CONFIDENTIAL

TELECOMMUNICATION SERVICES AGREEMENT

Solivita Community

This **TELECOMMUNICATIONS SERVICES AGREEMENT** (hereinafter, referred to, together with its attachments and exhibits, as the "Agreement") is made and entered into as of April __, 2023, by and between the Parties, **SOLIVITA COMMUNITY ASSOCIATION, INC.** (hereinafter, referred to as the "**Association**"), its successors and assigns, and **BLUE STREAM COMMUNICATIONS, LLC** (hereinafter, referred to as "**BLUE STREAM**"), its successors and assigns.

WHEREAS, BLUE STREAM owns and operates telecommunications systems in Florida, and desires to provide Cable Television, High Speed Internet, Digital Phone and other telecommunications services to be provided in the future (hereinafter, collectively referred to as the "Services") to the units at the property, listed directly below, on a bulk rate basis and on a retail rate basis; and

WHEREAS, the Association has certain rights and provides various services with respect to the **5,473**-unit (each, a "Unit") community, located at 395 Village Drive, Kissimmee, Polk County (hereinafter, referred to as the "County"), Florida 34759 (hereinafter referred to as the "Community"); and

WHEREAS, the Association is desirous of contracting with and receiving Services from BLUE STREAM for the Community listed herein; and

THEREFORE, the Parties agree as follows:

1. RIGHT OF ACCESS/EASEMENT GRANTED TO BLUE STREAM

A. The Association hereby grants BLUE STREAM the right of access to, across, under and over the Community as necessary or desirable during normal business hours for the installation, operation, maintenance, repair, upgrade, sales, marketing and disconnections of a telecommunications system (hereinafter, referred to as the "System") within and for all of the Units of the Community. The Association shall provide BLUE STREAM access to the Community for BLUE STREAM to conduct emergency repairs and/or maintenance to cure any type of Service outage experienced at the Community at any time reasonably necessary and subject to the Association's procedures for Community access.

B. This grant and conveyance by the Association to BLUE STREAM of this Easement has been memorialized in Exhibit A, attached hereto. While the Parties agree that this Agreement shall not be recorded in the Public Records of the County, the Association agrees that BLUE STREAM may record the Easement granted to it at BLUE STREAM's own expense.

C. BLUE STREAM agrees that its access to the Community shall not disturb residents or interfere unreasonably with the Association's or residents' access to and use of the Community.

In the event BLUE STREAM contemplates that its activities will interfere with the Association's or residents' access to or use of any portion of the Community, except in the case of an emergency, such as a Service outage, BLUE STREAM shall provide the Association with reasonable advance notice and coordinate such activities with the Association or its agent(s). BLUE STREAM and its employees and contractors shall comply with the Association's security requirements and regulations for access to the Community. The Association reserves the right to deny access to any person who fails to comply with the Association's regulations.

D. For purposes of clarification, nothing in this Agreement shall be deemed to prevent the Association from granting another provider of services (including the incumbent provider Spectrum using the existing buried coaxial cable) the right of access to the Community to provide its services to homeowners as long as said grant does not interfere with BLUE STREAM's delivery of its Services to the homeowners within the Community and said grant is not in the form of a bulk agreement for any services which services are directly competitive with those Services provided by BLUE STREAM under this Agreement.

2. OWNERSHIP OF SYSTEM BY BLUE STREAM

A. BLUE STREAM shall own (except as hereinafter provided), install, repair and maintain the System in good working condition at the Community at its own expense. The System shall include, but is not limited to, fiber optic lines, including fiber-to-the-home wiring and connections consistent with prevalent industry standards and practices for installing fiber optic cabling to each unit, and other internal wiring, amplifiers, converters, pedestals and all other equipment necessary for the provision of the Services to the Units within the Community. The ownership of all parts of the System shall be and remain the property of BLUE STREAM throughout the Term of this Agreement. Notwithstanding anything in this Agreement to the contrary, the in-unit wiring (which shall include all telecommunications wiring, fiber and conduit, both existing and newly installed, beginning at the exterior wall of the Unit) shall be owned by the Unit owner or the Association but shall be maintained by BLUE STREAM without additional cost to the Association during the Term of the Agreement.

B. BLUE STREAM, at its sole cost and expense, will be responsible for obtaining all necessary permits, licenses and approval in connection with its installation and operation of the System. Moreover, BLUE STREAM shall commence acquiring any necessary permits or licenses and shall start work for the installation of the System immediately upon execution of this Agreement.

C. Should this Agreement not be renewed after its expiration, BLUE STREAM shall continue to have full ownership of all portions of the System installed within the Community, with the exception of in-unit wiring. After termination of this Agreement except in the event of default, BLUE STREAM may continue to utilize all portions of the System, including in-unit wiring with the unit owner's written permission, should any resident unit owner within the Community desire to continue to receive BLUE STREAM's Services.

D. Following termination of this Agreement, in the event BLUE STREAM's System interferes with the installation or operation of facilities of another provider that has been granted

an agreement by the Association to provide services to the Community, by the date specified in notice by the Association, BLUE STREAM and the new provider shall meet and confer to resolve the interference. BLUE STREAM's reasonable relocation of its SYSTEM shall be at BLUE STREAM's cost.

3. TERM

A. The Term of this Agreement shall be for **ten (10) years**, from April 17, 2024, or the date that the System is activated and offering Bulk Services to all of the Units of the Community, whichever is later (the "Effective Date"). This Agreement shall automatically renew for a period of one (1) year if neither Party provides notice of intent to not renew more than ninety (90) calendar days before the end of the then current Term.

B. The Effective Date is based upon the current agreement with the Association's present provider of similar services, which has been provided to and has been accepted by BLUE STREAM.

C. In the event that BLUE STREAM has not completed the installation of the System and is not offering Services to each Unit by April 17, 2024, and if the current bulk provider will not extend the existing bulk services on a month-to-month bulk services basis, then BLUE STREAM shall pay directly to the un-activated Unit owners who have not yet been offered the Services, the difference between the bulk rate that the Community pays to its current provider for its current bulk services and the retail rate for those services per Unit, including any difference in applicable taxes and fees. By way of example, if the Association pays One Hundred Dollars ($100.00) per month per Unit for bulk service to its current provider and after the expiration of the bulk rate on April 17, 2024, the current provider charges One Hundred and Fifty Dollars ($150.00) per month retail rate for the same service, BLUE STREAM shall pay the un-activated and not-yet-offered Unit owners directly Fifty Dollars ($50.00) per month per Unit until such time as BLUE STREAM activates bulk Services to each Unit. However, should BLUE STREAM be delayed as the result of a *force majeure* event or actions by the Association or a third party other than a BLUE STREAM subcontractor, the Effective Date shall be the date that the System is activated and offering bulk Services to all Units within the Community and BLUE STREAM shall not be liable for the above payment to the Association.

4. INSTALLATION AND MAINTENANCE OF THE SYSTEM

A. BLUE STREAM agrees to provide all labor, materials and equipment needed to operate, design, install, upgrade, repair and/or maintain the System at the Community based upon standards set forth in Exhibit D, attached hereto.

B. BLUE STREAM shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. All fiber optic lines buried throughout the Community shall be enclosed in conduit or will be direct buried using armored fiber. All above ground equipment shall be concealed by material suitable for such purpose, which is aesthetically consistent with the Community and meets the approval of the Association.

C. BLUE STREAM shall offer a System that will adequately provide the Services to the Community, which shall include:

1. Optical Network Terminal ("ONT") Placement: All in-unit ONTs shall be capable of delivering up to 10 Gbps/10Gbps. BLUE STREAM shall use commercially reasonable efforts to install fiber optic cables to connect the ONT to the System. The ONT will most commonly be located inside the home along the exterior wall of the utility wall of the home. The home owner may request that the ONT be moved up to twenty-five (25) feet in the home from the exterior wall utilizing a "clear fiber" installation. If a conduit exists that is open and accessible to the technician, the fiber will be pulled through the conduit to the conduit location so long as the conduit is free and clear of obstructions. This installation point shall be referred to as the "Demarc." BLUE STREAM shall attempt to accommodate the resident's preferred location for the Demarc at no additional cost to the Association so long as it conforms to the installation requirements noted above. BLUE STREAM may have the final choice of location to the extent necessary to ensure a proper signal and access to power. Installation to the Demarc will be completed at no charge to the resident or Association so long as the Demarc conforms to the installation requirements noted above. If a home owner requests that the ONT be located at a different location than the ones noted above, then the home owner may incur a cost for a custom installation at the then current rate.

2. ONT Power: ONTs require an existing 120-volt AC outlet to power them. BLUE STREAM will choose a Demarc location near an outlet such that power can be provided to the ONT. BLUE STREAM shall have sole discretion on choosing the location of the ONT to the extent necessary to ensure that the ONT has power to operate.

3. Demarcation Point: If a resident chooses a Demarc location that does not conform to the installation requirements noted in Section 4.C.1. and 4.C.2. above, then the resident may incur a charge for a custom installation of both telecommunications conduit and fiber optic cable to the chosen Demarc location, which charge, including installation through the unit's attic, shall generally not exceed seventy-five dollars ($75.00) per hour if the work is requested prior to or within the first ninety (90) days after the Effective Date. If the installation is requested after the Effective Date, the installation rate will be one hundred dollars ($100.00) per hour. Individual resident's arrangements for custom installation, servicing and disconnection shall be made directly with BLUE STREAM and BLUE STREAM shall provide individual resident with a work order or other similar documentation setting forth the applicable fees and installation charges for a custom installation. If the resident selects a location where power is not available, the resident will be responsible for adding outlets to supply power to the Unit.

4. Set-Top-Boxes: BLUE STREAM will use set-top-boxes that are primarily connected via wireless connections, but also have a wired ethernet connection option. All locations for set-top-boxes must be within six feet of a 120-volt AC outlet. The wireless connection will be supported via the wireless mesh network and BLUE STREAM will ensure that the set-top-boxes are connected at a speed required to support 4K streaming (at least 30Mbps). Should there be an issue with the wireless connectivity, BLUE STREAM or the resident may elect to connect the set-top-boxes via a MoCa ethernet bridge using existing in-unit ethernet wiring.

5. Distribution Wiring: Distribution Wiring includes the wiring, hubs, repeaters, amplifiers, termination boxes and all other equipment necessary to transmit the Services. The Distribution Wiring originates at that certain point where BLUE STREAM's facilities enter the Community through conduit connecting to each Unit and interconnecting to the in-unit wiring at the Demarc for each Unit. The Association hereby grants to BLUE STREAM the right to install the Distribution Wiring through such conduit as necessary to provide the Services. BLUE STREAM shall have exclusive ownership of and exclusive access and right to install, operate, inspect, alter, improve, upgrade, rebuild, add to, disconnect, replace, remove, repair, market and maintain (collectively, "use rights"), the Distribution Wiring installed by BLUE STREAM on the property. To exercise these exclusive ownership, access and use rights, BLUE STREAM shall be granted an easement, attached hereto as Exhibit A, for all Distribution Wiring and equipment. BLUE STREAM agrees to provide fiber optic wiring throughout the backbone main distribution lines to each in-unit Demarc.

6. Hub Equipment and Locations: Consistent with the installation plan to be provided to and approved by the Association, agreed to herein as a fiber optic network solution, the Association shall permit BLUE STREAM to install, assemble and construct all equipment, communication facilities and materials necessary to provide the Services to the Community (the "Equipment"). All Equipment installed at the Community to provide the Services shall be and remain at all times the personal property of BLUE STREAM.

7. Wi-Fi Signal: BLUE STREAM's wireless mesh network shall support speeds that enable all rooms of the Unit that are under air, including the main house and, when present, a "Casita" separate building, located on the same lot as the main house, to be able to stream 4k video Services (of at least 30Mbps for a wireless device). Verification of this will be done by BLUE STREAM technicians utilizing then current wireless testing equipment. If a Casita is unable to receive a 30 Mbps signal even though Blue Stream has installed a mesh network device in the main house at the nearest practical point to the Casita and also installed a second mesh network device in the Casita at the nearest practical point to the main house, BLUE STREAM will offer the resident alternative options that may result in a charge for hardwiring of the Casita.

