

## NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

### [Exclusive Use and Exclusive Marketing]

This Nonexclusive Installation and Service Agreement (“Agreement”) between Spectrum Sunshine State LLC (“Operator”) and Ultimar III Condominium Association (“Owner”) is dated this 3 day of June, 2021 (“Effective Date”). Owner shall sign and deliver this Agreement to Operator no later than thirty (30) days from the Effective Date and Operator shall sign this Agreement no later than sixty (60) days from the Effective Date. If Owner fails to sign this Agreement within this time period the Agreement shall be deemed null and void. Capitalized terms used in this Agreement shall have the same meaning as specified in the “Basic Information” Section below.

<b>BASIC INFORMATION</b>	
<b>Premises (or Property) (further described in Exhibit A):</b> Premises Name: ULTIMAR III CONDOMINIUM Number of Units: 102 Street Address: 1560 GULF BLVD City/State/Zip: CLEARWATER, FL 33767	
<b>Notices:</b> Owner Name: Ultimar III Condominium Association Address: 1560 Gulf Blvd Clearwater, FL 33767 Phone: 727-249-6617	
<b>Agreement Term:</b> The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 1 years unless either party provides written notice of termination not less than ninety (90) days prior to the end of the Agreement Term then in effect.	
<b>Start Date:</b> 6/3/2021	<b>Expiration Date:</b> 6/2/2027
<b>Services:</b> Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (“Video Service”), Internet access services including WiFi Services, and/or voice services and any substantially similar services.  Operator will activate or renew the Services on the Premises no later than sixty (60) days of the date this Agreement is signed by Owner and delivered to Operator.	
<b>Equipment:</b> All above-ground and underground cables, fiber, internal wiring including cable home wiring and home run wiring (“Internal Wiring”), conduit, customer premises equipment (“CPE”), electronics and/or any other equipment or facilities necessary to provide the Services pursuant to the provisions of this Agreement. The terms “cable home wiring and “home run wiring” are defined at 47 CFR §§ 76.5(l) and 76.800(d). The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.	

**1. Grant.** In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises. Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within sixty (60) days of such termination shall be deemed abandoned and become the property of the Owner. The rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

**2. Services; Equipment.** Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises (“Residents”). Operator shall have the right to, disconnect or refuse to provide Services to any person who (i) fails to comply with Operator’s standard terms and conditions for Service delivery or (ii) uses the Services in violation of applicable law. If Operator reconnects such users, then Operator shall have the right to charge then current standard disconnection and reconnection fees. Operator shall have the right to make changes to the programming comprising the Video Services, or add to, discontinue or change the rates and Services or any features or components available to the Premises as Operator may determine in its sole discretion.

Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. Operator’s maintenance and repair obligation to the Internal Wiring during the term of the Agreement is only to that Internal Wiring being used to serve its subscribers on the Premises. The Equipment shall always be owned by and constitute the personal property of the Operator, except that from the Effective Date, Operator shall convey all of its right, title, and interest in and to the Internal Wiring to the Owner which shall be deemed to be owned by and constitute the personal property of the Owner.

The Internal Wiring located within any building shall, without limitation, exclude CPE, electronics, active components, and exterior Equipment. Owner hereby grants to Operator the exclusive right to use the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

Any conduit, moldings, risers, raceways, or other spaces where the Equipment is located, that are installed and owned by Owner or a third party, shall (as between Owner and Operator) be owned by Owner and Owner hereby grants to Operator the nonexclusive right to access, use, and maintain such items.

Owner represents that it has not granted and agrees that it will not (i) grant any other rights that will interfere with the Operator's delivery of the Services, including signal interference or (ii) use or enable any third party to use the Equipment (including the Internal Wiring) to provide services to the Residents. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Residents to obtain services (a) from a competing provider *via* microwave or satellite or; (b) from any competing provider by the use of distinct facilities separate from the Equipment; or (c) to the extent that such Resident of the Premises has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest.

Owner shall be responsible and reimburse Operator for damage to any part of the Equipment caused by Owner or its employees or contractors. In the event any interference poses a risk to the safety of Operator's personnel or damages the Equipment as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice and right to cure to Owner unless federal or state law applicable to Operator does not provide for a cure period.

If (i) any part of Section 2 are determined to be invalid, prohibited or otherwise no longer enforceable or Owner breaches any provision of this Agreement and does not timely cure such breach and (ii) Operator conveyed any Internal Wiring to Owner pursuant to this Section 2, then Operator shall have the immediate right to purchase the Internal Wiring back from Owner for one dollar (\$1.00).

