

INTEGRATED TELECOMMUNICATION SERVICES AND ACCESS AGREEMENT

THIS INTEGRATED TELECOMMUNICATION SERVICES AND ACCESS AGREEMENT (the "Agreement") is made and entered into this 16th day of June, 2025, by, among and between Community Fiber, LLC., d/b/a OpticalTel, (the "Company"), a Florida limited liability company with offices at 1360 S. Dixie Hwy, Suite 200, Coral Gables, FL 33146 and Lexington Lakes Condominium Association, Inc., (the "Association") a Florida not for profit corporation with offices at 3101 SE Lexington Lakes Drive, Stuart, FL 34994 (individually the "Party"; collectively the "Parties").

RECITALS

WHEREAS, the Company is in the business of constructing, maintaining and operating various systems and providing certain services, including but not limited to, multi-channel video, high speed data, security, information and voice services (collectively, the "Services"); and

WHEREAS, the Association manages its affairs for the benefit of the unit owners, and has control of and/or owns certain real estate property commonly known as Lexington Lakes (the "Community") and more particularly described in the legal description in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, The Community contains a minimum of 264 residential units as well as common elements ("Unit(s)"), common elements, as well as any real property or units added or constructed in the future, and as described in the legal description within Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Community contains certain Units, each of which are owned by unit owners ("Unit Owners"); and

WHEREAS, the Company desires to have, and Association desires to grant to Company, the right to install, operate, upgrade and maintain, on, through, and within the Community, a System (as defined herein) for the delivery of Services on a bulk and retail basis, to the Unit Owners pursuant to this Agreement and the Grant of Easement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration the receipt and adequacy of which is expressly acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Terms.**
 - 2.1 This Agreement will be effective on the date executed by all parties hereto and will continue for ten (10) years from the Service Activation Date, as defined below, ("the Initial Term").
 - 2.2 Upon the expiration of the Initial Term, this Agreement shall renew for successive periods of two (2) year terms ("the Renewal Terms"), unless either Party provides written notice of termination at least ninety (90) days prior to the expiration of the initial or renewal term then in effect. The Initial Term and Renewal Terms are hereinafter collectively referred to as ("the Term.")
3. **Right to Provide Services.** Association has the authority to grant and does hereby grant to the Company the exclusive right and license to provide the Services within the Community to the extent permitted by law. Nothing herein shall be construed or interpreted to prohibit or prevent any Unit Owner from obtaining, on an individual basis, the Services from any other provider to the extent permitted by law.
4. **Right to Market the Services.** Association has the authority to grant and does hereby grant to the Company the exclusive right to market the Services within the Community, however such marketing shall not commence until such time that the Company is commencing in-home installations for the achievement of the System Activation Date. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. The Company may provide Association with appropriate promotional and informational material regarding the Services for the benefit of new Unit Owners to be pre-approved by Association, not to be unreasonably withheld, conditioned

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or delayed, and Association agrees to provide new Unit Owners with the same. Company shall avoid engaging in marketing practices that involve door-to-door solicitation, nor phone call solicitation which violates the FCC's rules or the Telephone Consumer Protection Act, with exception to attempts to contact Unit Owners regarding service impacting, maintenance, or any other matter related to the delivery and provision of their Services.

5. Company System.

5.1 System. The Association has the authority to grant and does hereby grant to the Company the right, at the Company's expense, to construct, install and maintain all distribution cable, conduit, drop cable, riser cables, fiber optic cable, coaxial cable, conduits, vaults, modulators, transcoders, electronic equipment, antennas, distributed antenna system, amplifiers, optical line terminals, optical network terminals, filters, taps, pedestals, lockboxes, home run wiring consisting of the wiring after the Company's tap or fiber splitter to the first splitter, optical network terminal (ONT) or outlet within each Unit ("the Home-Run Wiring"), converters and other signal-receiving, scrambling and decoding equipment (collectively "the System") necessary for the provision and delivery of the Services. The Parties acknowledge that all parts of the System contained herein shall be under the exclusive ownership and control of the Company.

5.2 Control Cabinet/Room & Telecom Closet(s). Association grants to the Company the exclusive right to one of the following: (i) use a secure, enclosed, air conditioned, climate-controlled room located on the Community with minimum dimensions of 144 square feet (the "Control Room") plus necessary space within the telecommunications closets (the "Telecom Closets") in each building, where the Company's System may be constructed, installed, operated, maintained or removed; or (ii) at the Company's sole expense, construct a fifteen feet by fifteen feet (15' x 15') concrete pad on a location to be determined and mutually agreed upon by both Parties for the installation of the cabinet(s) (the "System Cabinet"), plus necessary space within the telecommunications closets (the "Telecom Closets") in each building (if applicable), where the Company's System may be constructed, installed, operated, maintained or removed. Company acknowledges that if it must construct a concrete pad on the condominium property, it will notify the Association at the earliest possible date for approval, which shall not be unreasonably withheld. The Association understands that delays in approval or requests to modify the planned System in any regard may directly impact the System Activation Date. Company shall ensure that any concrete pad installed shall not exceed the load requirements of the existing structure nor shall it otherwise affect the structural integrity of the building.

5.3 Installation. The Company will perform all construction and installation work in a proper workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes and ordinances, unless otherwise provided in this Agreement. The Company will be responsible for maintaining and supervising all safety precautions in constructing, installing, maintaining and subsequently upgrading the System, as the case may be. Neither the Association nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose.

5.4 Repair and Restoration of the Community. The Company shall, at its sole cost, repair or replace any damage caused to the Community, during installation, maintenance, or removal of the System, including but not limited to landscaping, hardscaping, sidewalks, and roads. Repairs shall be completed in a workmanlike manner, restoring affected areas to their original condition or better, ordinary wear and tear accepted. The Company shall begin repairs within fifteen (15) business days of discovery or notice from the Association and promptly correct any deficiencies identified upon inspection. The Company is not responsible for damage caused by third parties outside its control not subcontracted by the Company. Additionally, the Company shall repair or replace any damage to individual Units during the course of the installation, maintenance, or removal of the System, including but not limited to, walls, baseboards, ceilings, and floors. The Parties acknowledge that each Unit may have unique improvements, features, and/or changes to inside wiring that may require work which is outside of the standard deviation of the project scope, to which the Company, at its sole discretion, shall deem as such and provide notification

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to the Unit Owner and Association at time of installation. For the purposes of this section, examples of such scenarios would be, but are not limited to, built in furniture, mirrors, and/or renovations requiring additional material and labor for the provision of the Services and Home-Run Wiring. The Company shall provide the Unit Owner with a proposal for installation which clearly outlines the costs involved and shall enter into individual agreements with the Unit Owner(s), if needed. The Parties further acknowledge that these scenarios fall under the Unit Owner responsibilities outlined herein within Section 5.6 pertaining to Inside Wiring, and not the responsibility of the Company nor the Association.