8. In-Unit Equipment: All in-unit ONTs shall be "Calix GP1101X 10Gig" and all in-unit mesh networking equipment shall be "Plume Superpod," as described in their manufacturers' specifications, attached hereto as Exhibit E. BLUE STREAM will supply these two models or equivalent, subject to supply chain issues or other situations that are out of BLUE STREAM's control.

9. Upgrade of In-Unit Equipment: BLUE STREAM will upgrade in-home equipment, including ONTs, mesh networking equipment, set-top-boxes, VOIP landline telephone equipment and any other in-home equipment provided by BLUE STREAM, to the most current version of such in-home equipment and standards (such as internet speed, ONT speed, 4K TV, 8K TV, WiFi 6E, WiFi 7, Matter, ZWave, Zigbee, etc.). After the initial installation, should a unit turn over, at BLUE STREAM's sole discretion, BLUE STREAM may upgrade the in-home equipment that BLUE STREAM makes available in any residential community to which BLUE STREAM provides optical fiber bulk Services. BLUE STREAM will automatically install the most current software and standards upgrades to such in-home equipment it installed at that current time.

D. The Association shall be responsible for any damage to the System caused by the negligence of the Association, its agents or employees. The Association shall hold harmless BLUE STREAM from and against any and all losses or damages (including reasonable attorneys' fees) solely arising from (a) any negligent act or negligent omission of the Association, its agents or employees, or (b) any claim, demand, legal proceeding or similar action instituted by any person or entity providing or seeking to provide multi-channel video programming or other services similar in nature to the Services provided by BLUE STREAM to the Community.

E. **Secondary Conduit Placement**: 1. BLUE STREAM will install an empty two-inch (2") conduit (the "Secondary Conduit") as part of the System for the purpose of it being used at a later date to support 5G and/or cellular services within the Community. The location for the Secondary Conduit will be generally along the primary roads within the Community. The Association and BLUE STREAM will mutually agree to the exact location of the Secondary Conduit. If a 5G or cellular provider desire to utilize the Secondary Conduit, it must execute a non-exclusive use or lease agreement with BLUE STREAM for the right to use, lease or purchase the Secondary Conduit on a non-exclusive basis that permits other 5G or cellular providers to also concurrently use, lease or purchase the Secondary Conduit also on such a non-exclusive basis.

2. Use, sale or lease of the Secondary Conduit will be available to all current and future Mobile Network Operators ("MNO"), including without limitation Verizon, AT&T and T-Mobile, but otherwise will not be made available to a direct competitor of BLUE STREAM that provides similar Services. BLUE STREAM will reasonably consider any non-competitive 5G or cellular provider who request use, purchase or lease of the Secondary Conduit and will discuss any legitimate proposals from such provider with the Association. However, the selection of a non-MNO 5G or cellular provider will be at BLUE STREAM's sole discretion.

3. [redacted]

5. CUSTOMER SERVICE COMMITMENTS

A. BLUE STREAM agrees to take commercially reasonable efforts to abide by the FCC Standard Rules pertaining to standard levels of service as set forth in U.S. Government Title 47 – Chapter 1, Subchapter C, Part 76, Subpart H, Section 76.309.

B. **Technical Quality of Services**: The Video, Internet and Telephone Services signals provided to residents at the Community must be high quality. The signal quality, technical standards and general operations associated with the Services must be consistent with industry standards and must conform in all material respects to Applicable Laws, Society of Cable Telecommunications Engineers ("SCTE") standards, this Agreement and other industry specifications and requirements in effect from time to time.

C. Additionally, BLUE STREAM shall adhere to the following minimum service and performance levels for the Term of this Agreement. The Association shall have a right to audit the achievement of this service and performance level upon written request (including email). The right to audit may be exercised up to once per six (6) month period, unless BLUE STREAM is found to be out of compliance with the service and performance levels; in that case, the audit may occur once every thirty (30) calendar days until the service and performance levels are achieved. The audit will be conducted via a service and performance level report provided by BLUE STREAM to the Association within fifteen (15) business days of a written request by the Association. The Parties acknowledge that damages associated with non-material issues with service and performance are difficult to ascertain. Accordingly, should BLUE STREAM be found to not meet these service levels and not correct them within thirty (30) calendar days of notification of non-performance, then BLUE STREAM will be assessed liquidated damages equal to five percent (5%) of the monthly total cost of bulk Services, excluding taxes and government fees, up to a maximum liquidated damages in any consecutive six (6) month period of two and one-half percent (2.5%) of the six months total cost of bulk Services. Any liquidated damages will be paid to the Association as a direct payment and not as a bill credit. Any such failure to correct service levels within thirty (30) calendar days of notification of non-performance shall also be grounds for termination of this Agreement by the Association after notice as required by Section 15 of this Agreement.

1. Telephone Availability: BLUE STREAM shall maintain a local or toll-free telephone number, which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week, 365 days per year including holidays, with technical support available twenty-four (24) hours per day. BLUE STREAM's customer service representatives shall be U.S. based during the Term of this Agreement. Should BLUE STREAM ever have non-US based customer support BLUE STREAM will reduce the telephone monthly service rate by Five Dollars ($5.00) per month per Unit. In addition, under normal operating conditions, Average Speed to Answer ("ASA") shall be maintained at a threshold of one (1:00) minute or less at least 90% of the time to be measured over a 30-calendar-day period. This ASA shall exclude any *force majeure* events.

2. Installation: Unit installation of Services must be completed within seven (7) business days after request, unless (i) the Unit resident requests a longer installation period, (ii) BLUE STREAM is unable to complete the installation due to a resident's failure to provide access (including missed appointments where BLUE STREAM arrived during the agreed-upon installation period) or (iii) BLUE STREAM has no control over the timeframe to transfer services from another carrier, but BLUE STREAM will complete the installation of all Services not affected by the other carrier, if possible.

3. Same Day Support: Under normal operating conditions, BLUE STREAM will offer in-home service calls for residents who have lost a Service (e.g., Internet and/or video Services are unavailable) within four (4) hours of them calling BLUE STREAM so long as they call between 8am and 2pm Monday through Saturday. "Normal operating conditions" exclude operations during *force majeure* events or other events including but not limited to events caused by third parties other than BLUE STREAM subcontractors. Otherwise, residents will be provided Service the next business day (Monday through Saturday) so long as the resident calls BLUE STREAM. BLUE STREAM shall cure Service issues reported by residents on the same or next business day at least ninety percent (90%) of the time when measured over a thirty (30) calendar

day period. In addition to other remedies available, if BLUE STREAM does not cure the lost Service on the first visit, the resident will be provided with a one-time-for-each-unavailability twenty-dollar ($20.00) credit on their BLUE STREAM account and offered a preferred follow-up visit. The credit can only be used for BLUE STREAM Services beyond those Bulk Services included in Section 6 below.

4. Internet Availability and Throughput: Consistent with the Proposal, BLUE STREAM guarantees Internet Service shall be available 97% of the time measured over a thirty (30) calendar day period, 98% of the time when measured over a quarter and 99% of the time when measured over a year. The maximum level of throughput rate set forth in Section 6.B.1., at which the resident may send and receive data at any time and the maximum throughput rate generally will be sustained at least ninety percent (90%) but in no event below eighty percent (80%) of the "up to" speed at ninety-five percent (95%) of the time when measured over a 30-calendar day period. For example, if the "up to" speed is 1Gbps, the speed will be guaranteed at least 900Mbps. Speed will be measured from an appropriately equipped device for BLUE STREAM's System, which is hardwired to the ONT via the Ethernet connection and is testing speeds to the BLUE STREAM System. The through-put 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 BLUE STREAM's System congestion, time of day and the accessed website servers, among other factors.

5. Video Reliability: BLUE STREAM agrees to perform System maintenance that may disrupt Services during hours when the least number of residents are using the Services, such as between 2am and 6am, and shall notify the Association (or its manager) at least twenty-four (24) hours in advance of any planned System maintenance that will disrupt Services. BLUE STREAM shall undertake commercially reasonable methods to notify subscribers at least twenty-four (24) hours in advance of any planned System maintenance that will disrupt Services. BLUE STREAM's Video and Internet Services will comply with the following Customer Service Level and Performance Standards with respect to reliability. For Video Services, Service availability is calculated by dividing the difference between the total number of seconds in each calendar quarter less the total number of seconds an Outage is uncured for Video Services at the Community by the total number of seconds in each calendar quarter and multiplying by 100. BLUE STREAM's Video Services will achieve at least 97% monthly, 98% quarterly and 99% Service Availability annually.

6. BLUE STREAM shall provide the Association with the standard BLUE STREAM operations report on a quarterly basis that will include performance data on Internet performance including up and down times, Video performance, total calls to the call center, service visits and ONT performance. Upon the Association's request, BLUE STREAM shall provide more frequent reports in the event there are issues with these standards.

D. For any System-wide outage (all units within the Community) that lasts longer than twenty-four (24) hours, the Association will be provided with a credit equal to one (1) calendar day of billing for each twenty-four (24) hour period of outage of the Bulk Services at the then current rate. This credit excludes all *force majeure* events or any event that is outside of BLUE STREAM's control, such as an outage due to the Ethernet transport circuit. Credits will only be

issued for full twenty-four (24) hour periods for the outage and will be issued as a payment to the Association from BLUE STREAM, not as a bill credit.

E. BLUE STREAM will provide a dedicated account manager ("Account Manger") who is an employee of BLUE STREAM capable of assisting to resolve construction, service, billing and other issues for the Association and will ensure that the Association and its property manager have current contact information (email and cell phone) for such Account Manager throughout the Term of this Agreement.

F. In addition to the Account Manager, BLUE STREAM will provide a full-time (40 hours per week on a mutually agreed schedule, excluding holidays) representative who is an employee of BLUE STREAM. The Association shall provide the representative with a location that is at least 10 feet by 10 feet to set up a temporary desk. The location must also be in an air-conditioned space and have access to a 120-volt AC outlet to power a computer and demonstration of Services. The representative will assist residents with questions about their Services or billing as well as schedule in-unit service appointments.

G. BLUE STREAM shall exercise reasonable prudence and care with selecting any employee or other person who installs equipment within or otherwise may enter a Unit owner's home. After the initial install period, two BLUE STREAM technicians who are employees or approved certified contractors of BLUE STREAM will be fully dedicated to the Association and the individuals may change from time-to-time. Should there be a day or time when there is no required work for the technicians they may be temporarily utilized in the surrounding area. BLUE STREAM employees and approved subcontractors to BLUE STREAM must provide: Clean Background Screen; Clean Drug Screen; and Clean E-Verification.

6. BULK SERVICES AND RATE

A. BLUE STREAM will provide Cable Television Services to each Unit within the Community, consistent with its Proposal, which shall include:

1. Digital Core (*see* Exhibit B attached hereto);
2. Two (2) TiVo set-top-boxes;
3. Network DVR with storage for up to 200 hours of recording per unit;
4. ONT to support Services;
5. Wireless mesh pod network devices sufficient provide a wireless signal as described in Section 4.C.7., and
6. HD Video Service.

B. 1. BLUE STREAM shall provide to each Unit of the Community Internet Service of up to 1Gbps symmetrical internet (meaning, both download and upload data speeds of up to 1Gbps) and a Wireless ONT along with wireless mesh pods as necessary to satisfy BLUE STREAM's commitment to a "Whole Home Managed Wi-Fi Solution" as set forth in its Proposal. BLUE STREAM shall increase, at its cost, the symmetrical Internet speed referenced above by an amount not less than 200Mbps on or before every second-year anniversary of this Agreement.