### **3. Marketing Privileges.**

Operator shall have the exclusive right to market and to promote the Services on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations. Owner shall allow, at Operator's request, the display of advertising materials in common areas of the Premises and on-site promotional initiatives with prior approval of Owner. Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, Owner shall not permit the distribution or publication of marketing materials or other promotional activities promoting alternative competitive services offered by other providers.

**4. Assignment.** This Agreement shall be binding upon the parties and their respective successors and assigns and, in the case of Owner shall also be binding upon any managing agent or homeowner's association or other authorized representative. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid nor release Owner from any obligations arising after such assignment unless and until the assignee assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption. Operator shall have no obligation to provide any compensation to the assignee until such written assumption is provided to Operator by Owner or assignee.

**5. Representations and Warranties.** Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto.

**6. Breach of Agreement.** In the event of a default by a party hereto in addition to rights available at law or in equity, the non-defaulting party may terminate this Agreement after 30 days' prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure. If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of prosecuting or defending against such action, including reasonable attorneys' fees and court costs. Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's

reasonable control. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purposes of providing Services to the Residents.

**7. Indemnification.** Each party shall indemnify, defend and hold harmless the other (and its employees, representatives and agents) against all liabilities, claims, losses, costs, damages and expenses resulting from third party claims in connection with its breach of any provision of this Agreement and from any injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property or the environment, but only to the extent that such liability, loss, damage or expense arises from any negligent act or omission, willful misconduct, breach of any representation or warranty made hereunder or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

**8. Limitation of Liability.** Notwithstanding anything to the contrary stated hereunder, Operator will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

**9. Automatic Default.** Owner agrees during the term of this Agreement not to authorize, allow or provide bulk services on Premises from another provider. A violation of this Section is an automatic default of this Agreement. Bulk Services means Services offered to the Premises on a discounted basis including Video Services, Internet access Services including WiFi Services and voice Services.

**10. Recording.** Simultaneously with the execution of this Agreement Owner will sign before a notary an easement in the form of **Exhibit A** attached hereto and incorporated herein by reference. Owner agrees that the easement may be recorded at any time. This easement is in addition to the other access rights granted by this Agreement.

**11. Severability.** If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

**12. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by any event beyond such party's reasonable control.

**13. Miscellaneous Provisions.** This Agreement supersedes any prior agreement between the parties with respect to the specific subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties have set their hands on the date indicated in their respective acknowledgments.

**OPERATOR**

Spectrum Sunshine State, LLC  
By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_

Printed Name: Kathy Santoro

Title: Sr Director, Spectrum Community Solutions

Date: \_\_\_\_\_

**OWNER**

Ultimar III Condominium Association

By: *[Signature]*

Printed Name: Paul W Reilly

Title: Manager - Agent

Date: 6-19-2021

Email: \_\_\_\_\_

**EXHIBIT "A"**

**GRANT OF EASEMENT  
(attached)**

**GRANT OF EASEMENT**

RECORDING REQUESTED BY AND }  
WHEN RECORDED MAIL TO: }  
Charter Communications }  
Attn: Spectrum Community Solutions- Ops }  
Address: 3611 Queen Palm Dr, St 200 }  
Tampa, FL 33619 }

*Above for recorders use only*

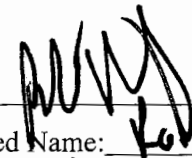
**THIS GRANT OF EASEMENT** is made effective as of this 3 day of June, 2021, by and between Ultimar III Condominium Association (“Owner”) and Spectrum Sunshine State, LLC (“Operator”). The parties agree as follows:

1. **PREMISES.** Owner’s property, including the improvements thereon (the “Premises”), is located at the street address of 1560 GULF BLVD, County of Pinellas, City of CLEARWATER, State of FL with a legal description as set forth in Exhibit A to this Easement.
2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator a non-exclusive easement across, under, over, within and through the Premises as necessary for the routing, installation, maintenance, improvement, service, operation and removal of Equipment including wiring used in the provision of Services that Operator may lawfully provide to the Premises, and of the marketing and provision of such Services. Such easement shall be for the additional use and benefit of Operator’s designees, agents, successors and assigns and shall run with the land and be binding on the parties and their respective successors and assigns.
3. **SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of June 3, 2021, (“Agreement”) and shall be coterminous with the term of the Agreement and any subsequent renewals.