5.5 No Liens. The Company shall keep the Community, and every part, buildings, Units, and other improvements thereof located within the Community, free and clear of any and all construction and mechanics liens for or arising out of the Company's installation of the System and provision of the Services. The Company shall indemnify and hold Association harmless against all such liens and any proceedings pertaining thereto, including reasonable attorney's fees. The Company shall begin the process to bond over or discharge any liens within fifteen (15) days of notice of the existence thereof and seek completion no later than thirty (30) days with the governing entity with proof of such provided to the Association. The Association reserves the right to use all remedies found within Section 12 herein regarding default in the event of failure to adhere to this section .

5.6 Inside Wiring. For purposes of this provision, "Inside Wiring" will be defined as the wiring where the Company's Home-Run Wiring ends inside the Unit, and the wiring distribution begins inside the Unit to existing cable television, internet, and/or telephone outlets. The Inside Wiring is owned by the Unit Owner. The Company shall have the right to interconnect with and use any telephony Inside Wiring facilities, cross connect facilities and other telephony-related facilities owned or controlled by the Association or resident that may become necessary or useful for the provision of the Services to the Unit Owners, whether or not such facilities are owned, installed, controlled or maintained by the Company. If a Unit Owner requests custom work to Inside Wiring, the Company will offer competitive pricing on an hourly basis.

6. Easements and Access.

6.1 Easement. Association has the authority to grant and does hereby grant to the Company an easement in, on, over, under, within, and through those portions of the Community (both land and improvements) that are privately owned and controlled by Association ("the Easement Areas") to operate the System. The Company shall not interfere with any other utility easements that have already been granted by the Association to other utility providers, including current providers offering similar services to the Community. The Association hereby agrees to execute the Grant of Easement, attached as Exhibit B and incorporated herein by reference.

6.2 Access. The Association grants a right of entry and shall allow the above-described easement rights to extend to the employees, contractors and agents of the Company who are engaged in the routing, installation, maintenance, repair, service, use, replacement, disconnection, operation or removal of the System, or in the marketing and provision of the Services as permitted by the terms of this Agreement. The Association shall upon request supply the names and unit numbers of Unit Owners at reasonable intervals not more than twice per calendar year. Association further agrees to cooperate as may be necessary to assist the Company in gaining access to individual Units, in order to allow the Company to install, maintain, repair or remove any component of the System as contemplated by this Agreement. Association shall use reasonable efforts to assure the Company's employees, contractors and agents access to necessary portions of the Community not readily accessible, to perform installation and maintenance functions upon reasonable advanced notice from Company.

6.3 No Interference. The Association covenants and agrees not to interfere with, restrict, limit, alter or lessen the easement rights granted to the Company herein and as expressly set forth in the Grant of Easement.

7. System Activation Date.

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7.1 Company shall activate all accessible Units on the new System on or before March 9, 2026 (the "System Activation Date"), such that invoicing may not commence any sooner than March 9, 2026 and subject to execution of this Agreement by the Association no later than May 31, 2025. Association agrees that those Units inaccessible by the Company during deployment (the "Inaccessible Units") shall not impact the achievement of the System Activation Date, nor shall they impede the commencement of invoicing for the Bulk Service Fee (as defined in Section 3.1 of Exhibit C), however no sooner than March 9, 2026. For the purposes of this section, the Inaccessible Units are further defined as: (i) Units the Company has made all reasonable attempts to contact for premise installation a minimum of three (3) times with no success and including reaching out to the Association for assistance with communication with the Unit Owner; or (ii) Units whose owner(s) or inhabitant(s) have refused access for premise installation to the Company. In the event complete activation of all accessible units is not achieved by the System Activation Date, and with exception to the Inaccessible Units, Company agrees that for each one (1) month delay, Company shall issue a credit equal to fifty percent (50%) of the Bulk Service Fee. Both parties agree that circumstances solely outside of the Company's control may prohibit delivery by said date, including but not limited to force majeure and access restrictions.

8. Maintenance, Repair and Replace of System and Services.

- 8.1 **Customer and Repair Services.** Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Outages and performance definitions are further defined within Exhibit E herein.
- 8.2 **Reimbursement of Costs for Certain Maintenance and Repair Services.** Association agrees to reimburse the Company for costs of labor and materials incurred to repair any damage or destruction to the System or any part thereof arising from actions of Association and/or their respective officers, employees, agents, contractors, or sub-contractors.
- 8.3 **Upgrades.** From time to time, the Company may propose upgrades to the System for the purpose of providing improved, faster or additional services as technological developments permit. Association may request status of technological developments as well, to which the Company shall respond with a summary as to the Community's System status, or a proposal for upgrade as stated above and if applicable. Company shall have the right, in its sole discretion, to provide proposal(s) to the Association for consideration of required amendment(s) to facilitate the implementation of said upgrades. In addition, no later than ninety (90) days after commencement of the fifth (5th) year of the Initial Term, the Company will perform a comprehensive review of all deployed technology within the Association (a "Technology Review") in order to evaluate the then-current nature and quality of video and internet services, including wireless set top box technology, in comparison to the video and internet technology generally available within the Community's Designated Market Area ("DMA") as well as what is generally available as Bulk Services provided by the Company within the Community's DMA at the time of such Technology Review. In the event such Technology Review reveals that the deployed technology within the Association is not comparable to the DMA, the Company shall provide a copy of the findings (the "Technology Report") within thirty (30) days of completion. Company shall commence upgrades to the System and/or Services within thirty (30) days of delivery of the Technology Report in the event such upgrades may be achieved without physical changes, replacements, or upgrades to System hardware and/or Customer Premise Equipment ("CPE"). Should the Technology Report suggest that substantial improvements to System hardware and/or CPE have become available within the DMA, the Company shall provide, within thirty (30) days of delivery of the Technology Report, options for path to upgrade including, but not limited to: a) proposal for amendment of Agreement if the Association chooses to incorporate said upgrades into Bulk Service(s) package; b) plan for offering said upgrades to individual Unit Owners on a retail subscription basis; or c) such other proposal that permits Company to offset any additional costs related to upgrades including physical changes, replacements, or upgrades to the System hardware or CPE.

