

BUILDING ACCESS AND FIBER OPTIC CABLE AGREEMENT

4801 Minnehaha Avenue, Minneapolis, MN 55417

THIS AGREEMENT ("**Agreement**"), dated as of the effective date set forth below is between US Internet Corp. ("**Provider**"), and the party signing as Licensor below ("**Licensor**") and its successors and assigns. For valuable consideration the parties agree as follows:

GRANT OF LICENSE. Licensor hereby grants a non-exclusive license to Provider to use portions of the Property described on Section 2 to install its Communication Facility as described on attached hereto as Section 2 in a good and workmanlike manner, **as approved by Licensor** for the purpose of providing Provider's Services, as described on Section 2.

TERM. The initial license term is Ten (10) years ("**Initial Term**"), commencing on the Effective Date, unless Provider notifies Licensor by Sixty (60) days' written notice of its intention to cease providing the Service to the Property, unless this Agreement is otherwise terminated, or in the event of a default.

UTILITIES. Licensor agrees to provide all electrical power necessary for the operation of the Communication Facility within the Property. Provider shall be responsible at its cost for connecting its Communication Facility to electrical power and shall be solely responsible for all costs and expenses relating to maintaining such connections. Provider is responsible for ensuring all public utilities are located and marked prior to any underground work being performed on the Property. Licensor is responsible for locating and marking all private utilities on the Property including but not limited to water, electrical and irrigation.

ACCESS. Provider and its employees, agents, and subcontractors, shall have limited access to the Property and Building during normal business hours without charge for the installation, maintenance and operation of Communication Facility and any utilities used by it. Provider shall not be deemed to be in default under this Agreement, nor shall it be responsible for any damages to Licensor or any subscriber to the Provider's Services that may result from any delays in Provider's access to the Building to perform Emergency Repairs due to Licensor's inability or refusal to permit or enable Provider's immediate access to the Buildings for such purposes. Provider agrees to follow Licensor's reasonable access procedures, including checking in with any building manager or at a security desk, if available, and adherence to any additional reasonable procedures deemed necessary by Licensor.

MAINTENANCE. Provider will maintain at its sole expense throughout the Term hereof all equipment, wiring and elements of the Communication Facility installed by it on the Property .

OWNERSHIP AND USE. Licensor covenants and agrees that part of the Communication Facility constructed, erected, installed or placed on the Premises by Provider will become or be considered a fixture or a part of the Property, it being the specific intention of the parties hereto that all elements of the Communication Facility of every kind and nature will be and remain the personal property of the Provider and may be removed by Provider at any time during the Term. Provider shall have the exclusive right to use and control the use of the Communication Facility and all elements thereof for the Term. After the term ends, the Licensor will own the conduit and the Provider will no longer have exclusive access for the it but will retain the rest of the communications facility (switch, fiber, etc.) .

INDEMNIFICATION. (a) Provider agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from its installation, use, maintenance, repair or removal of the Communication Facility or Provider's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.

SECTION 2

DESCRIPTION OF FIBER OPTIC LICENSE AGREEMENT SERVICES

The Services to be offered and provided by Provider through the Communication Facility to the subscribers within the Building may include any and all communications and data transmission functions of which the Communication Facility may now or in the future be capable of, including but not limited to, broadband Internet access, telecommunication, television programming, video monitoring, and other related services which may be available over wired or wireless networks utilizing fiber optic cable, Ethernet wiring or other similar wired or wireless connections ("Services").

SCOPE OF STRUCTURED CABLING INSTALLATION

A cat6 cable is to be installed to each location as requested in the building from the demarcation point or points established by Provider in the Property. The cable end in the demarcation point will terminate with an RJ45 end. All cable runs will be tested, labeled and plugged into the switch, installed by the Provider.

INSTALLATION AND QUALITY STANDARDS

- There will be no charge for installation for the first 100 feet on conduit. Anything beyond that will be presented in a quote and will require the approval of the Licensor before construction begins.
- All cabling to follow architectural characteristics and existing cabling or building infrastructure to be in conformity with applicable building codes.
- All cable runs are to be clearly labeled at demarcation.

This Agreement may be terminated by Licensor by written notice to Provider prior to commencement of the installation of the Communication Facility if the proposed installation is not reasonably acceptable to Licensor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the _____ day of _____, 20____ ("**Effective Date**").

LICENSOR
Minneapolis Parks and Recreation
Board

PROVIDER
US Internet Corp., a Minnesota company

By: _____

By: _____

Print Name: _____

Print Name: John Whalen

Its: _____

Its: Director - Sales & Marketing
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