2. Each resident shall have the choice to select Internet or Digital Phone Service from BLUE STREAM. If the resident selects Digital Phone Service, it shall replace Internet Service as the second Service and shall be provided to the resident in lieu of Internet Service. If the resident initially chooses to add Digital Phone Service in lieu of Internet Service and later decides to replace Digital Phone Service with Internet Service, the Digital Phone Service shall be available to the resident at the rate available at the then current rate pursuant to Exhibit C of this Agreement.

C. 1. Beginning on the Effective Date, BLUE STREAM will provide a bulk rate to the Association for the Services set forth in Section 6.A. and B. above to each Unit within the Community at a rate of $59.95 per unit per month inclusive of all fees and surcharges (exclusive of all applicable governmental taxes and fees actually paid to a governmental entity).

2. On the first day of the month following the first annual anniversary of this Agreement, which shall be April 17, 2025, or one year after such other later date that Services are activated at the Community, BLUE STREAM may on the first day of a month increase the monthly bulk rate for the Services commencing on each anniversary, but never more than once in any calendar year, at a rate increase structure shown in the chart below, after providing the Association with at least thirty (30) calendar days' written notice and setting forth the amount and effective date of the increase.



D. Beginning April 17, 2024, BLUE STREAM shall invoice the Association based upon standard industry practices of billing for all Bulk Rate Services for Services being provided to all Units within the Community on a monthly basis, at the beginning of or prior to each month for Services to be provided during that month. The invoice shall be itemized for each of the Services provided and shall for each such Service show both the monthly rate per unit and the number of Units to be served during that month. The Association shall pay such invoice within thirty (30) calendar days of the later of the first day of the month or the date of the invoice.

1. Should additional residential Units be added to the Community on or after the Effective Date, the Association shall provide a Certificate of Occupancy to BLUE STREAM and each such Unit shall be offered installation and activation as provided herein and will be added to the number of Units for billing.

2. The Association will be responsible for the billing and collection of fees from the Units within the Community for all Bulk Rate Services set forth in Section 6.A. and B. above. The Association shall not be responsible for the billing and collection of fees for any Services subscribed to and received by individual units within the Community other than those Services set forth in Section 6.A. and B. above.

E. **Video Services Removal**: The Association may request to remove the Cable Television Services selected in Section 6.A. on or after April 17, 2025, with sixty (60) calendar days' written notice. In such event, the Association and BLUE STREAM will cooperate to arrange

for the return of set-top-boxes that were provided as part of the bulk Services at no charge to residents. If the Association exercises this option, [redacted] The annual rate increase reduction will only occur if the Association elects to remove Cable Television Services from the bulk Services.

F. **Product Preservation**: If the Cable Television Services are removed (*see* Section 6.E., directly above), the Association agrees that it will **not** enter into a bulk video agreement with another provider until the termination of this Agreement related to such removed Cable Television Services.

G. BLUE STREAM shall disconnect Services being supplied to any unit upon receiving a written notice from the Association that the Unit's owner has been suspended by the Association for use for non-payment. The Association shall promptly notify BLUE STREAM upon the Unit owner's suspension being lifted and, in such event, BLUE STREAM shall reconnect Services being supplied to the unit as promptly as possible and within no more than seven (7) calendar days. BLUE STREAM may charge and collect a seventy-five-dollar ($75.00) fee from the Unit owner corresponding with each disconnection and reconnection requested pursuant to this Subsection.

7. ADDITIONAL SERVICES FOR UNITS

A. Each Unit within the Community shall be able to subscribe to BLUE STREAM's Additional Services as outlined below. The Additional Services listed in Exhibit C are not an exhaustive list of all Services offered, are subject to change and may be dependent upon purchasing underlying Services (e.g., premium channels require a set-top-box to be viewed on a television set). Two (2) set-top-boxes are provided to the Unit resident as part of this Agreement. If a resident wants to receive other than basic channels on other television sets, they must purchase additional set-top-box for each additional television subject to retail pricing outlined in Exhibit C. Any price listed in Exhibit C is exclusive of all applicable fees, and taxes and is subject to change, unless otherwise noted. BLUE STREAM will individually bill any Unit owner or resident who subscribes to and receives any of the Additional Services set forth above.

B. BLUE STREAM agrees to offer within the Community at a minimum the Additional Services that it generally makes available to residential customers within the County. At a minimum, as set forth in the Proposal, during the Term of the Agreement, BLUE STREAM shall offer Unit residents the option to upgrade Internet Service to up to 2 Gig for no higher than thirty-five dollars ($35.00) per month over the amount paid for bulk Services.

C. BLUE STREAM's rates for the Additional Services must at all times be no higher than its standard retail rates offered by BLUE STREAM to residential customers in the County. BLUE STREAM shall limit Additional Service rate increases to no more than one (1) time annually, and any such service rate increases must be consistent with rate increases applied to all residential customers in the County.

D. BLUE STREAM will allow subscribers to terminate Additional Services without any penalty or early termination fee if the subscriber is no longer able to receive the Additional Services due to the subscriber moving out of the Community or BLUE STREAM's cessation of Additional Services to the Community for any reason (including expiration or earlier termination of this Agreement); provided, however, that in the event a subscriber moves out of the Community and had received an up-front cash-back or other cash incentive, BLUE STREAM may require the subscriber to reimburse a pro-rated portion of the incentive based on the amount of time remaining in the subscriber's contract for the Additional Services.

E. The Parties acknowledge that there are other entities that provide similar services on a retail basis within the Community that are comparable to those offered by BLUE STREAM and that the provision of services by third-party providers in the Community does not constitute a violation by either Party of this Agreement.

F. **BLUE STREAM Digital Phone Service ("Phone Service")**: $19.95/month plus taxes actually paid to a governmental entity consists of unlimited local and long-distance service (U.S., Puerto Rico, Guam, Canada and the U.S. Virgin Islands) and up to twenty-nine (29) calling features as shown on BLUE STREAM's website. This price of $19.95/month is locked-in for the Term of this Agreement, unless BLUE STREAM incurs costs for this Service that increase by more than five percent (5%), in which event the price per month may be increased by no more than the excess of the increase in such costs above five percent (5%).

8. SERVICES PROVIDED TO THE COMMUNITY

BLUE STREAM shall provide the following minimum Services to the Community at no additional charge to the Association or the Unit owners of the Community:

A. BLUE STREAM will provide Cable Services to up to forty (40) televisions at locations to be mutually agreed upon by the Parties: provided that a single exercise room will be counted against this numerical limit as a single television at a single location and BLUE STREAM will provide Cable Services to all of the multiple television screens in each such exercise room, there currently being two such exercise rooms in the Community. Such locations will be provided to BLUE STREAM within ten (10) days of the execution of this Agreement. BLUE STREAM will provide one set-top-box and 1 remote capable of receiving the Digital Core lineup.

B. BLUE STREAM will provide the fiber connection and Internet Services to the following locations with each location having one access point to provide sufficient bandwidth to 1 Gbps Internet Service and equipment and wi-fi signal and equipment as described above, including without limitation in Section 4.C.8., and the Association must provide power at each location:

1. The Village Center, including:

Ballroom (BLUE STREAM shall install an ONT dedicated to the Ballroom with speeds of at least 1Gbps download and 1Gbps upload. These speeds are intended to support up to 250 users of the services. Furthermore, should the Associations' current WiFi equipment not support the 250 users, BLUE STREAM will install Plume SuperPods, or technical equivalent

or better, as needed to achieve the desired result. Pods will be installed in areas with existing 120v AC electrical outlets.)

Waterfront Galleries
Riviera Spa & Fitness Center
Sales & Administration Building
Model Center
Three Restaurants
Freedom Park Pavilions
Pickleball & Tennis Courts & Softball Field
Dog Park and
Future Theater

2. Other locations in the Community, including:
The Palms Amenity Center
Eleven (11) Neighborhood Swimming Pools and Meeting Rooms;
Multiple Sports Facilities;
Golf Clubhouse;
Recreation Center;
Six (6) Gate Houses;
RV Storage Area; and
One (1) future amenity site.

3. The Association shall provide architectural drawings and relevant plans for the future amenity site at least six (6) months prior to provision of the fiber connection and Internet Services to the future Theater and future amenity site.

BLUE STREAM shall manage and offer Wi-Fi Services in these locations without charge.

C. **Community Channels**: BLUE STREAM will provide two (2) community channels in the lineup. The Association will need to provide the content for these channels.

D. During the installation process, the technicians will train and educate residents on the use of equipment, products and Services. Residents who require further assistance will be able to engage with the available on-site representative during and after the installation period.

E. BLUE STREAM will have available to the residents a special bulk-community customer service line and the Association and Property Manager will have access to the dedicated Account Manager for the Term of the Agreement as referenced above in Section 3.

F. A Construction Manager and Project Manager will be assigned to oversee the entire build-out process and will be available to the Association and its property manager as needed for the Term of the Agreement.

G. BLUE STREAM shall use its best efforts to have a representative attend the Association's Board of Directors' public meetings at least once per calendar quarter. A

representative of the Association's Board shall provide BLUE STREAM with at least seven (7) calendar days' notice of the date, time and location of said meetings.

9. PAYMENT TO THE ASSOCIATION

A. 1. BLUE STREAM will make a one-time payment to the Association in the amount of One Million, Five Hundred Five Thousand, Seventy-Five Dollars ($1,505,075.00 - $275.00 per unit x 5,473 total Units) using the following payment terms: Sixty (60) calendar days after receipt of the ratification notice, BLUE STREAM shall pay fifty percent (50%) of the payment amount to the Association. The remaining fifty percent (50%) shall be paid sixty (60) calendar days after installation of the System, but not before April 17, 2024. The Association shall submit a completed W-9 form to BLUE STREAM for each payment.

2. [redacted]

a. Sixty percent (60%) of the compensation due sixty (60) days after receipt of the Association's ratification notice.

b. Thirty percent (30%) of the compensation due sixty (60) days upon the complete activation of all the Units offered Service Units and the Locations set forth in Sections 8.A. and B. of this Agreement.

c. Remaining Ten percent (10%) of the compensation within one hundred and twenty (120) days of complete activation of all Units/locations and the Association's Punch List has been resolved as described in this Agreement as set forth in Exhibit D, Section 18 and confirmed by the Association's President and Vice President.

d. Before these payments may be made by BLUE STREAM they shall be approved by the Association's President or Vice President, once either verifies the stage is complete.

B. 1. Should this Agreement be cancelled pursuant to a vote of Unit owners in accordance with Florida Statutes Section 720.309(2)(a) ("Fla.Stat."), then BLUE STREAM shall not be liable to the Association for the payment referenced in Section 9.A.1 and 9.A.2. directly above and the Association shall have no liability to BLUE STREAM, except for the reimbursement for all costs and expenses, including but not limited to permitting, design of system, equipment and labor, incurred by BLUE STREAM in installing the System and all monies paid to the Association as set forth in Section 9.A. and B. above; neither payment to BLUE STREAM shall be considered a penalty. This payment shall be made to BLUE STREAM within sixty (60) days from the submission of invoices to the Association.

2. In the event that the Association terminates this Agreement pursuant to a Unit owner vote in accordance with Fla.Stat. more than two (2) years after the Association has commenced payment for bulk Services, BLUE STREAM shall be entitled to the reimbursement of the payment referenced in Section 9.A. on a *pro rata* basis. By way of example, if the Agreement

is cancelled half-way through the Term, the Association would refund one-half (½) of the payment. Nothing in this Agreement shall waive the Association's or Unit owners' rights under Fla.Stat. In the event of a vote to cancel this Agreement pursuant to Fla.Stat., the provisions of Section 2 of this Agreement that apply upon expiration shall apply and BLUE STREAM may continue to offer Services on a retail basis within the Community.

This Section 9.B. shall not apply to termination of this Agreement in accordance with Section 15. below.