9. Ownership, Use and Control of Systems.

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9.1 All parts of the System, except Inside Wiring, that are located in and on the Community, regardless of whether attached to or incorporated in the Community, overhead, above or underground, installed within or outside of any building, shall at all times be owned by, and remain the personal property of the Company, and shall not be considered a fixture to the real estate or fixture of the building located thereon, and unless otherwise required by law or expressly agreed to in writing by the Company, neither Association, nor any Unit Owner, will have or obtain any right, title or interest therein, or as expressly set forth in this Agreement.

9.2 Neither the Association nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose.

10. Provision and Fees for Services.

10.1 The Association has the authority to grant and does hereby grant to the Company the right to provide the Services to the Community. During the term of this Agreement, Association shall not enter into any agreement for the provision of the Services within the Community by any other provider regardless of the method used to deliver such Services to the Community.

10.2 Certain Services provided by the Company to the Association for the use and enjoyment of the Unit Owners, on a bulk basis (the "Bulk Services"), for a discounted price, shall consist of the offerings set forth in the Bulk Service Addendum (the "Bulk Addendum") attached hereto and incorporated herein by reference.

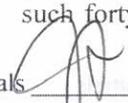
10.3 Company agrees to provide access, at no additional charge, to the local off-air broadcast channels available. Following expiration or termination of this Agreement for any reason, Company shall give the option to the Association to purchase the master antenna TV equipment ("MATVE"), which is necessary for receiving the local off-air broadcast channels to the Community.

10.4 In addition to the Bulk Services, the Company has the right to market, sell and provide to individual Unit Owners certain optional services and equipment, including but not limited to, multi-channel video, internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with Unit Owners. Association assumes no liability or responsibility for Additional Services contracted by the Unit Owners.

11. **Insurance.** The Association and Company agree to carry and keep in full force standard policies of liability insurance and property damage liability with minimum limits of one (1) million dollars for each occurrence for bodily and personal injury or property damage, and two (2) million general aggregate limit and for products/completed operations. In addition to the foregoing, the Company shall maintain the following additional insurance coverage: (a) Worker's Compensation Insurance according to State statutory limits covering all required employees or subcontractors (as required by law) of the Company; (b) Comprehensive / Commercial Automobile Liability coverage for Company owned vehicles in the minimum limit amount of not less than \$1,000,000 per occurrence; and (c) Excess or Umbrella liability policy in the minimum limit amount of not less than \$3,000,000 per occurrence. The foregoing policies of the Company shall be issued using the most current Insurance Services Office insuring agreements, terms and conditions including the most current additional insured endorsement or broader. Each Party shall deliver certificates of insurance to the other Party evidencing such uninterrupted coverage upon a Party's request. The certificates shall list the Association as a named additional insured as permitted by insurance carrier(s).

12. Default.

12.1 **Default and Cure.** Any Party hereto that violates, substantially fails to perform, or fails to timely perform its duties and obligations under any provision of this Agreement, shall be in default. In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have forty-five (45) days to either (i) notify the non-defaulting Party that no default occurred and provide reasonable detail thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such forty-five (45) day period, commence curing the default within such sixty (60) day period and

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diligently pursue such cure to completion. If the defaulting Party fails to perform (i), (ii), or (iii) above within such forty-five (45) day period, the non-defaulting Party may elect to terminate this Agreement upon thirty (30) days written notice of said election to the defaulting Party.

12.2 Termination without Liability. The Company may terminate this Agreement upon sixty (60) days' written notice (or such shorter period as may be required by law) to the Association, if the Company is prohibited from or otherwise unable to continue operating the System or providing the Services due to any governmental law, rule, regulation, or judgment of any court. In addition, the Agreement may terminate upon the mutual written consent of the Parties hereto.

12.3 Force Majeure. Notwithstanding any other provision of this Agreement, no Party hereto shall be in default if their failure to perform results from circumstances beyond that Party's reasonable control, including, but not limited to, acts of God or natural disasters, acts of war or terrorism, civil disturbance, action or inaction of government, the failure of equipment or facilities not owned or controlled by a Party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Community or any other unforeseeable or unavoidable casualty beyond the reasonable control of the Parties hereto. Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party, nor does it include: (a) financial distress; or (b) Company's financial inability to perform its obligations hereunder. Any Party claiming a Force Majeure event shall provide notice to the other party of such Force Majeure as soon as reasonably practicable and use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

13. Rights to Remove System.

13.1 Following expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the System. The Company shall promptly repair any damage to the Community caused by such removal to its original condition at its sole expense. Section 5.5 of this Agreement shall apply to the Company's removal of the System. In the event the Company fails to remove the System within such 6 month period, ownership and control of the System shall follow the FCC rules & regulations for multichannel video programming distributors (MVPD's). This Section shall survive the expiration or termination of this Agreement.

13.2 Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 12.1 shall be tolled for as long as any Unit Owner continues to subscribe to the Services or the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the Units on the Community after the expiration or termination of this Agreement, in which case the Company shall have the right to continue to own, operate and use the System and to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the expiration or termination of this Agreement.

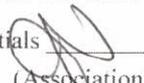
14. Confidentiality and Public Announcements.

14.1 Definition. The term "Confidential Information" shall mean the terms of this Agreement and all non-public business, financial, proprietary or trade secret information of a Party, oral or written, in any medium, disclosed by that Party to the other Party which could reasonably be understood to be confidential, whether or not so marked. Confidential Information does not include information which: (i) through no breach of this Agreement is or becomes published or otherwise publicly available; (ii) was already known to the receiving party (the "Recipient") at the time of disclosure as evidenced by documents maintained in the ordinary course of business; (iii) was independently developed by the Recipient without reference to the Confidential Information; (iv) was lawfully obtained from a third party without breach of any agreement between the third party and the disclosing Party ("Discloser"); or (v) in the case of the Association, when Florida's Condominium Act requires disclosure of such

