

PLEASE NOTE THIS IS THE TEMPLATE VERSION ONLY. INDIVIDUAL AGREEMENTS MAY VARY

TELECOMMUNICATIONS ACCESS AGREEMENT

This Telecommunications Access Agreement (the “License”) is entered into by and between Cloudwifi Inc. (“Cloudwifi”) and [REDACTED] (the “Corporation”). The purpose of this License is to provide various telecommunications services (“Internet Services”) to residents of the building located at [REDACTED] in [REDACTED], Ontario, more commonly known as [REDACTED] (the “Building”).

In consideration of the mutual rights and obligations herein expressed, the sum of \$2.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Cloudwifi and Corporation agree as follows:

- 1. Grant of Non-Exclusive Access.** Corporation grants to Cloudwifi the right to sell Internet Services to residents of the Building. Cloudwifi acknowledges that its rights are non-exclusive and that Corporation is free to enter into further services and/or access agreements with other service providers while this License is in effect, so long as those services are also sold to residents on a direct subscriber pay basis (non-bulk).
- 2. No Disadvantage.** Cloudwifi shall be granted the equivalent or similar marketing and promotional rights that Corporation grants to other service providers offering similar or comparable services to Cloudwifi.
- 3. Term.** Corporation may terminate this License at any time after the 10th anniversary date in accordance with the procedures set out by the CRTC or the Condominium Act.
- 4. Equipment.** Cloudwifi is granted rights to enter on and gain access in, over or under the common elements of the Building, including pathways, conduits, riser spaces, rooftops, utility closets, and telecommunications rooms in order to install, operate, and maintain equipment and cabling (collectively, the “Equipment”) for the purpose of sending, receiving, and providing Internet Services.
- 5. Building Access.** Except in the case of emergencies where prior notice shall not be required, Cloudwifi is granted access to the Building during normal business hours, 365 days per year, in order to maintain and operate the Equipment, subject to Cloudwifi providing reasonable notice to the Corporation or its agent of its intention to enter the Building. Individual installations will be conducted according to the rules of the Building.
- 6. Insurance.** Cloudwifi will maintain comprehensive general liability insurance with respect to the installation of the Equipment and the activities of Cloudwifi personnel on the Building, with an insured limit of not less than \$2,000,000 per occurrence, and will name Corporation as an additional insured. Within 30 days of execution of this License and at any other time, upon request, Cloudwifi shall provide a certificate of insurance evidencing such coverage.
- 7. Ownership.** All Equipment will remain the property of Cloudwifi at all times. The Equipment will not become a fixture despite any legal principle to the contrary and is installed for Cloudwifi’s exclusive use. Corporation agrees that it has no legal or equitable ownership interest in the Equipment.
- 8. Governing Law.** This License will be governed by the laws of the Province of Ontario, the Condominium Act, and the applicable CRTC regulations, ruling and orders. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal, and enforceable.

This License shall become effective as of the date last signed by both parties below.

Signature: _____

Name*: _____

Title: _____

Date: _____

Signature: _____

Name*: _____

Title: _____

Date: _____

* I/We have authority to bind the corporation

Cloudwifi Inc.

Signature: _____

Name*: _____

Title: _____

Date: _____

* I have authority to bind the corporation