10. SALES AND MARKETING PRIVILEGES

A. The Association agrees to grant BLUE STREAM, its agents and employees exclusive sales and marketing rights for the Term of this Agreement to perform the following activities:

1. a promotion in the Association's newsletter, should the Association provide an Association newsletter;
2. a dedicated listing with BLUE STREAM's name, logo, telephone number and website address in all new move-in packets provided by the Association, should the Association provide new move-in packets;
3. exhibiting space at all Association events held within the Community upon request by BLUE STREAM;
4. placing a link on the Community's website/page to allow its residents and members to access BLUE STREAM's website where that specific Community/Association is found on BLUE STREAM's site.

All for the purpose of permitting BLUE STREAM to sell its Additional Services to the residents of the Community.

B. If BLUE STREAM installs Wi-Fi access points within the Community, BLUE STREAM may promote the Community as a Wi-Fi access point in all forms of media and shall have exclusive right to market the provision of Wi-Fi at the Community, subject to any rights that may be granted to 5G or cellular providers pursuant to Section 4.E above.

C. **On-Site Sales**: In accordance with the Association's By-Laws, the Association is unable to grant to BLUE STREAM the right to conduct door-to-door sales activities within the Community.

11. REPRESENTATIONS AND WARRANTIES

A. The Association represents and warrants that it holds easements rights over the Property for cable and communications systems and is authorized to enter into and perform all obligations set forth under this Agreement. Further, the execution and performance of this Agreement does not conflict with or violate any other instrument, document or other obligation of the Association, either contractual or otherwise, including any judgment or order of decree of any court or government agency.

B. BLUE STREAM represents and warrants that it is the holder of a valid State-Issued Certificate of Franchise Authority for Cable and/or Video Service to operate in the County, Florida, and as such is authorized to enter into and perform all obligations set forth under this Agreement, and further that the execution and performance of this Agreement does not conflict with or violate any other instrument, document or other obligation of BLUE STREAM, either contractual or otherwise, including any judgment or order of decree of any court or government agency.

12. NOTICES

All notices, demands, requests, or other communications required or permitted hereunder must be in writing and deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested or sent by a nationally recognized overnight delivery service addressed as follows, or to such other address of which either Party hereto may notify the other in writing:

To BLUE STREAM: 12409 NW 35th Street, Coral Springs, FL 33065
Attention: Vice President/General Manager
Telephone: (954) 753-0100

with a Copy to: BLUE STREAM's Vice President and General Counsel
Philip J. Kantor, Esq., pkantor@bluestreamfiber.com

To the Association: 395 Village Drive, Kissimmee, FL 34759
Attn: President of the Board of Directors

with a Copy to: Association Legal Counsel, Bush Ross P.A.
1801 N. Highland Ave, Tampa, FL 33602
Attn: H. Web Melton, Esq

with a Copy to: Community Manager, Attn: Rudy Bautista, LCAM
395 Village Drive, Kissimmee, FL 34759

Either Party may designate a different person, place or places for notice by delivering notice to the other Party in accordance with this Section.

13. ASSIGNMENT

A. BLUE STREAM may assign and transfer its rights and obligations related to or arising out of this Agreement with the Association's written consent which will not be unreasonably withheld, conditioned or delayed, only to a corporation, partnership or other entity that has the financial and operational capability to provide substantially the same level of Services as those Services being provided by BLUE STREAM at the Community. Upon the Association's request, BLUE STREAM shall provide information as to the financial and operational capability of the proposed assignee or transferee. BLUE STREAM may assign this Agreement to an affiliate, parent or subsidiary under common control, or to an entity that acquires all of BLUE STREAM's

assets in the State of Florida without the Association's consent, provided such assignee has agreed in writing that it shall abide by the terms, conditions and obligations of this Agreement.

B. The Association may assign and transfer its rights and obligations related to or arising out of this Agreement to any corporation, partnership or other entity, provided such assignee has agreed in writing that it shall abide by the terms, conditions and obligations of this Agreement. The Association shall provide BLUE STREAM with thirty (30) calendar days' notice of any assignment prior to the execution of closing of said transaction.

All the provisions of this Agreement shall be binding to the Parties hereto and their respective successors and assigns.

14. CONFIDENTIAL INFORMATION

A. The terms and conditions of this Agreement shall be ***Confidential*** and shall not be disclosed to any person or entity not a party to this Agreement, except the receiving Party, its attorneys, accountants, and professionals advising the Party, who shall be bound by the Confidentiality provisions set forth herein, unless prior written consent is obtained from the other Party, or unless any competent court, regulatory authority or governmental agency orders and/or requires such disclosure; provided, however, that in the event that such disclosure is required, the Parties shall use good faith efforts to maintain the confidentiality of any terms of this Agreement which are not so required to be disclosed.

B. BLUE STREAM shall prepare and provide to the Association a nonconfidential, redacted copy of this Agreement without Confidential markings, redacting only specific, individual items of confidential information. This nonconfidential, redacted copy of this Agreement will be suitable for distribution to the residents and also for publication on the Solivita HOA website, for residents to review. BLUE STREAM shall provide this nonconfidential, redacted copy to the Association after being provided at least ten (10) days' written notice of same.

C. **Neither Party shall disclose the financial terms and conditions of this Agreement to any person or entity other than its employees, agents or representatives on a need-to-know basis, without the prior written consent of the other party unless ordered or required by law or federal, state or local authority; provided, however, that either party may disclose this Agreement for any bona fide business reason, including, without limitation, in connection with the sale, conveyance, financing, leasing or other disposition of the Property or any part thereof. BLUE STREAM shall provide a redacted copy of the Agreement which they clear and approve internally, and is suitable for publication on the Solivita HOA website, for residents to review.**

D. The Parties acknowledge the Association is required to operate in compliance with the provisions of Chapter 720, Fla.Stat., including those requirements permitting inspection and copying of the Association records by Unit owners or Unit owners' representatives, as defined in Chapter 720, Fla.Stat. This Agreement is an Association record. It shall not be a breach of this Paragraph for the Association to permit inspection and to provide a copy of this Agreement to any unit owner, representative of a unit owner, or any other person authorized by Chapter 720,

Fla.Stat., to inspect and copy Association official records. The Association shall advise said Unit owner or Unit owner's representative that the Parties hereto have agreed to keep the terms of this Agreement Confidential but BLUE STREAM acknowledges that the Association does not have the authority to force the Unit owner to maintain said confidentiality.

E. The Parties acknowledge the Association is required to operate in compliance with the provisions of Chapter 720, Fla.Stat., including those requirements that the Association prepare and present an annual budget and report its itemized actual revenue and expenses to its members. It shall not be a breach of this Section for the Association to prepare and present an annual budget and report its itemized actual revenue and expenses to its members regarding the financial aspects of this Agreement.

F. The Parties further acknowledge that the Association may disclose this Agreement and/or a draft of this Agreement to the developer of the Solivita Community and the current provider of similar services. The Association shall request that the current bulk service provider and the Developer, in the Association's compliance with its obligations under the current bulk service contract as well as the Master Declaration, to keep this Agreement confidential and not disclose its contents to any third party.

15. DEFAULT AND REMEDIES

A. An Event of Default exists under this Agreement if the Association or BLUE STREAM fails to meet or perform any material term, provision, covenant, agreement, or obligation under this Agreement and does not cure the failure within thirty (30) calendar days after receiving written notice delivered via United States Postal Service, in person, or via overnight courier of the default from the other Party; provided, if the failure cannot reasonably be cured within the thirty (30) calendar day period and the defaulting Party commences to cure within the thirty (30) calendar day period and diligently completes the cure, an Event of Default does not exist unless the failure is not cured within thirty (30) calendar days after the defaulting Party receives the written notice of default.

B. If an Event or Default by either Party occurs, the other Party may do any or all of the following:

1. Terminate this Agreement by giving thirty (30) calendar days' written notice to the defaulting Party;
2. Bring action against the defaulting Party;
3. Seek any other available legal or equitable remedy.

The choice of one remedy provided under this Agreement shall not preclude the choice of other remedies.

C. Notwithstanding any provision of this Agreement to the contrary, in the event of the Association's termination of this Agreement for BLUE STREAM's material breach, the Association may terminate BLUE STREAM's easement and access rights to the Community, in which case BLUE STREAM shall cease providing Services and shall remove all of its Equipment and facilities installed at grade or above ground at its own cost within one hundred and twenty

(120) calendar days of such notice from the Association or later date as specified by the Association. If BLUE STREAM does not remove its Equipment, the Association may do so and charge such costs to BLUE STREAM or at the Association's option, the Association may take ownership of such Equipment free and clear of all liens, claims, and encumbrances without any payment by Association to BLUE STREAM. In the event of termination for default or BLUE STREAM ceases to offer any of the Services, BLUE STREAM's underground Distribution Plant and conduit shall become the property of the Association free and clear of all liens, claims, and encumbrances without any payment by Association to BLUE STREAM.

16. *FORCE MAJEURE*

Each Party shall not be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of the occurrence of a "*Force Majeure* event," which shall include, but not be limited to, acts of God, acts of the government of the United States or any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storm, hurricanes, lightning, other similar catastrophes, disruption of programming at the network level, disruption of electric service, or other causes beyond such Party's reasonable control. Failure to pay contractors, vendors or suppliers shall not be grounds for claiming a *force majeure* event.

17. INDEMNIFICATION

A. Except to the extent caused by the negligence or willful misconduct of the Association, its officers, employees, or any other person or entity other than members with whom Association contracts, while acting on behalf of Association in such capacities (except for BLUE STREAM), BLUE STREAM shall indemnify, defend, and hold harmless the Association, and its officers, directors, employees and agents (including the Association's property management), from any and all claims, damage, or expense (including legal fees) arising out of the negligent actions or omissions of BLUE STREAM, its employees or contractors with respect to (1) the construction, installation, operation, maintenance, repair, replacement, upgrade or modification of the System, (2) damages caused by BLUE STREAM to other providers' equipment or facilities, (3) the Services provided to residents at the Community pursuant to this Agreement, or (4) a breach of this Agreement. BLUE STREAM shall also indemnify, defend and hold harmless the Association and its officers, directors, employees and agents (including the Association's property management) and members, from any claim, action or other proceeding (including any related expenses, such as legal fees) alleging that the Services directly provided by BLUE STREAM violate any patent, copyright or trade secret rights of any third party in the United States. BLUE STREAM shall pay all damages, fees, losses, liabilities, costs and expenses, including reasonable legal fees, in any action or the final settlement or other final disposition of any such claim, action, or proceeding, as the case may be.

B. The Association shall be responsible for any damage to the System solely arising from the negligence of the Association and its agents. The Association will not be held responsible for negligence by its residents or contractor employees. Residents shall be held responsible for their own negligence and contractor companies shall be held responsible for their employee's negligence. The Association shall hold harmless and indemnify BLUE STREAM from and against

any and all losses or damages (including reasonable attorneys' fees) solely arising from or with respect to any negligent act or negligent omission of the Association or its agents or employees.

C. **Limitation of Liability**: EXCEPT WITH RESPECT TO THE PARTIES' INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT RELATED TO CLAIMS BY THIRD PARTIES, NEITHER BLUE STREAM NOR ASSOCIATION SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIABILITY OF ASSOCIATION UNDER THIS AGREEMENT IS LIMITED TO ASSOCIATION'S INTEREST IN THE COMMUNITY. BLUE STREAM AGREES THAT IT SHALL HAVE NO RECOURSE TO THE ASSETS OF ANY PARTNER, AFFILIATE, DIRECTOR, OFFICER, MEMBER, EMPLOYEE OR OTHER REPRESENTATIVE OF ASSOCIATION FOR THE SATISFACTION OF ANY OF ASSOCIATION'S OBLIGATIONS HEREUNDER.