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- 15.1 Company has all necessary permissions, permits, authorizations and other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Company in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- 15.2 Company is a Florida limited partnership, duly organized and in good standing, and is, authorized to conduct business in the State where the Community is located; and
- 15.3 Company has been granted, or will be granted as of the System Activation Date, by all applicable federal, state and local authorities all applicable governmental approvals for Company to perform and deliver the Services to the Community as contemplated hereby and Company is in full compliance with and has incurred no default or other violation of any of the provisions of any such approvals or any applicable telecommunications laws, rules, regulations, ordinances and/or agreements with any telecommunications authorities; and
- 15.4 Company is the sole owner or has a valid lease or license to all of the Equipment; and
- 15.5 No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which Company is currently a party conflicts with Company's obligations or Association's rights under this Agreement, and Company's entry into and performance of this Agreement will not cause any default under any of the foregoing.
- 15.6 Company represents and warrants to the Association that Company has the right to enter into this Agreement (and all other documents and agreements contemplated by this Agreement) on the terms and subject to the conditions hereof; that this Agreement is binding and enforceable against Company in accordance with its terms; that the execution, delivery and performance by Company of this Agreement will not violate any other agreement to which Company is a party or by which Company is bound; and Company has not done or permitted to be done anything which might curtail or impair any of the rights granted to the Association herein.
16. **Indemnification.** Each Party shall indemnify, defend and hold harmless the others (and their respective officers, employees, representatives and agents) against all liabilities, claims, losses, costs, damages, and expenses resulting from its breach of any provision of this Agreement and from any injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property or the environment, but only to the extent that such liability, loss, damage or expense was proximately caused by its breach of this Agreement or by any negligent act or omission, willful misconduct or violation of law on the part of the Party from whom indemnity is sought. Each Party seeking such indemnification shall promptly notify the other of any situation giving rise to an indemnification obligation hereunder and no Party shall enter into a settlement that imposes or purports to impose liability on any other without the other Party's consent, which shall not be unreasonably withheld. This provision shall survive the expiration or termination of this Agreement.
17. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
18. **Authority.** Each Party is validly existing and in good standing under the laws of the jurisdiction in which they are organized. Each Party has full authority to enter into this Agreement and represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein.
19. **Survival.** The Company shall retain all the rights set forth and described in those paragraphs which provide for the survival of rights beyond expiration or termination of this Agreement.
20. **Assignment.** This Agreement may be assigned by either Party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Association or Company sells, assigns, transfers or

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otherwise conveys the Community or System to a third party, the Association or Company shall give the other, written notice of such change of ownership or control. The Association or Company shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

21. **Consideration and Courtesy Accounts.** The Company shall provide additional consideration and courtesy accounts as to Community as described in Exhibit C.
22. **Conflicts.** To the extent that there is any conflict between Company and Association that affects the rights and obligations of the Parties hereunder, the terms of this Agreement shall govern.
23. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be proper in a court of competent jurisdiction in Martin County, Florida, where the Community is located.
24. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
25. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and be given by personal delivery, United States Postal Service prepaid by registered or certified mail, return receipt requested or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Association:

Lexington Lakes Condominium Association, Inc.
C/o Triton Property Management
900 E. Indiantown Road, Suite 210
Jupiter, FL 33477

With a copy to:

Rosenbaum PLLC
1700 Palm Beach Lakes Boulevard, Suite 600
West Palm Beach, FL 33401
Attn: Steven R. Braten, Esquire

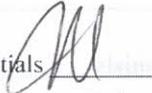
If to the Company:

OpticalTel (Attn: CEO)
1360 Dixie Highway, Suite 200
Miami, Florida, 33146

With a copy to:

Diaz & O'Naghten (Attn: Juan O'Naghten)
2950 SW 27th Ave. Suite 100
Miami, Florida, 33133
Attn: Mr. Juan O'Naghten

26. **Severability.** A finding by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision. Further, upon any such finding of invalidity or unenforceability, the Parties hereto agree that the court making such finding may reform this Agreement, as necessary, to effectuate the intent of the Parties.
27. **Neutral Interpretation.** Each Party to this Agreement acknowledges and agrees that it has had a full and fair opportunity to read and review all the terms herein; that it has had a full and fair opportunity to have this Agreement reviewed by independent legal counsel, and that no provision of this Agreement is to be construed strictly, narrowly or against any party on grounds of authorship or draftsmanship.
28. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts, each of which shall be treated for all purposes as an original, and all of which together shall constitute one and the same Agreement.
29. **Entire Agreement and Amendment.** This Agreement, along with any and all exhibits, schedules or addenda attached hereto and incorporated by reference herein, constitutes the entire agreement between and among the Parties and supersedes all prior understandings, negotiations or other agreements, whether verbal or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both Parties.

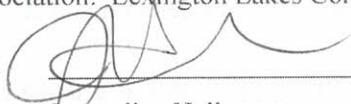
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

EXECUTED on this 16th day of June 2025.

Association: Lexington Lakes Condominium Association, Inc.

By: 

Name: Jacqueline Holloway

Title: President

STATE OF FLORIDA, COUNTY OF Martin

THE FOREGOING INSTRUMENT was, executed and acknowledged before me by means of physical presence or online notarization, this 16th day of June, 2025, by Jacqueline Holloway.

[AFFIX SEAL]



CYNDI BARDASH PETLEV
Commission # HH 471495
Expires December 30, 2027

Notary Public Signature 

My Commission Expires: 12.30.27

Personally know or Produced Identification

Type of Identification: _____

EXECUTED on this _____ day of _____, 20____.

Company: Community Fiber, LLC

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was, executed and acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20____, by _____.

[AFFIX SEAL]

Notary Public Signature _____

My Commission Expires: _____

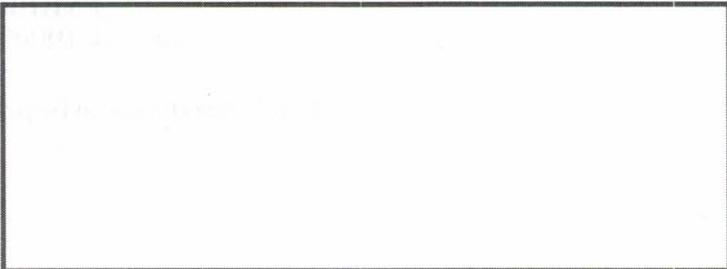
Personally know or Produced Identification

Type of Identification: _____

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(Company)

EXHIBIT B
GRANT OF TELECOMMUNICATIONS
EASEMENT



THIS GRANT OF EASEMENT (this "Easement"), is made and entered into this 16th day of May, 2025, by, among and between Community Fiber, LLC., d/b/a OpticalTel, its successors and assigns, hereinafter referred to as ("Grantee"), with offices at 1360 S. Dixie Hwy. Suite 200, Coral Gables, FL 33146 and Lexington Lakes Condominium Association, Inc., hereinafter referred to as ("Grantor"), who owns or has control over certain real estate and improvements thereon located at 3101 SE Lexington Lakes Drive, Stuart, FL 34994 (collectively the "Parties").