**OPERATOR:**  
Spectrum Sunshine State, LLC  
By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_  
Printed Name: Kathy Santoro  
Title: Sr Director, Spectrum Community Solutions  
Date: \_\_\_\_\_

**OWNER:**  
Ultimar III Condominium Association

By:  \_\_\_\_\_  
Printed Name: Robert Reilly  
Title: Manager - Agent  
Date: 6-9-2021

NOTARY

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
(name(s) of person(s)) as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of  
\_\_\_\_\_. (name of party on behalf of whom instrument was executed)

\_\_\_\_\_  
(Signature of notarial officer)  
(Seal, if any)

\_\_\_\_\_  
Title (and Rank)  
My commission expires: \_\_\_\_\_

NOTARY

State of Florida

County of Pinellas

This instrument was acknowledged before me on June 9 (date) by Ronald Reilly  
(name(s) of person(s)) as manager (type of authority, e.g., officer, trustee, etc.)  
of Ultimar 3 Condominium Assoc. (name of party on behalf of whom instrument was executed)

Kristin Crockett  
(Signature of notarial officer)  
(Seal, if any)



\_\_\_\_\_  
Title (and Rank)  
My commission expires: 8/1/21

**EXHIBIT "A"**

[Owner to insert legal description of Premises.]

## **BULK VIDEO AND BULK INTERNET SERVICE ADDENDUM**

The Nonexclusive Installation and Service Agreement (the "Agreement") with an Effective Date of June 3, 2021 by and between Ultimar III Condominium Associates ("Owner") and Spectrum Sunshine State, LLC ("Operator") made with respect to the 102 multiple dwelling units known as ULTIMAR III CONDOMINIUM, located at 1560 GULF BLVD, CLEARWATER FL 33767 (the "Premises"), is hereby amended by this Bulk Video and Bulk Internet Service Addendum ("Addendum") to include the following and is otherwise confirmed in all respects, provided that in the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. Owner shall sign and deliver this Addendum to Operator no later than thirty (30) days from the Effective Date and Operator shall countersign this Addendum no later than sixty (60) days from the Effective Date. If Owner fails to sign this Addendum within this time period the Addendum shall be deemed null and void. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Video Service & Bulk Internet access service. Operator and Owner agree to activate and provide the following service(s) to one (1) existing outlet in each residential unit of the Premises excluding any CPE not specifically stated herein (collectively the "Bulk Service"). Operator may change the CPE selection stated herein in its sole discretion:

### **Video Services ("Bulk Video Service")**

- "Spectrum TV<sup>®</sup> Select Platinum"  
(or "*cable programming service*")

\*Operator's current channel line-up is set forth in Exhibit A, attached hereto.

### **Internet Services ("Bulk Internet access service")**

"Spectrum Internet<sup>®</sup> Ultra" Service

- "Spectrum Internet<sup>®</sup> Ultra" Service - 400Mb x 20Mb

2. No Resale. Owner shall not resell the Bulk Service or CPE in whole or in part or impose any incremental fee for the Bulk Service or CPE.

3. Bulk Service Monthly Fee.

For the Bulk Service, Operator shall bill and Owner shall pay a monthly fee in advance for the Bulk Service ("Bulk Billing Fee") based on the following calculation. Operator agrees to activate or renew the Bulk Services no later than sixty (60) days after the Addendum is signed by Owner and delivered to Operator. In other words, Operator will activate the Bulk Services no later than ninety (90) days after the Effective Date. If the Premises is a new build, a Certificate of Occupancy from Owner to Operator will be required before service activation activity may begin.

For the Bulk Service, Operator shall bill and Owner shall pay a monthly fee, in advance for the Bulk Service ("Bulk Billing Fee") based on the following calculation:

Month 1-3, the Bulk Billing Fee = \$45.44 X 102 Units, regardless of whether such Units are occupied or not.

Month 4-6, the Bulk Billing Fee = \$48.28 X 102 Units, regardless of whether such Units are occupied or not.

Month 7-9, the Bulk Billing Fee = \$51.12 X 102 Units, regardless of whether such Units are occupied or not.

Month 10-12, the Bulk Billing Fee = \$53.96 X 102 Units, regardless of whether such Units are occupied or not.

Month 13 and for the remainder of the Term, the Bulk Billing Fee = \$56.80 X 102 Units, regardless of whether such Units are occupied or not.