18. INSURANCE

Upon execution of this Agreement, BLUE STREAM agrees to furnish the Association its Certificate of Insurance issued by a company or companies authorized to do business in Florida, as necessary to protect BLUE STREAM and Association from claims which may arise from BLUE STREAM's operations in the Community, including worker's compensation, employer's liability, comprehensive general liability including Product and Completed Operations coverage and property damage, said insurance to be issued in an amount not less than $1,000,000 per occurrence/$2,000,000 general aggregate. In addition, BLUE STREAM shall maintain Excess or Umbrella policy in the minimum amount of $3,000,000 per occurrence. The Association shall be an additional named insured and certificate holder on the foregoing BLUE STREAM insurance and all insurance shall be on a primary insurance policy of BLUE STREAM and apply on a direct basis for all insured parties. BLUE STREAM shall maintain such insurance for so long as it maintains access in the Community, notwithstanding the expiration or termination of this Agreement. Cancellation of the insurance required for BLUE STREAM to maintain under this Agreement shall be considered a material breach of this Agreement. At no time shall BLUE STREAM allow any of its employees, contractors, sub-contractors, sub-subcontractors, suppliers and agents onto the Association's real property without said person or persons having workers' compensation coverage.

19. LEGAL ACTION

A. This Agreement shall be governed and construed in accordance with all applicable local, state, and federal laws, rules, regulations, ordinances and codes and future modifications to the preceding (collectively, "**Applicable Laws**") and by the laws of the State of Florida, without regard to its choice of law principles.

B. If either Party brings a legal action for the enforcement of or breach of this Agreement, the action shall be filed in the appropriate court of Polk County. A pre-requisite to filing any legal action to enforce any provision of this Agreement shall be the scheduling of and attendance by all Parties at mandatory, non-binding, pre-litigation mediation to occur in the County. At mediation, the Association may be represented by one member of the Board along with the property manager and other representatives of the Association. Unless waived or extended by the written agreement of both Parties, pre-litigation mediation shall take place within sixty (60) calendar days of either Party requesting such mediation in writing and shall be presided over by a mediator who is mutually acceptable to both Parties. Unless modified by the written agreement of both Parties, pre-litigation mediation fees shall be borne equally by both Parties. The requirement herein for pre-litigation mediation shall not apply if a Party maintains that it will suffer irreparable harm or there would be a violation of a statute of limitation as a result of scheduling mediation.

C. **NO JURY TRIAL.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

20. MISCELLANEOUS PROVISIONS

A. **Integration Clause**: This Agreement including its Exhibits supersedes any and all other agreements, either oral or written, between the Parties or anyone acting on behalf of a Party hereto, with respect to the subject matter hereof. This Agreement including its attachments contains all of the covenants, conditions, warranties, representations, inducements, promises or agreements (oral, written, on a website or otherwise) ("Promises") between the Parties with respect to the subject matter hereof. Each Party hereto acknowledges that no Promises have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein and that no other Promises, which are not contained herein, shall be valid or binding. Any oral Promises or modifications concerning this Agreement shall be of no force or effect, except by a subsequent written amendment to this Agreement.

B. The provisions of this Agreement shall not be changed, altered, amended or otherwise modified, except by an agreement in writing, executed by the Parties hereto. The Parties each acknowledge that this Agreement was fully negotiated by the Parties and, therefore, no provisions of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

C. **Survival**: The Sections of this Agreement, which, by their nature, are intended to survive the expiration or termination of the Agreement, shall survive, including, but not limited to the following Sections: 1, 2, 4, 8, 13, 14, 15, 16, 17, 18, 19 and 20.

D. **Headings**: The headings used in this Agreement are inserted for convenience of reference only and are not intended to limit, expand, be a part of or otherwise affect the construction or meaning of the Agreement. Words having well-known technical, or trade meanings will be so construed, and all listings of items will not be taken to be exclusive, but will include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

E. The invalidity under Applicable Laws of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein; provided, however, that both Parties shall negotiate in good faith with respect to an equitable modification of the provision, or application thereof, with respect to this Agreement.

F. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their permitted assigns and no third party shall be a beneficiary of, or have any rights by virtue of, this Agreement. Any reference in this Agreement to "Section" or an "Exhibit" shall, unless the context expressly requires otherwise, be a reference to "Section" in or an "Exhibit" to, this Agreement. References to "hereunder," herein," hereof," and the like, refer to this Agreement.

G. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between the Association and BLUE STREAM. Neither Party shall have the right, power or authority to act for the other Party in any manner.

H. **Counterparts**: This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument.

I. All Solivita Requirement and Technical Requirement attached hereto are incorporated herein by reference. In the event of conflict between the terms of this Agreement and these Attachments, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first written above.

Blue Stream Communications, LLC

Joseph Canavan
CEO
12409 NW 35 Street
Coral Springs, FL 33065
Telephone: (954) 753- 0100

Solivita Community Association, Inc.

LARRY ANSON
Print Name:
Title:
395 Village Drive
Kissimmee, FL 34759
Telephone: (863) 701-2969

ATTACHMENT 1
SOLIVITA REQUIREMENTS

ATTACHMENT 2a and 2b
TECHNICAL PROPOSAL

EXHIBIT A

GRANT OF EASEMENT

Prepared by: Philip J. Kantor, Esq.
Vice President/General Counsel
Blue Stream Communications, LLC
12409 NW 35 St., Coral Springs, FL 33065

GRANT OF EASEMENT

This **GRANT OF EASEMENT** is made and is effective as of April ___, 2023, by and between **Solivita Community Association, Inc.** (hereinafter, referred to as the **"Grantor"**) and **Blue Stream Communications, LLC** (hereinafter, referred to as **"Grantee"**), and the Parties agree as follows:

1. **THE PROPERTY.** To its full legal extent, Grantor grants an easement for access to certain real property, known as Solivita Community Association, Inc., including the improvements thereon (the "Property"), located at the street address of 395 Village Drive, Kissimmee, Polk County, Florida 34759, with a legal description attached hereto as Exhibit 1.

2. Grantor desires to grant and Grantee desires to obtain an easement (the "Easement") to have access to provide certain Services to the Property, as defined and in accordance with that certain Telecommunications Services Agreement dated April ___, 2023 (hereinafter "the Agreement") entered between the Parties. Terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the terms of this Easement and the Agreement, the Agreement shall control.

3. Grantor does hereby grant and convey to Grantee, its successors and assigns, and subject to the provisions of the Agreement, the nonexclusive right, privilege, easement and authority to enter upon the Property from time to time, at such times as reasonably necessary for Grantee for the construction, installation, maintenance and operation of a telecommunications System as defined in the Agreement as reasonably needed by Grantee for providing Internet, telephone, cable television and other telecommunication services in, over, across and under the Property (the "Facilities"). All rights afforded by this Easement are subject to the provisions of the Agreement, including, but not limited to, the requirement for Grantee to obtain Grantor's consent for the System design, limits to the area of the Easement, and the requirement that Grantee not unreasonably interfere with Unit residents' and Grantor's access to and use of the Property.

4. Grantor shall retain the right to move parts of Grantee's Facilities in the case of an emergency, *provided, however,* Grantor shall have first attempted to notify Grantee of said emergency and Grantee cannot respond to said emergency within a reasonable time period as determined by the nature of the emergency. Neither Party shall be deemed to be in breach or default of the Agreement or of this Easement if the relocation of Grantee's Facilities by Grantor results in Service or System disruptions or Outages, as defined in the Agreement.

5. This Easement shall commence upon the effective date and shall continue for so long as Grantee is lawfully providing Services to the Property as set forth in the Agreement. Grantee agrees to execute a termination of easement in the event this Easement is terminated as set forth in the Agreement.

6. **Notices**. All notices, demands, requests or other communications required or permitted hereunder shall be provided as required in the Agreement.

7. This Easement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstance, be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstance, shall not be affected thereby.

9. Grantee and Grantor hereby acknowledge, stipulate and agree that the Easement is subject and subordinate to all recorded liens, encumbrances, easements and other matters affecting the Property.

10. This Easement may be executed simultaneously in multiple counterparts, each of which, taken together, shall be deemed an original.

Blue Stream Communications, LLC

_____

Joseph Canavan
CEO
12409 NW 35 Street,
Coral Springs, FL 33065
Telephone: (954) 753- 0100

Solivita Community Association, Inc.

_____

Print Name:
Title:
395 Village Drive
Kissimmee, FL 34759
Telephone: (863) 701-2969

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me on April __, 2023, by Joseph Canavan as CEO of Blue Stream Communications, LLC

WITNESSES

_____

Philip J. Kantor

_____

Nancy B. Kantor

Given under my hand and seal of office.

_____
Notary Public

My commission expires:

_____
[Seal] Title

STATE OF FLORIDA)
) ss.
COUNTY OF POLK)

This instrument was acknowledged before me on April___, 2023, by _____, President of Solivita Community Association, Inc.

WITNESSES

_____

Printed Name

_____

Witness Signature

_____

Printed Name

_____

Witness Signature

Given under my hand and seal of office.

_____
Notary Public

My commission expires:

_____
[Seal] Title

EXHIBIT 1 to Grant of Easement
LEGAL DESCRIPTION OF SOLIVITA COMMUNITY

Address: 395 Village Dr., Poinciana, FL 34759
Folio: 28-27-14-933541-004070

All of the following plats and documents as recorded in the Public Records of Polk County, Florida:

Solivita Phase 1, according to the plat thereof, as recorded in Plat Book 112 at Page 1

Solivita Phase 1C, according to the plat thereof, as recorded in Plat Book 155 at Page 44;

Solivita Phase 1D, according to the plat thereof, as recorded in Plat Book 122 at Page 9;

Solivita Phase 1E, according to the plat thereof, as recorded in Plat Book 128 at Page 27;

Solivita Phase 1F Unit 1, according to the plat thereof, as recorded in Plat Book 158 at Page 46;

Solivita Phase 1F Unit 2, according to the plat thereof, as recorded in Plat Book 160 at Page 14;

Solivita Phase 1H, according to the plat thereof, as recorded in Plat Book 153 at Page 14;

Solivita Phase 1H Unit 2, according to the plat thereof, as recorded in Plat Book 154 at Page 41;

Solivita Phase 1H Unit 3, according to the plat thereof, as recorded in Plat Book 157 at Page 9;

Solivita Phase 2A, according to the plat thereof, as recorded in Plat Book 115 at Page 9;

Solivita Phase 2B, according to the plat thereof, as recorded in Plat Book 115 at Page 34;

Solivita Phase 2C, according to the plat thereof, as recorded in Plat Book 118 at Page 12;

Solivita Phase 2D, according to the plat thereof, as recorded in Plat Book 118 at Page 17;

Solivita Phase 3A, according to the plat thereof, as recorded in Plat Book 127 at Page 10;

Solivita Phase 3B, according to the plat thereof, as recorded in Plat Book 131 at Page 36;

Solivita Phase 4A, according to the plat thereof, as recorded in Plat Book 120 at Page 13;

Solivita Phase 4B, according to the plat thereof, as recorded in Plat Book 121 at Page 2;

Solivita Phase 4C Section 1, according to the plat thereof, as recorded in Plat Book 124 at

Page 15;

Solivita Phase 4C Section 2, according to the plat thereof, as recorded in Plat Book 124 at Page 33

Solivita Phase 5A, according to the plat thereof, as recorded in Plat Book 165 at Page 10;

Solivita Phase 5B, according to the plat thereof, as recorded in Plat Book 177 at Page 1;

Solivita Phase 5C, according to the plat thereof, as recorded in Plat Book 187 at Page 26;

Solivita Phase 5D, according to the plat thereof, as recorded in Plat Book 195 at Page 31;

Solivita Phase 5ES, according to the plat thereof, as recorded in Plat Book 169 at Page 42;

Solivita Phase 5ES Amendment, according to the plat thereof, as recorded in Plat Book 177 at Page 33;

Solivita Phase 5EW, according to the plat thereof, as recorded in Plat Book 171 at Page 13;

Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1;

Solivita Phase 5F Unit 1, according to the plat thereof, as recorded in Plat Book 154 at Page 1, as replatted in its entirety by virtue of that certain plat of Solivita Phase 5F - Unit 1 Replat, according to the plat thereof, as recorded in Plat Book 157 at Page 33;

Solivita Phase 5H Unit 1, according to the plat thereof, as recorded in Plat Book 171 at Page 37;