WHEREAS, the Association manages its affairs for the benefit of the residents, and has control of and/or owns certain real estate property located in Martin County, commonly known as Lexington Lakes (the "Community"), and more particularly described in the legal description in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, The Grantor and the Grantee are parties to an Integrated Telecommunications Service and Access Agreement (the "Agreement") dated June 16, 2025, pursuant to which the Grantee is in the business of providing various systems and/or services including but not limited to multi-channel video, high speed data, security, information and voice services (collectively, the "Services") to the Community; and

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby and in consideration of One Dollar (\$1.00), paid by Grantee to Grantor the adequacy and receipt of which are hereby expressly acknowledged, the Parties covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement, the uninterrupted right-of-way in, on, over, under, within the Community (the "Easement Areas") and to construct, install and maintain, in the Community, all distribution cable, conduit, drop cable, riser cables, fiber optic cable, coaxial cable, home run wiring consisting of the wiring after the Company's tap or fiber splitter to the first splitter, optical network terminal (ONT) or outlet within each unit at the Community ("the Home-Run Wiring"), conduits, vaults, modulators, transcoders, electronic equipment, antennas, dishes, distributed antenna system, amplifiers, optical line terminals, optical network terminals, filters, taps, pedestals, lockboxes, converters and other signal-receiving, scrambling and decoding equipment necessary for the operation of a system (collectively "the System") for the provision of the Services in the Community.
2. The Grantor(s) agree(s) for itself and its heirs and assigns that all parts of the System on the Community that are located in and on the Community, regardless of whether attached to or incorporated in the Community, overhead, above or underground, installed within or outside of any building, shall at all times be owned by, and remain the personal property of the Grantee(s), and shall not be considered a fixture to the real estate or fixture of the building located thereon, and may not be altered, obstructed or removed unless expressly agreed to in writing by the Grantee(s). The Grantee, and its employees, contractors, and agents, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides Services to the Community.
3. Grantor(s) and the individual(s) signing for Grantor(s), represents and warrants that he/she/it has full power and authority to execute this Easement, and that any and all necessary corporate and/or partnership action authorizing same has been taken.

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4. This Easement is given solely in connection with the delivery of Services to the Community as set forth in the Agreement. This Easement is and shall be exclusive as to Grantee for the provision of Bulk Service(s) to the Community for a minimum of ten (10) years, plus any renewal terms for the provision of Bulk Service(s). In the event of non-renewal, this Easement shall run with the land on a non-exclusive basis so long as the Grantee, its successors or assigns, provides the Services to the Community. In the event Grantee ceases to provide Services to the Community, this Easement shall automatically terminate. Grantee shall not interfere with any other utility easements that have already been granted by the Association to other utility providers, including those who are providing Unit Owner(s) services similar to the Services.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



[Signature]


[Signature]


CYNTHIA BARBASH PETLEV
Commission # HH 437482
Expires December 30, 2023

Initials 

(Association)

Initials 

(Company)

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

EXECUTED on this 16th day of June 2025.

Grantor: Lexington Lakes Condominium Association, Inc.

By: [Signature]

Name: Jacqueline Holloway

Title: President

STATE OF FLORIDA, COUNTY OF Martin

THE FOREGOING INSTRUMENT was, executed and acknowledged before me by means of [X] physical presence or [] online notarization, this 16th day of June, 2025, by Jacqueline Holloway.

[AFFIX SEAL]



CYNDI BARDASH PETLEV
Commission # HH 471495
Expires December 30, 2027

Notary Public Signature [Signature]

My Commission Expires: 12.30.27

Personally know or Produced Identification []

Type of Identification: _____

Witness/Attest: (Required of Association at time of signing)

By: _____

Name: _____

Witness/Attest: (Required of Association at time of signing)

By: _____

Name: _____

Initials [Signature]
(Association)

Initials _____
(Company)

EXHIBIT C
BULK SERVICE ADDENDUM

THIS BULK SERVICE ADDENDUM (this "Bulk Addendum") is made and entered into this 16th day of June, 2025, by, among and between Community Fiber, LLC, d/b/a OpticalTel. (the "Company"), a Florida limited liability company with offices at 1360 S. Dixie Hwy. Suite 200, Coral Gables, FL 33146 and The Lexington Lakes Condominium Association, Inc., (the "Association") a Florida not for profit corporation, who is the managing entity, has control of and/or owns certain real estate and improvements located at 3101 SE Lexington Lakes Drive, Stuart, FL 34994, and commonly known as Lexington Lakes (the "Community"), consisting of a minimum of 264 residential units (the "Unit(s)").

WHEREAS, Association and Company have entered into the Integrated Telecommunications Service and Access Agreement (the "Agreement") dated June 16, 2025, to which this Bulk Addendum is attached, which grants Company certain rights, on the terms and conditions contained in the Agreement, to construct, install, operate, upgrade and maintain a System on the Community to deliver certain bulk and additional services to the Units pursuant to the terms thereof; and

WHEREAS, Association and Company intend and agree that this Bulk Addendum supplements that certain Agreement, which shall exist as an exhibit to the Agreement and independent thereof as a separately executed and binding agreement between the parties. All undefined terms used herein shall have the same meaning ascribed to them in the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration the receipt and adequacy of which is expressly acknowledged, the parties covenant and agree as follows:

1. The Association agrees to purchase, and Company agrees to provide, to all Units at the Community, certain bulk telecommunications services consisting of the bulk services (hereinafter the "Bulk Services") as follows:

1.1 Bulk Video Service.

1.1.1 The Company agrees to provide Bulk Video Service comprised of the Flex Bulk programming package, which is subject to change from time to time as described in Section 2 below, and shall include high definition ("HD") service, and digital video recorder ("DVR") service.

1.1.2 Company shall provide each Unit with up to three (3) HD digital STB(s) with DVR capability and corresponding remote control(s), at no additional charge. Company may offer additional STB(s) to Unit Owner(s), at an additional cost per STB and on an individual subscription basis.

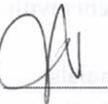
1.1.3 The Company agrees to provide, at no additional cost, local off-air broadcast channels, as available.

1.2 Bulk Internet Service.

1.2.1 The Company agrees to provide Bulk Internet Service with bandwidth speeds of 1Gbps download and 1Gbps upload, symmetrical (the "Bulk Internet Service"), and the Company shall use industry standard best efforts to maintain as measured when connected physically via ethernet to a Company optical network terminal (ONT) installed at each Unit and measured utilizing proper testing equipment & software.

1.2.2 At no additional cost, the Company shall install at each Unit, for the provision & delivery of the Bulk Internet Service, a whole-home Wi-Fi system consisting of up to two (2) Wi-Fi adapter(s) and shall verify wireless connectivity to the customer premises equipment ("CPE") at the time of installation. The Association understands that bandwidth speeds are best effort over wireless connection. Company may offer additional Wi-Fi hardware components for expansion to Unit Owner(s), at an additional cost per hardware component and on an individual subscription basis.

