



RIGHT OF ENTRY AND INSTALLATION AGREEMENT

This Right of Entry and Installation Agreement ("Agreement") is made as of the date last signed below (the "Effective Date") between _____ ("Owner") and Omni Fiber, LLC ("Omni Fiber"), concerning the common areas of the building(s), grounds, and facilities located at _____ ("Property") for which Owner is the duly authorized entity to represent and bind the Property.

Omni Fiber would like to install certain fiber and associated equipment at the Property in order to provide its Omni Fiber to the Home service ("Service"), as such Service has been or may be requested by residents living at the Property. Owner would like to provide necessary approvals for Omni Fiber to install certain fiber and associated equipment necessary to provide Service as such Service has been or may be requested by residents living at the Property. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Owner grants to Omni Fiber, its contractors, agents, employees, and assigns the right to install, operate, maintain, repair, upgrade, and replace fiber optic cables, splice enclosures, innerducts, conduits, raceways, network cabinets and network equipment (collectively the "Facilities"), together with any necessary rights of access to the Property.
2. Owner understands and agrees that Omni Fiber owns and will continue to own the Facilities, which will not be deemed fixtures. Owner will not move, disturb, alter or change the Facilities except with Omni Fiber's written consent or in the case of an emergency.
3. Omni Fiber will exercise due care in entering the Property to perform installation, maintenance and repair on the Facilities.
4. Omni Fiber will obtain and maintain the following types of insurance: (i) commercial general liability (Bodily Injury/Property Damage) \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (ii) an umbrella policy in the amount of \$1,000,000 per occurrence.
5. The Initial Term will be for twenty years and commences upon the Effective Date. The Agreement will automatically renew annually for additional Renewal Terms unless a party provides written notice to the other at least six months before the end of the then current term. The Agreement will remain in effect for the Term, unless terminated as set forth in the Agreement.
6. This Agreement may be terminated by (i) Omni Fiber at any time or by (ii) Owner upon 6 months prior notice at any time after the Initial Term.
7. NEITHER PARTY, NOR OMNI FIBER'S CONTRACTORS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY LAW. NEITHER PARTY WILL BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN TEN THOUSAND DOLLARS, OR THE ACTUAL AMOUNT OF DAMAGES, WHICHEVER IS LESS.
8. This Agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
9. This Agreement does not create any agency or partnership relationship.
10. Owner, by signing this Agreement, represents and warrants that it is the owner, the owner's authorized agent, or the representative board for homeowners or condo association, for the Property, and that Owner has full power and authority to enter into the Agreement. Further, if Owner is a condo or homeowner's association, Owner has obtained any necessary approvals of the individual unit owners as required by law, the declaration or by-laws of the condo or homeowner's association.
11. This agreement is governed by the laws of Ohio, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Warren County, Ohio.

IN WITNESS WHEREOF the parties have executed this Agreement by persons duly authorized as of Effective Date.

Owner: _____

Omni Fiber, LLC

By: _____

By: _____

Name: _____

Name: Darrick Zucco

Title: _____

Title: CEO

Date: _____

Date: _____