Solivita Phase 5H Unit 2, according to the plat thereof, as recorded in Plat Book 182 at Page 50;

Solivita Phase 5H Unit 3, according to the Ninth Amendment to Amended and Restated Master Declaration for Solivita, recorded in the Official Records of Polk County in Book 11723 at Page 1062, and according to the plat of Solivita Phase 5H-Unit 3, as recorded in Plat Book 186 at Page 22;

Solivita Phase 5I, according to the plat thereof, as recorded in Plat Book 158 at Page 1;

Solivita Phase 5J, according to the plat thereof, as recorded in Plat Book 157 at Page 10;

Solivita Phase 6A, according to the plat thereof, as recorded in Plat Book 131 at Page 30;

Solivita Phase 6B, according to the plat thereof, as recorded in Plat Book 133 at Page 14;

Solivita Phase 7A, according to the plat thereof, as recorded in Plat Book 134 at Page 20;

Solivita Phase 7B1, according to the plat thereof, as recorded in Plat Book 136 at Page 14;

Solivita Phase 7B2, according to the plat thereof, as recorded in Plat Book 136 at Page 39;

Solivita Phase 7C, according to the plat thereof, as recorded in Plat Book 136 at Page 3;

Solivita Phase 7D, according to the plat thereof, as recorded in Plat Book 137 at Page 9;

Solivita Phase 7E Unit 1, according to the plat thereof, as recorded in Plat Book 155 at Page 9;

Solivita Phase 7E Unit 2, according to the plat thereof, as recorded in Plat Book 155 at Page 13;

Solivita Phase 7F, according to the plat thereof, as recorded in Plat Book 161 at Page 7;

Solivita Phase 7G1, according to the plat thereof, as recorded in Plat Book 143 at Page 13;

Solivita Phase 7G Unit 1, according to the plat thereof, as recorded in Plat Book 153 at Page 36.

Solivita Phase 7G Unit 2, according to the plat thereof, as recorded in Plat Book 155 at Page 4; and

Solivita Boulevard, according to the plat thereof, as recorded in Plat Book 164 at Page 17.

EXHIBIT B - Orlando

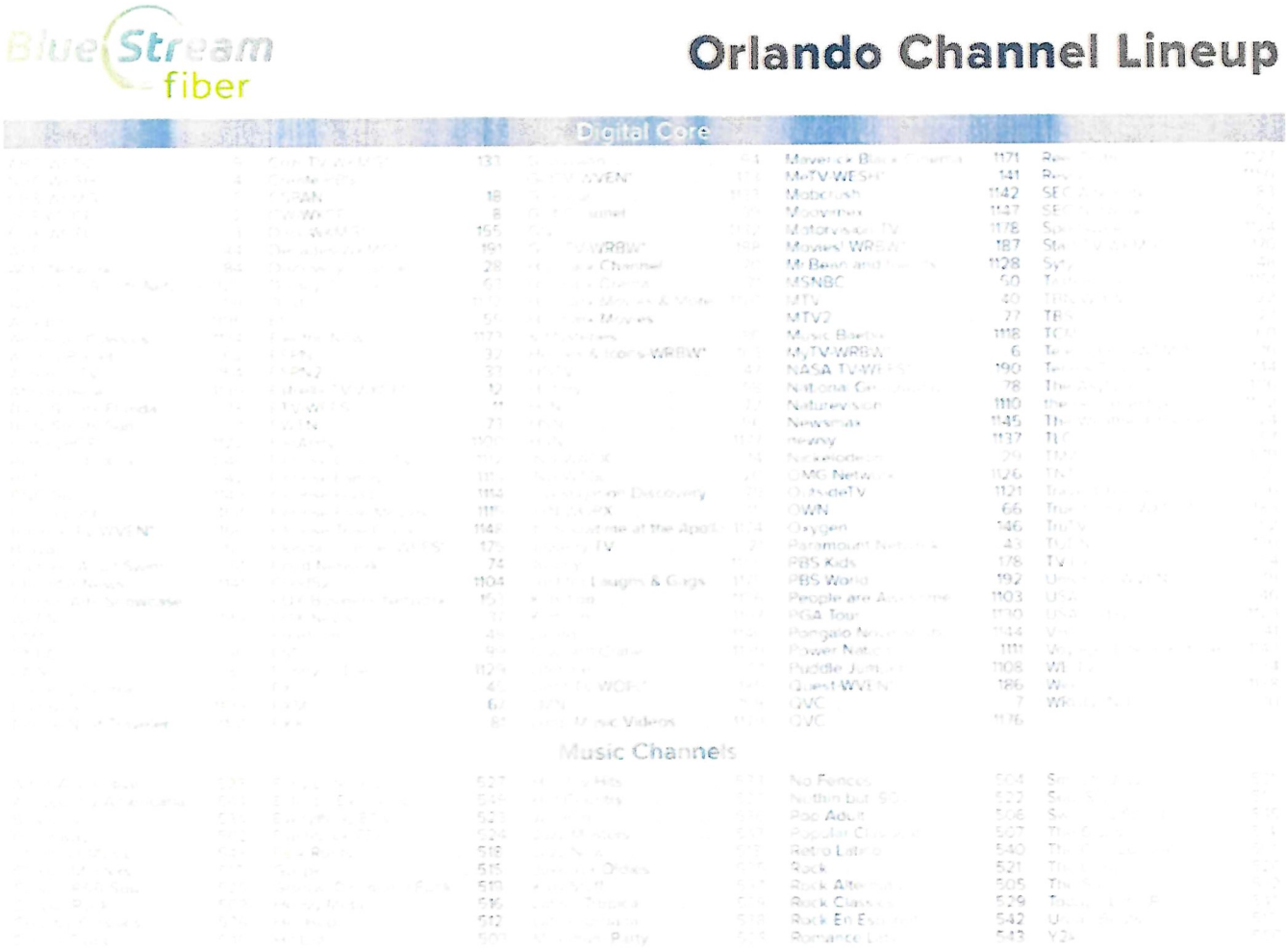


EXHIBIT C

Core Double Play Upgrade Price List

Additional TV Services (Retail Rates)	
Digital Plus	$21.95
Sports Tier	$11.95
Blue Latino Tier	$11.95
Premium Packages (Retail Rates)	
HBO Max	$15.00
Showtime	$10.99
Cinemax	$10.00
Starz	$14.95
Starz Encore	$6.95
International Premiums (Retail Rates)	
C1R	$14.95
RTN	$14.95
RTN & C1R Combo	$19.95
RAI	$9.99
TV Globo	$19.99
TV5 Monde	$9.95
TV Equipment & Add-Ons (Retail Rates)	
TiVo Android HD Set-Top Box	$9.99/each
300 DVR Hours	$5.00
500 DVR Hours	$10.00
Internet Service Upgrades (Everyday Prices)	
2 Gig/2 Gig	$35.00
Wi-Fi Services (Retail Rate)	
Additional Wi-Fi Pods for connections beyond 4k streaming	$5.00/each
Phone Service (Everyday Price)	
Unlimited Phone (With TV or Internet)	$19.95
Home Protection Plan (Retail Rate)	$4.95

Prices subject to change and do not include taxes, fees, and surcharges. A Set-Top-Box is required to view all TV Service.

EXHIBIT D

CONSTRUCTION/INSTALLATION STANDARDS

All Abbreviations used in this Exhibit shall have the same meaning as set forth in the Agreement.

1. Inspection. Prior to the commencement of all Work performed under this Agreement, BLUE STREAM shall have the right, but not the obligation to inspect the property on which the Work is to be performed and to verify that surfaces and site conditions are ready to receive the Work to construct the System. If BLUE STREAM determines that the surfaces or site conditions are not ready to receive Work, BLUE STEAM shall notify the Association of the current conditions. Said notification may include photographic and/or video documentation of the current conditions of the Association's property. BLUE STREAM shall not be obligated to perform Work on any surface or site condition deemed not ready to receive the Work.

2. Installation of all portions of the System shall be in accordance with plans, schedules and specifications approved in writing by the Association prior to any such installation; however, the Association shall not unreasonably delay or deny providing said written approval nor shall it demand any unreasonable requirements for the installation of the System. Such plans and specifications shall adequately set forth the nature and description, including approximate size, color and exterior appearance of the portion of the System to be installed and the appropriate location of the installation with reference to existing improvements ("System Design") and shall offer a System that will adequately provide the Services to the Community. BLUE STREAM shall develop the System Design so as to minimize the impact of above-ground components on the Community. In the event the Association does not approve the System Design, the Parties agree to cooperate with respect to modifications to the System Design. The Association's approval of the installation of (and location of and screening for) any aboveground structures at the Community is in the Association's reasonable discretion with consideration of BLUE STREAM's reasonable technical feasibility constraints; provided, however, the Association may not unreasonably object to aboveground pedestal locations necessary for proper operation of the Distribution Plant. No approval by the Association waives or otherwise affects BLUE STREAM's representations, warranties, liabilities, indemnities and other obligations to the Association under this Agreement.

3. Occupancy. The Unit owners, guests and invitees shall continue to occupy the Community during the performance of the Work. BLUE STREAM shall use commercially reasonable efforts to conduct its operations to limit inconvenience to the Association, unit owners, guests, invitees and the general public. BLUE STREAM shall not access any unit in a building without the unit owner or a designated representative being present, unless otherwise provided with express permission of such unit owner. If an owner or occupant of a house or property refuses access to BLUE STREAM for installing the Fiber Optic system to his/her house and property, the Association shall not be held liable for such refusal. BLUE STREAM shall provide notifications during weekly meetings about the construction schedule for the Work with the Association's representative in advance.

4. Quality Control. BLUE STREAM shall use commercially reasonable efforts to monitor and inspect the Work to assure that all specifications and requirements are being met in accordance with the Contract Documents and the Association's representative shall have the right (but not obligation) to monitor and inspect the Work to assure that all specifications and requirements are being met in accordance with the Contract Documents. BLUE STREAM shall meet with the Association's representative as often as is reasonably required by the Association's Representative to assure that all specifications and requirements are being met in accordance with the Contract Documents.

5. Supervision. BLUE STREAM shall supervise and direct the Work, using its commercially reasonable skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under the Contract Documents. BLUE STREAM shall not employ anyone to perform the Work who is not skilled in the task assigned. Upon BLUE STREAM's knowledge, BLUE STREAM shall remove any employee or subcontractor that is disruptive, under the influence of drugs or alcohol or otherwise dangerous in the Association's determination. BLUE STREAM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. BLUE STREAM shall take all reasonable action and/or precautions to prevent damage, injury or loss to: (1) all employees on the job and all other persons who may be affected thereby, including, without limitation, all residents and visitors to any Unit or to the Association's property; and (2) all of BLUE STREAM's materials and equipment to be incorporated therein. BLUE STREAM shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including but not limited to OSHA, bearing on the safety of persons and property and their protection from damage, injury or loss, at BLUE STREAM's sole reasonable cost and expense.

a. BLUE STREAM shall employ a competent construction coordinator and necessary assistants who shall be in attendance as required at the sole discretion of BLUE STREAM at the site during the entire performance of the Work. Important communications, those concerning revising the Contract Documents, shall be confirmed in writing, if necessary. Other communications shall be provided over the phone, in person or via e-mail. Communication concerning upcoming construction areas and zones, as well as any areas, streets or sidewalks anticipated to be closed for upcoming construction, shall be sent by BLUE STREAM to the Association one (1) week before construction begins, and again one (1) day before it begins. This notification shall include a map or aerial photograph that is clearly labeled with the construction area as well as any detours or recommended routes around a street or sidewalk blockage. This communication shall be in a format that the Association may easily convert to or include in an e-mail.

b. BLUE STREAM shall erect and maintain, as required by existing conditions of the Contract Documents, reasonable safeguards for safety and protection, which may include posting warnings against hazards, using cones and fences. BLUE STREAM shall be solely responsible for traffic control around the work site.

c. BLUE STREAM shall be responsible for continued inspection of the Work already performed to determine that such portions are in proper condition to receive subsequent Work.

d. BLUE STREAM shall remedy or reimburse the affected party for all damage or loss directly caused by BLUE STREAM to any property within ten (10) calendar days of agreement of the value of the damage or loss, including, but not limited to, damage to automobiles, trees, shrubs, fences and grass areas, caused in whole or in part by BLUE STREAM or anyone directly or indirectly employed by BLUE STREAM, including, but not limited to, all subcontractors. BLUE STREAM shall be responsible for any acts and omissions of its employees including with regard to any person's property.