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Initials



(Company)

1.2.3 The Company agrees to provide increases to the Bulk Internet Service bandwidth of 500Mbps upon the third (3rd) and seventh (7th) anniversary of the Initial Term as described in Section 2.1 of the Agreement. Said increases shall be at no additional cost with exception to those outlined in Section 3.2 herein.

2. The Association acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute but comparable programming, if any, shall be made available. The Association acknowledges and agrees that the Company does not control the availability, content and quality of individual television channels that make up the Bulk Video Services. The Company may in its discretion and in good faith make additions, deletions or modifications to its Bulk Video Services without liability to the Association or anyone claiming through the Association. The Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company.

3. The Association covenants and agrees to pay the Company a monthly service fee for Bulk Services as set forth in this Bulk Addendum. Regardless, whether Association includes a charge for the Bulk Services in whatever periodic fee they may charge to the Unit Owners, and regardless of whether any individual Unit Owner pays or does not pay such periodic fee when due, Association shall be obligated to pay the full amount of the monthly service fee to the Company.

3.1 The Association shall pay the Company a monthly per Unit service fee for the Bulk Service equal to \$62.95 per Unit, plus all applicable taxes (the "Bulk Service Fee"). The Bulk Service Fee is further described within Exhibit D, the Bulk Service Fee Schedule.

3.2 The Bulk Service Fee, as set forth above, may be increased by no more than three percent (3%) by the Company on the first January 1st following the effective date, and on each January 1st thereafter during the Term (the "Bulk Annual Increase").

3.3 In addition to the Bulk Service Fee, the Company shall invoice a broadcast pass through fee equal to zero (\$0.00) per Unit (the "Broadcast Fee") for the delivery of the local off-air broadcast channels. In the event the Broadcast Fee is required by network programming authorities for the Community's designated market area (the "DMA"), the Company may increase the Broadcast Fee, as a pass through cost, upon thirty (30) days' notice; at which time the Association may elect to discontinue carrying the programming channels which incur said Broadcast Fee and via written notice to the Company within thirty (30) days' of receiving notification of such.

3.4 The Bulk Service Fee for any month shall be due and payable in full in advance on or before the 1st day of each month for the Bulk Services to be provided during that month. In the event Company does not receive payment from Association for the Bulk Services by the 15th day of the month, the Association shall pay a penalty of one and one-half (1 1/2%) percent per month for every month on which any outstanding balance remains unpaid. If Association fails to make timely payment of the Bulk Service Fee, for a period of thirty (30) days from the due date, the Company has the right to declare the Association in default and has the option to suspend the Bulk Services until payment default is cured or terminate Agreement and will be entitled to recover all damages arising therefrom, including but not limited to, the loss of profits the Company would have earned through the remainder of the Term.

3.5 The Company shall commence invoicing the Association for the Bulk Service Fee on a per Unit(s) basis on the month immediately following the activation of any Unit, or group of Units, for the Bulk Services, but in no event prior to the System Activation Date as set forth in the Agreement. For the purposes of this section, activation of a Unit(s) shall be defined as said Unit(s)' Home-Run cable being provisioned and where the Company has either completed the Unit Owner(s)' in-home installation or made reasonable efforts to schedule said in-home installation to no avail as more specifically set forth in the Agreement.

3.6 In addition to the Bulk Services, the Company may provide to individual Unit Owners certain optional services and equipment, including but not limited to, multi-channel video, internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with Unit Owners.

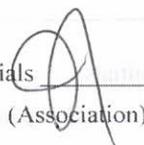
Initials 
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Initials _____
(Company)

Association assumes no liability or responsibility for Additional Services contracted for by the Unit Owners. The Company agrees to guarantee, throughout the term of the Agreement, a static price of \$14.95 for retail Digital Phone Service (excluding state/local taxes and fees, and excluding long distance charges outside of coverage).

4. In order to induce Company to make the capital investment for the System necessary to provision the Bulk Services during the Term, the Association hereby agrees that: (i) Association shall not enter into any Bulk Services agreement for the provision of the Services within the Community by any other provider regardless of the method used to deliver such Services to the Community during the Term of the Agreement, (ii) Association will not provide assistance or support in marketing the Services from any other provider.
5. This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the Term of the Agreement. In the event this Bulk Addendum expires or is terminated by either Party for any reason, the Company shall have the right to continue to provide the Services to the Unit Owners pursuant to separate agreements between the Company and such Unit Owners in accordance with the Agreement.
6. Company will provide the following considerations, at no charge, to the Association:
 - 6.1 One (1) locally inserted channel (the "Community Channel") for display presentation viewable from all STB(s) within the Community. Content, copy, and presentation configuration is the responsibility of the Association.
 - 6.2 Bulk Video Services to a current television outlet located in the following common, non-commercial location(s) in the Community:
 - 6.2.1 Up to two (2) Clubhouse television locations.
 - 6.3 Bulk Internet Services to the management office and hospitality management office located in the Community. Association is responsible for having their IT staff or designated personnel interconnect Association's computers and/or their local area network to internet location provided by Company.
 - 6.4 Wireless Internet Connectivity in the following common, non-commercial areas, of the Community:
 - 6.4.1 Two (2) guard houses, Clubhouse, pool deck, and management office. One (1) static IP address to be included with service.
 - 6.5 Company shall provide onsite representative up to two (2) times per week during the first two (2) years of the Initial Term for the purposes of resident education and general technical support (the "Onsite Support Period"). The Company shall have the right to end the Onsite Support Period with fifteen (15) day notice to Association, in the event participation is deemed too low to reasonably justify continuation and at the Company's sole discretion.
7. If any Unit Owner discontinues Bulk Services pursuant to Section 718.115(1)(d)2, Florida Statutes, as it may be amended from time to time, the Association is excused from paying the Bulk Fee for the Unit during the time the Unit Owner discontinues the Bulk Services for the Unit. Should this Agreement not be ratified in accordance with any provision of Florida law, or should this Agreement be cancelled by its members at the next regular or special meeting of the Association per Section 718.115(1)(d)1, Florida Statutes, the Association shall have no liability to the Company, except for the reimbursement for all costs and expenses incurred by the Company in installing the System, including but not limited to contracted labor, contracted professional services, hardware, and materials, as well as all monies, if any, paid to the Association. This payment shall be made to the Company within thirty (30) days from the submission of invoices and statements of same to the Association verifying such costs.
8. This Bulk Addendum constitutes the entire agreement between and among the parties and supersedes all prior conversation, understandings, negotiations or other agreements, whether verbal or written. This Bulk Addendum shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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Initials 
(Company)

IN WITNESS WHEREOF, the Parties have caused this Bulk Addendum to be executed by their duly authorized representatives as of the date first written above.