1) BLUE STREAM shall be responsible for proactively communicating with the Unit owners regarding any damage or loss directly caused by BLUE STREAM to any property, from the initial notification of the Unit owner within one (1) business day if not immediately to the status of the repair or replacement of the Unit owner's property within ten (10) calendar days.

2) In the event that the property damage or loss cannot be repaired or replaced within ten (10) calendar days, BLUE STREAM shall be responsible for proactively communicating with the Unit Owner concerning the timeline for repair or replacement as well as the status update of this repair or replacement no more frequently than once weekly.

e. BLUE STREAM will ensure that all of its equipment has been safely stored on the job site to provide reasonable safety to the employees, residents, members of the Association and visitors to the Association's property.

6. Defective Work. In the event that the Association believes that any of BLUE STREAM's completed Work is defective or otherwise not in compliance with the Contract Documents, BLUE STREAM and the Association will meet in good faith to review such defective Work to determine the appropriate remedy. Such defective Work may be remedied by BLUE STREAM removing or replacing the defective Work or BLUE STREAM performing corrective procedures as necessary to correct such defects, at BLUE STREAM's sole reasonable discretion, cost and expense. The provisions of this Section apply to Work performed by subcontractors and sub-subcontractors as well as to Work performed by direct employees of BLUE STREAM.

7. BLUE STREAM shall promptly return any improvements at the Community, as well as all surface and underground areas within the Community, that have been altered or affected in any way by virtue of the construction, installation, maintenance, repair, replacement, upgrade, or modification of the distribution plant and underground conduit, to substantially the same state and condition that existed prior to the Work, ordinary wear and tear excepted, including without limitation, any damage to home wiring. If not reflected in the approved System Design, upon the Association's request, BLUE STREAM shall provide the Association with a map showing the location of BLUE STREAM's Distribution Plant and underground conduit in the Community ("Map").

8. Protection of Property.

a. BLUE STREAM shall take commercially reasonable precautions to prevent and protect the Association's property and all related property and surface structures, including but not limited to, adjacent building surfaces and landscaping (including sod, trees and shrubbery), and all personal property of unit owners, the Association and the Association's members, employees and guests in vicinity of the project site against damage from performance of the Work

and at no time shall BLUE STREAM leave the building or any individual residential units open or exposed to interior or exterior damage. BLUE STREAM shall promptly remedy all damage or loss to any property, including but not limited to, the items mentioned above, caused in whole or in part by BLUE STREAM or anyone directly or indirectly employed by BLUE STREAM, including but not limited to, all subcontractors and suppliers or by anyone for whose acts any of them may be liable. In the event that there is damage to real or personal property or landscaping by BLUE STREAM, its employees or its agents, BLUE STREAM shall use its best ability to repair the property to its previous condition or replace with like kind. BLUE STREAM shall be responsible for any acts or omissions of its employees including with regard to any person's property.

1) BLUE STREAM shall be responsible for proactively communicating with the Unit Owner regarding any damage or loss directly caused by BLUE STREAM to any property, from the initial notification of the Unit Owner within one (1) business day if not immediately to the status of the repair or replacement of the Unit Owner's property within ten (10) calendar days.

2) In the event that the property damage or loss cannot be repaired or replaced within ten (10) calendar days, BLUE STREAM shall be responsible for proactively communicating with the Unit Owner concerning the timeline for repair or replacement as well as the status update of this repair or replacement no more frequently than once weekly.

b. At the completion of the Work, BLUE STREAM shall remove all its waste materials and rubbish from and about the Community as well as its tools, equipment, machinery and surplus materials and return all affected areas of the Community to a broom clean condition. At the end of each Work day, BLUE STREAM shall inspect its work area for that day and remove all waste materials and rubbish. If after thirty (30) calendar days' notice by the Association or its representative to BLUE STREAM or its representative, BLUE STREAM has not diligently proceeded with the clean-up as outlined in this Section, the Association shall have the right to proceed with the clean-up at BLUE STREAM's reasonable cost and expense, and the Association may invoice BLUE STREAM for effecting such clean-up or deduct any such reasonable costs and expenses incurred by the Association in effecting such clean-up from any amounts owed to BLUE STREAM.

c. BLUE STREAM shall work around all property controlled by the Association and/or owned by its unit owners and guests, including, but not limited to, automobiles, mailboxes, landscaping, concrete structures, fences, concrete valley gutters and concrete curbing. The Association will cooperate with BLUE STREAM by relocating or providing notice to unit owners to relocate, moveable property when such property may interfere with BLUE STREAM's performance of the Work or such removal would otherwise mitigate potential risk of damage to such property. If a Unit owner or renter refuses to provide BLUE STREAM with access to his/her property or home or to relocate movable property, the Association will not be held liable for such refusal.

d. In the event BLUE STREAM fails to repair and/or replace any damage to the property resulting from the operation, maintenance or repair of the System after a thirty (30) calendar day written notice from the Association, the Association may undertake the necessary repairs and/or replacement of such damage to the property and BLUE STREAM will be

responsible to reimburse the Association as applicable, for any such costs within thirty (30) calendar days of receipt of a written invoice from the Association.

e. BLUE STREAM shall be solely responsible for and shall register with "Sunshine State One Call of Florida, Inc., a/k/a no cuts" to mark the Community for underground utilities prior to the commencement of any Work. However, BLUE STREAM shall not be responsible if underground lines, including but not limited to utility, electrical, water and communication lines, are not properly marked by the State-wide or local organization that is responsible for marking such utility lines or the Association. BLUE STREAM shall coordinate the repairs of any damaged utility lines to the extent not properly marked.

f. Notwithstanding anything in this Agreement to the contrary, the Association shall provide information within its possession to BLUE STREAM regarding the location of sprinkler and irrigation lines. In addition, the Association in cooperation with BLUE STREAM, agrees to facilitate a wet check of the Community's sprinkler lines with the assistance of the Community's Maintenance Department or other third party designated by the Association to perform these sprinkler wet checks and BLUE STREAM will repair all common components, but will not repair major equipment, such as pumps, junction boxes and controllers.

g. In the event of a hurricane or other adverse weather condition or forecasted acts of God, BLUE STREAM shall use commercially reasonable efforts to protect exposed portions of the Work in progress, provided that the Association understands and agrees that BLUE STREAM cannot guarantee protection of exposed portions of the Work in progress during a hurricane, adverse weather conditions or acts of God. BLUE STREAM shall use commercially reasonable efforts to properly secure all BLUE STREAM materials and equipment to avoid damage to the Association's or unit owners' property. The Association shall use commercially reasonable efforts to properly secure all of the Association's equipment and property to avoid damage to BLUE STREAM materials and equipment, provided that BLUE STREAM understands and agrees that the Association cannot guarantee protection of BLUE STREAM's equipment or material during a hurricane, adverse weather conditions or acts of God. Except when attributable to the negligence, willful misconduct or violation of applicable laws of the Association or its agents, subcontractors, or employees, BLUE STREAM is solely responsible for protection of its own equipment including that of any sub-contractors. BLUE STREAM shall be responsible for restoring the premises and repairing any other damage created during the performance of the Work where damage results from any breach of this provision by BLUE STREAM.

h. Except when due to the negligence or willful misconduct of the Association, BLUE STREAM shall protect the Work and affected properties from damage by climate, theft, or vandalism. All Work and storage areas shall be maintained in a commercially reasonable neat/clean condition, provided that the Association has allotted sufficient and securable space at the Association's property for storage of all apparatus. All apparatus removed by BLUE STREAM during the Work shall be stored on site in a secured location protected from damage by climate, theft or vandalism. All BLUE STREAM removed property shall be reasonably cleaned of dust/grit and shall be returned to their original condition on the date of removal prior to Final Completion, reasonable wear and tear excepted.

9. Contractors. BLUE STREAM may use a contractor, including but not limited to an affiliate, to perform its obligations under this Agreement. BLUE STREAM's use of a contractor shall not release it from any duty or obligation to fulfill its obligations under this Agreement. BLUE STREAM shall be responsible to the Association for the acts and omissions of its contractors, their agents, employees and other persons performing any of the Work under a contract with BLUE STREAM.

10. Workspace and Storage. BLUE STREAM shall arrange with the Association, and the Association will reasonably cooperate with BLUE STREAM, for working space, space for storage of material and access to the areas where BLUE STREAM will perform the Work. Storage space is available only for materials to be incorporated in the Work and for construction tools and equipment to be used in connection with the Work. BLUE STREAM will be responsible for securing all materials and equipment placed in the staging and storage area and, except when attributable to the negligence, willful misconduct or violation of applicable laws of the Association or its agents, subcontractors or employees, it is the sole responsibility of BLUE STREAM to secure, safeguard and protect its material and operation from damage or theft until installed. All such materials, tools and equipment shall be stored on the site only in those specific areas designated by the Association and, if they are stored otherwise, Association shall, upon providing BLUE STREAM with five (5) business days' prior notice to cure, have the right to cause their removal and storage at the reasonable expense of BLUE STREAM. BLUE STREAM shall confine operations at the Work site to areas permitted by law, ordinances, rules and regulations, permits and the Contract Documents and shall not unreasonably encumber the Work site or the Association's property with materials or equipment.

11. Vehicles and Entry onto the Association's Property. Free, clear and unobstructed egress and ingress with respect to the Association's property shall be maintained by BLUE STREAM when possible. All of BLUE STREAM's vehicles on the Association's property in conjunction with the Work shall be parked primarily in those areas designated by the Association. With respect to any vehicle that is parked in an area other than that designated by the Association, the Association shall, upon providing BLUE STREAM with five (5) business days' prior notice to cure, have the right to have it removed and stored and BLUE STREAM shall indemnify the Association with respect to all reasonable costs incurred as a result thereof. All BLUE STREAM persons on the site in conjunction with the Work shall comply with the Association's reasonable security regulations and requirements, including checkout and identification to the extent that they have been provided to BLUE STREAM in writing prior to commencement of Work and to the extent that the Association provides the personnel needed for such security.

12. Sanitary Facilities. BLUE STREAM shall provide separate temporary sanitary facilities in compliance with laws and regulations. Sanitary facilities shall be kept clean and serviceable. All existing plumbing facilities on the Association's Property shall not be used by BLUE STREAM's employees without the permission of Association. BLUE STREAM shall completely remove temporary facilities when they are no longer required.

13. Cleaning and Disposal During Performance of the Work. BLUE STREAM shall keep the Association's property free from accumulation of waste materials or rubbish caused by its operations on a daily basis. BLUE STREAM shall remove its provided materials from all

finished surfaces and repair or replace defaced or disfigured finishes caused by the Work at no additional cost to the Association. At the completion of each day's work, BLUE STREAM shall remove and take away in a proper and safe manner all its waste materials and rubbish from and about the property and/or building(s) as a result of the Work, as well as its tools, equipment, machinery and surplus materials and return all affected areas of the Association's property to a clean condition. All trash shall be removed daily at BLUE STREAM's expense. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the project site by BLUE STREAM. After equipment is no longer required for the Work, it shall be promptly removed from the Association's property. If, after five (5) business days written notice from the Association to BLUE STREAM indicating that BLUE STREAM has not diligently proceeded with the clean-up as outlined in this Section, then the Association shall have the right to proceed with the clean-up work at the BLUE STREAM's reasonable cost and expense.