EXECUTED on this 16th day of June 2025.

Association: Lexington Lakes Condominium Association, Inc.

By: [Signature]

Name: Jacqueline Holloway

Title: President

STATE OF FLORIDA, COUNTY OF Martin

THE FOREGOING INSTRUMENT was, executed and acknowledged before me by means of physical presence or online notarization, this 16th day of June, 2025, by Jacqueline Holloway.

[AFFIX SEAL]



CYNDI BARDASH PETLEV
Commission # HH 471495
Expires December 30, 2027

Notary Public Signature [Signature]

My Commission Expires: 12.30.27

Personally know or Produced Identification

Type of Identification: _____

EXECUTED on this _____ day of _____, 20____.

Company: Community Fiber, LLC

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was, executed and acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20____, by _____.

[AFFIX SEAL]

Notary Public Signature _____

My Commission Expires: _____

Personally know or Produced Identification

Type of Identification: _____

Initials [Signature]
(Association)

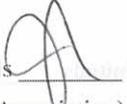
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EXHIBIT D

Bulk Service Fee Schedule (June 16, 2025)

*Subject to change as outlined in Section(s) 3 (and its subsections therein) within Exhibit C of the Agreement.
Subject to taxes & fees which are not represented herein and outside of the Company's control.*

Bulk Service	Price Per Unit / Per Month
Bulk Video Service (Incl. ancillary, premium, & hardware charges)	\$28.95
Bulk Internet Service	\$34.00
Broadcast Fee (Subject to Ex. C 3.3)	\$0.00
Total Price Per Unit	\$62.95

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EXHIBIT E

CUSTOMER SERVICE LEVEL & PERFORMANCE STANDARDS

The Company’s Bulk Services, as defined in Exhibit C of the Integrated Telecommunication Services and Access Agreement (the “Agreement”), will comply with the following Customer Service Level and Performance Standards (the “Standards”).

1. Timely Response to and Cure of Minor and Major Service Outages.

- 1.1 A “Service Outage” is a general label given to outages falling under Minor Service Outage and/or Major Service Outage (hereinafter defined). Additionally, “Holiday” means New Years Day, Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Martin Luther King Day, President’s Day, Good Friday, Yom Kippur and Veteran’s Day.
- 1.2 A “Minor Service Outage” is an outage where ten (10) or more individual, but fewer than fifty percent (50%), of the total Units fail to receive one or more Bulk Services for a period of more than four (4) hours and such outage is not the fault of the resident or Association. Company will respond to any notifications relating to a Minor Service Outage by 7 p.m. Eastern Time on the calendar day (excluding Sundays and Holidays) following the day on which the notification is received. The Company will make reasonable efforts to cure the issue(s) identified within the internal trouble ticket by 7 p.m. Eastern Time on the second calendar day (excluding Sundays and Holidays) after the day on which the notification is received, provided that if such issues cannot reasonably be cured within such period, Company shall commence reasonable efforts to cure such issues within such period and thereafter diligently and expeditiously proceed to cure the same. Notifications relating to a Minor Service Outage that are received after 7:00 PM will be considered as being received at 8:00 AM on the following day.
- 1.3 A “Major Service Outage” is an outage where fifty percent (50%), or more, of the total Units fail to receive one or more Bulk Services for a period of more than four (4) hours and such outage is not the fault of the Unit Owner or Association. Company will respond to any notifications relating to a Major Service Outage within four (4) hours after initial receipt of the notification. The Company shall begin reasonable efforts to cure the issue(s) identified in the internal trouble ticket within twelve (12) hours after initial receipt of the notification, provided that if such issues cannot reasonably be cured within such period, Company shall commence reasonable efforts to cure such issues within such period and thereafter diligently and expeditiously proceed to cure the same. Notifications relating to a Major Service Outage is considered as being received at the time it is actually received.
- 1.4 Service affecting notifications shall not be considered Service Outages if caused by Force Majeure, conditions outside of the Company’s control, by Association or resident error, or by a defect in Association-owned or resident-owned equipment, unless caused by the negligence or intentional misconduct of Company or any of its employees, agents, contractors, representatives, or others acting on Company’s behalf.

2. Performance Standards. Company shall meet the following service level standards for the Bulk Services (the “Performance Standards”) as measured to the Company’s core equipment residing at the Community and excluding force majeure and maintenance/upgrades. The Performance Standards shall be measured via a service and performance level report (the “Service Level Report”) which shall be supplied to the Association within fifteen (15) business days from the end of each calendar quarter during the first year of the Initial Term. Commencing the second year of the Initial Term, the Service Level Report may be requested by the Association up to four (4) times per calendar year for any calendar quarter, and shall be provided by the Company to the Association within fifteen (15) business days of a written request by the Association.

- a. Under normal operating conditions, Average Speed to Answer Calls (“ASAC”) shall be maintained at a threshold of four (00:04:00) minutes at least 90% of the time when measured over a 30-day period. This ASAC shall exclude any *force majeure* events.
- b. Under normal operating conditions, Average Speed to Answer E-Mails (“ASAE”) shall be maintained at a threshold of one hour (01:00:00) at least 90% of the time when measured over a 30-day period. This ASAE shall exclude any *force majeure* events.