14. Cost of the Work. The consideration for performance of the Work and installation of the System, which shall be performed at the sole cost and expense of BLUE STREAM, shall be as described in the Agreement and all other related documentation. Notwithstanding the foregoing, or anything to the contrary contained herein, BLUE STREAM shall be responsible for all costs associated with: (i) BLUE STREAM's labor, materials, equipment, and subcontractors; (ii) BLUE STREAM's tools, construction equipment and machinery, water, heat, utilities, and transportation; (iii) all other BLUE STREAM facilities and services necessary for proper execution of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work; (iv) all applicable sales, union fees, welfare, consumer and use taxes for BLUE STREAMs employees and subcontractors; (v) all impact fees and permit fees, permit runner charges, inspection fees and any additional governmental fee, tax, or cost to satisfy governmental code requirements associated with the performance of BLUE STREAM's Work; (vi) all fees, taxes, costs, charges associated with, and/or required by, any third party to install and operate the System; and (vii) all insurance premiums to BLUE STREAM's policies required for the performance of Work by BLUE STREAM.

15. Liens. BLUE STREAM will save and keep the buildings and/or the Association's and unit owners' property and the land upon which it is situated free from all construction liens and all other liens by sub-contractor, materialmen and suppliers that are associated with the Work performed on behalf of BLUE STREAM. Should there be any claim, claim of lien or lien during or after the BLUE STREAM's completion of the Work, BLUE STREAM agrees to resolve and/or satisfy such claim or claim of lien or lien or otherwise transfer same to bond within fifteen (15) calendar days after filing of such claim of lien or lien. BLUE STREAM agrees that within fifteen (15) calendar days after receiving written demand from the Association, BLUE STREAM will cause any lien to be removed relating to the Work (by payment, bonding or otherwise) and in the event BLUE STREAM shall fail to do so, the Association is authorized to take all reasonable means to cause said lien, together with its effect upon the title, to be removed, discharged, satisfied, compromised or dismissed, and the cost thereof, together with reasonable attorneys' fees and costs, shall become immediately due to the Association from BLUE STREAM upon written demand. If BLUE STREAM fails to resolve, satisfy and/or bond any such claims or claims of lien or lien in accordance herewith, then BLUE STREAM shall indemnify and hold the Association harmless from any such claims, claims of lien, liens, actions, suits, liabilities, and all costs and damages related therein, including, without limitation, all monies that the Association shall pay in satisfying,

discharging, bonding or defending against any such claim, claim of lien or lien, or any action brought or judgment recovered, including all costs and expenses and reasonable legal fees (including those for appeals), incurred in connection therewith.

16. No Waiver. The Association's review and/or approval for any Work rendered under this Agreement shall not be construed to operate as a waiver of any rights under the Agreement of any cause of action arising out of the performance of the Agreement and BLUE STREAM shall be and remain liable to Association in accordance with the Agreement and applicable law for all damages to Association caused by BLUE STREAM's failure to properly perform any portion of the Work furnished under this Agreement. The rights and remedies of the Association provided for under the Agreement are in addition to other rights and remedies provided by law.

17. Diligent Completion of the Work / Time for Performance. BLUE STREAM will use commercially reasonable efforts to pursue diligently and continuously the completion of the Work, and, once having started the Work, will use commercially reasonable efforts to proceed continuously, diligently until completion. Unless otherwise agreed, within reasonable time period after this Agreement is signed by both Parties, BLUE STREAM shall make application for the building permit(s) (if required) for the performance of the Work and shall pursue such application and shall commence the Work upon the permit issuance. The attorney for the Association shall assist the Association in filing a Notice of Commencement. Subject to any mutually agreed upon extensions of the Substantial Completion Date, BLUE STREAM is required to and shall achieve "Substantial Completion" (as set forth below) of all the Work in accordance with this Agreement no later than April 17, 2024, time being of the essence (the "Substantial Completion Date").

18. Punch List. Within thirty (30) business days following the Substantial Completion Date, the Association's representative and BLUE STREAM shall walk the project to determine whether any "punch list" items remain to be completed. Within thirty (30) business days following the walk-through, the Association's representative shall prepare and submit a single punch list which shall include any and all items the Association believes, in good faith, are required to be completed or repaired (the "Punch List") and BLUE STREAM, upon reaching agreement with the Association's representative in good faith over the remaining items to be completed, shall complete all such items reasonably necessary to complete the Work in accordance with this Agreement.

19. "Final Completion" shall mean the later to occur of: (a) the completion of all Work under this Agreement, and (b) the completion of the following:

a. All "Punch List" items on the approved Punch List have been fully completed to the reasonable satisfaction of both the Association and BLUE STREAM;

b. Satisfactory issuance of a Certificate of Completion by the applicable code enforcement officials for the County (if required), along with any and all governmental agencies that may require inspection herein. In the event any inspection by a County code enforcement official or other governmental official reveals defects, then said defect(s) shall be repaired and/or replaced by BLUE STREAM and re-inspected at BLUE STREAM's sole cost and expense;

c. BLUE STREAM has delivered to the Association, its unconditional final release and waiver of lien and final unconditional releases of lien complying with applicable

Florida Statutes with respect to any and all subcontractors and suppliers performing Work and/or supplying materials for the Work, as well as satisfactions of lien for any claims of lien filed on account of the Work or such liens having been transferred to bond by BLUE STREAM, and such other affidavits, waivers and releases provided for under Florida Statutes and as Association and/or its lender may reasonably require in order to assure lien-free completion of all of the Work (including any equitable lien claims);

d. BLUE STREAM has fully cleaned and restored the Work site as set forth herein;

e. all BLUE STREAM provided temporary facilities and utilities are disconnected and removed along with BLUE STREAM's construction tools and similar elements;

f. satisfactory re-installation of all fixtures, if applicable;

g. BLUE STREAM has complied with all other requirements of the Contract Documents.

20. BLUE STREAM shall be responsible for all repairs to the System installed at the Community and any and all required repairs shall be done in a timely and workmanlike fashion. Additionally, BLUE STREAM shall promptly repair and replace with like kind or contract for the repair and replacement with like kind, as necessary, any damage to the Community, resulting from the operation, maintenance, repair, replacement, or removal of the System (with promptly being defined to mean no later than five (5) business days after the Association's provision of written notice of any such damage).

EXHIBIT E

Manufacturer's Specifications for

"Calix GP1101X 10Gig" Optical Network Terminal (ONT)

and

"Plume Superpod" Mesh Networking Equipment

(example of the minimum requirements for equivalent models under Section 4.C.8.)

Contents

- GP1100X/GP1101X
- About this Guide
- GP1100X / GP1101X
- Connectorized Instal
- UPS Installation
- Final Set-up and Tes

GP1100X / GP1101X GigaPoint Overview

The Calix GP1100X / GP1101X GigaPoint® are indoor, 10 Gbps XGS-PON small form-factor service delivery terminal that provides broadband connectivity to the subscriber. These high-performance terminals feature one 2.5 Gigabit Ethernet (GP1100X) or 10 Gigabit Ethernet (GP1101X) interface delivering IPTV video and data services, and one voice line supporting carrier-grade VoIP. Connecting a Calix GigaSpire BLAST to the LAN port of either model allows for the delivery of a sensational Wi-Fi experience to your subscribers. Decoupling the broadband demarcation from the premises system provides more flexibility and reduces costs. The GP1100X / GP1101X GigaPoint is designed for the industry-leading Calix E-Series fiber access XGS-PON optical line terminals (OLTs).

Name	GP1100X GigaPoint	GP1101X GigaPoint
Product Name	GP1100X GigaPoint	GP1101X GigaPoint
Ethernet LAN 10/100/1000/2500	GE 2.5	GE 10
Voice	(SIP, Layer-2)	(SIP, Layer-2)
Optics	N2 XGS-PON Optics	N2 XGS-PON Optics
PON Characteristics	128-way XGS-PON split ratio Maximum Reach: 12.4 Miles	128-way XGS-PON split ratio Maximum Reach: 12.4 Miles
Housing	4.1" L x 4.1" W x 1.2" H	5.25" L x 5.25" W x 1.25" H

With the GP1100X and GP1101X GigaPoint, Calix has redefined how to install and activate residential services at a subscriber's premises. Using the Calix Smart Activate feature and a phone or laptop, a field technician can install and apply the subscriber's service profile without special equipment or assistance from the central office. Calix also provides an innovative software portfolio, including management via SMx enabling the service provider to configure, activate and upgrade

Contents

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the GigaPoint using in-band management. Extensive troubleshooting capabilities, remote software downloads, and easy-to-use service activation ensures that services are delivered and maintained without needless truck rolls and hardware upgrades. Employing these GigaPoints allows service providers to reduce their operational expenses while effectively delivering the Gigabit experience to their subscribers.

GP1100X GigaPoint



GP1101X GigaPoint



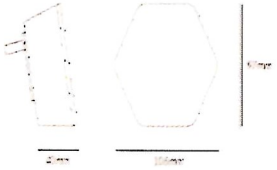
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- Standards-based Full Service Access Network (FSAN), ITU-T XGS-PON compliant
- One 2.5 Gigabit Ethernet (GE) or 10 GE interface:
  - Symmetrical bandwidth for residential IPTV and data services
  - Multi-rate 1000/2500/10G BASE-T Ethernet, auto-negotiating
- Single voice line
  - Carrier grade MetaSwitch SIP
  - MGCP, H.248, SIP
- Supports multiple data service pro les
- Tra c management and Quality of Service (QoS):
  - 802.1Q VLANs
  - 802.1p service prioritization
  - Q-in-Q tagging
  - Multiple VLANs
  - Rate limiting
  - DiffServ
  - Pre-de ned QoS on service type
- IPTV, IGMPv2, IGMPv3:
  - IGMP Snooping and Proxy
  - IGMP Fast Leaves
- Complete OAM&P support via System Management (SMx)
- Calix Support Cloud (CSC)
- Indoor mounting options:
  - Wall mount with key holes
  - Wall mount or SWE mount using optional bracket
  - Desktop mount: horizontal
- AC to 12 VDC power adapter available for non-lifeline services
- Optional uninterruptible power supply (UPS) for voice lifeline service power

SuperPod with WiFi 6E Product specs

Size & weight



Dimension
106W x 97 H x 40
Not including plug

Weight
290g

Wi-Fi, Ethernet, and IoT Interfaces

Wi-Fi interfaces
4x4 MIMO 802.11ax 6GHz
4x4 MIMO 802.11a/n/ac/ax 5GHz
2x2 MIMO 802.11b/g/n/ax 2.4GHz
Tri-band, tri-concurrent radio 5GHz and 6GHz with SU and MU-MIMO Beamforming, and OFDMA

Wi-Fi channel bandwidth
6GHz
20/40/80/160 MHz
5GHz
20/40/80 MHz
2.4GHz
20/40 MHz

Wi-Fi channels
6GHz
1 to 97, 101 to 117, 121 to 185, 189 to 233
5GHz
36 to 64, 100 to 161 (DFS and region dependent)
2.4GHz
1 to 13

Ethernet interfaces
1x 100/1000 Base-T and 1x 100/1000/2500 Base-T Ethernet with autosense WAN or LAN configuration

IoT radios
Bluetooth Low Energy

Power

Power supply
100 to 240VAC, 50 to 60Hz

Power consumption
11W Standby
16W Average
26W Maximum

Plug type
Type A (NA and Japan)
Type C (EU)
Type G (UK)

Environment

Operating temperature
0°C to 40°C

Operating relative humidity
10% to 90%

Storage conditions
-20°C to 70°C
10% to 90% (relative humidity)

Networking & connectivity

Networking modes
Auto-sensing Router or Bridge mode

Firewall and networking
NAT, DHCP server, UPnP, client IP reservation, port forwarding, PPPOE and static IP

Home SSIDs
Managed 2.4GHz, 5GHz and 6GHz single SSID

Guest access
HomePass® Control guest network with multiple unique passwords and custom policy enforcement

Security

Authentication
WPA2-PSK (KRACK patched)
WPA3

Encryption
WPA2 with AES and WPA3 with SAE