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- c. The Bulk Internet Service shall achieve a sustained availability at least ninety-six percent (96%) when measured over a 90-day period as referenced within the Service Level Report. Bulk Internet Service up-time & availability shall be measured via the Company's network monitoring software using industry standards.
 - d. The Bulk Internet Service bandwidth, as set forth in Section 4.1 herein, shall be sustained at least ninety percent (90%) of the "up to" speed at ninety percent (90%) of the time when measured over a 90-day period as referenced within the Service Level Report. (For example, if the "up to" speed is 500Mbps, the speed will be guaranteed at least 450Mbps) Global bandwidth availability for the System will be provided within the Service Level Report and for said 90-day period. Individual Unit Owner averages may be provided upon request with the Service Level Report, however such that these statistics may only be provided for 7-day periods. Longer analysis for individual Unit Owner bandwidth availability may be requested and provided at the sole discretion of the Company. Such longer analysis shall be achieved via use of appropriately equipped device(s) that is certified by Company as appropriate, that is hardwired to the ONT via the Ethernet connection and is testing speeds to the Company System. Furthermore, the throughput rate experienced by the units in the Community at any time will vary based on numerous factors, including without limitation, the condition of the resident's devices, computer configurations, Internet and Company's System congestion, time of day, frequently accessed website servers, and Force Majeure, among other factors. Both Parties agree and understand that Wi-Fi availability is best effort.
 - e. Company's bandwidth availability to the individual Unit is a guaranty of speed between the individual user's device(s) and the Optical Network Terminal (ONT) on Company's network before such data packet enters the "internet cloud," which consists of equipment and a network beyond the control of Company. The Association acknowledges that data packets enter the "Internet cloud," which is beyond the control of Company. The Association accepts and acknowledges that conditions and circumstances outside of Company's control can affect the connectivity speed of an individual user or users; such conditions and circumstances include without limitation: the speed, age and components of the computer being used to access the Internet; Internet viruses which may infect the computer attempting to access the Internet; and, Internet slowdowns within the computer or server which is being accessed by the individual user's computer at the Community.
 - f. The Company will maintain sufficient bandwidth overhead to the Community to ensure that average WLAN utilization for the Community does not exceed 70% during peak periods
 - g. The Bulk Services will comply with the following service availability performance standards (the "Service Availability and Performance Standards"). Service availability shall be calculated by dividing the difference of total number of seconds in each calendar quarter less the total number of minutes a Bulk Service is unavailable to the Community by the total number of seconds in each calendar quarter and multiplying by 100. Unavailability of any Service(s) due to planned maintenance(s) or Force Majeure events shall be excluded. The Service Availability and Performance Standards shall be maintained as follows:
 - i. Bulk Video Service: Shall achieve at least 97% quarterly and 98% Service Availability annually.
 - ii. Bulk Internet Service: Shall achieve at least 97% quarterly and 98% Service Availability annually.
 - h. The Service Level Report shall also include the following data pertaining to the Community: (i) overall performance data on the Bulk Services, (ii) total calls originating from the Community to the call center, service affecting tickets and service calls, (iii) and ONT up-time averages.
 - i. The technical quality of the video signal provided by the Company shall be at least equivalent to the transmission and reception of cable and/or satellite-transmitted programming, and in all events, will meet or exceed the technical standards for performance of a "cable television system" contained in the regulations of the FCC set forth in 47 C.F.R. § 76.605 (as such term is used therein), as amended and/or restated from time to time.
3. **Outage Credits.** Association shall be entitled to a credit for Major Service Outages (as defined in Section 1.3 above) as follows (credit shall be equal to the monthly Bulk Service Fee per unit times the number of units without service multiplied by the number of credit days shown below):

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 (Company)

4.1 For Major Service Outages as defined in Paragraph 1.3 above, and subject to Paragraph 1.4 above:

Length of Major Service Outage	Credit Penalties (Multiplied by Units affected)
Less than 12 hours	None
12+ hours	Pro-rata credit for each hour of Major Outage

4.2 The maximum credit each month shall not exceed the total monthly Bulk Service Fee. The credits set forth above shall be applied to the Associations monthly Bulk Service billing account within sixty (60) days following the month in which a qualifying Major Service Outage has occurred.

4.3 Outage credits shall be in addition to all other remedies afforded to the Association under the Agreement in the event that excessive outages occur that are not caused by Force Majeure, conditions outside of the Company's control, or by the Association, Unit Owner error, or by a defect in Association-owned or Unit Owner owned equipment (not purchased or provided by the Company). "Excessive outages" shall mean outages occurring within a quarterly or annual basis that prevent the Company from achieving the Service Availability standards as set forth above.

4. **Customer Service Orders.** Company shall, at all times during the Term of the Agreement, (i) meet and comply with the "customer service standards" contained in the regulations of the FCC set forth in 47 C.F.R. § 76.309 (as such term is used therein), as amended and/or restated from time to time, and the customer service standards and provisions and credit terms set forth in any applicable telecommunications ordinances and other applicable legal requirements. Additionally, there will be no service fee to the Association or the Unit Owner to send a service technician to a Unit to investigate, troubleshoot, cure or resolve a trouble ticket or service order issue that is not the fault of the resident.

5. **Emergency 911 Telephone Service Standards.**

Company will ensure that Emergency 911 service (hereinafter, "E-911" or successor requirement) will meet or exceed all local, state and federal requirements, including all FCC regulations. Association understands, acknowledges and agrees that it shall be responsible for ensuring that all Unit Owners and guests are notified of, familiar with, and understand the limitations of Company's Voice Over Internet Protocol (VoIP) telephone services. This responsibility includes, but is not limited to, Association using its best efforts to ensure that all Unit Owners subscribing to VoIP telephone services sign and submit to Company a VoIP 911 Waiver Form, in accordance with state and federal regulations.

Association acknowledges and agrees that Company may disconnect Voice Services, or refuse to connect such Voice Services, to any Unit Owner if that Unit Owner refuses to sign the FCC required VoIP E-911 waiver, as these state and federal regulations may be amended from time to time. At activation of an individual Unit Owner's phone service and upon written request of the individual Unit Owner, Company will provide documentation that E-911 emergency call address and information has been input correctly so that an E-911 call will be routed properly.

6. **Spam Management.**

The Company will employ a SPAM management system to reduce to a reasonable minimum SPAM traffic, and the Company is authorized to block any SPAM traffic emanating from the Community, the Association's facilities or an individual Unit. The Company may disconnect any Service to Association or a Unit who repeatedly distributes SPAM traffic until the Unit or Association demonstrates to Company's reasonable satisfaction that the SPAM activity has ceased. If Service to a Unit or Association is disconnected for SPAM traffic on more than one occasion, the Company may charge the Unit Owner or Association a reasonable fee for reactivation. No disconnection by Company due to SPAM management shall be counted when computing the service time percentages.

7. **Virus Protection.**

The Company must be capable of maintaining the network during inside or outside virus attacks and will maintain a "plan of action" for management of virus and denial of service attacks and recovery there from.

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The Company may disconnect Services to a Unit and/or Association whose device(s) are infected with viruses until the Unit and/or Association demonstrates to Company's reasonable satisfaction that the viruses have been eliminated. If a Unit and/or the Association is disconnected from Services due to virus-related issues on more than one occasion, Company must approve reactivation of the Unit's and/or Association's Service, and Company may charge the Unit Owner and/or Association (for their respective infected device(s)) a reasonable reactivation fee not to exceed \$75.00. No disconnection by Company due to viruses shall be counted when computing the service time percentages.

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