Bulk Billing Fee = \$ 56.80 per unit rate x 102 units at the Premises\*

Total Monthly Bulk Billing Fee = \$ 5,793.60

\*Total number of units at the Premises whether occupied or not: 102 units

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government (“PEG”) access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which Operator may lawfully pass through to subscribers.

If Operator’s Video programming costs materially increase (i) during any twelve (12) month period starting on the Effective Date, or (ii) during any thirty-six (36) month period starting on the Effective Date, then with written notice to Owner, which notice may not be given by Operator before three years from the Effective Date, Owner and Operator shall have ninety (90) days to renegotiate new Bulk Billing Fees and rate increases for the remainder of the Term. If Operator and Owner cannot reach an agreement as to rates then Operator shall provide six (6) months written notice of termination of the Bulk Addendum.

As part of this Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

Operator shall have the right to increase the Bulk Billing Fee by up to five percent (5%) each year beginning in January of 2023, immediately after the execution of this Addendum unless this Addendum is executed by the parties in November or December, in which case Operator shall not exercise such increase right until January of the following calendar year. Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or

other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Subject to Section 5, Owner acknowledges that (i) it shall be responsible for paying Operator's standard equipment rental fees for any CPE necessary for the reception and distribution of Bulk Services to the units on the Premises, and (ii) it shall not take any action that would alter, modify or otherwise change the underlying signals comprising such Bulk Services.

Owner's failure to pay the Bulk Billing Fee or CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum, and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) suspend the Bulk Services and/or any other services Operator may be providing to the Premises upon thirty (30) days prior written notice, and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees and CPE rental fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition, and without limitation, Operator shall be entitled to solicit and offer to the residents of the Premises ("Residents" or "Students") any of its Services (including without limitation those comprising the Bulk Services) on an individual subscription basis for the remainder of the Agreement Term without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

4. Additional Services; Marketing to Residents. Each Resident or Student shall have the option of purchasing from Operator additional services not included in the Bulk Services at his/her expense or as otherwise specified in Section 5. The Residents or Students shall be billed directly for any additional services so ordered and shall be responsible for additional equipment as specified in Section 5.

5. CPE. Operator will provide three (3) set top boxes ("STB") per unit at no charge. Each Resident will be responsible for pick up and self-installation of the STB or all related installation charges related to a professional installation by Operator. Residents may at their option rent additional STBs at the normal monthly rental rates from Operator. Each Resident will be responsible for the return to Operator of all STBs provided in connection with additional services purchased from Operator or as part of the Bulk Services. Owner will use reasonable care to ensure return to Operator of all STBs left and/or abandoned by Residents in units at the time of moving out of the Premises.

6. Modems. One (1) modem is being provided per residential unit as part of the Bulk Internet access service at no cost to Owner:

- Owner agrees only Operator provided modems will be used.
- Each Resident will be responsible for pick up and self-installation of the modem or all related installation charges related to a professional installation by Operator.
- Resident is responsible for any lost, damaged or unreturned modems
- Subject to Section 6.1, wireless connections are not provided.
- Owner, Resident or user must provide and be responsible for any wireless equipment, switches or other peripheral devices, subject to Section 6.1.
- Operator is not responsible for compatibility, repairs, or trouble issues related to wireless equipment, except for the wireless router provided in Section 6.1.

6.1 Wireless Router. One (1) wireless router is being provided per residential unit as part of the Bulk Internet access service at no cost to Owner:

- Owner agrees only Operator provided wireless routers will be used.
- Each Resident will be responsible for pick up and self-installation of the wireless router or all related installation charges related to a professional installation by Operator.
- Resident is responsible for any lost, damaged or unreturned wireless routers.
- Additional wireless connections are not provided.
- Owner, Resident or user must provide and be responsible for any and all additional wireless equipment including any additional switches or other peripheral devices.
- Operator is not responsible for compatibility, repairs or trouble issues related to any additional wireless equipment, except for the wireless router provided in this Section 6.1.

7. Additional Outlets Authorized. Owner hereby authorizes Residents to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling units of the Premises. If Owner prohibits the installation of additional outlets, Owner accepts responsibility to notify Residents of this policy as part of their lease and property rules and regulations.

8. Bulk Term. This Addendum will remain in force for an initial term of 6.0 years commencing on June 3, 2021, and terminating on June 2, 2027 (“Initial Term”). At the end of the Initial Term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein, Owner shall provide Operator at the time of termination a then-current Resident roster, including addresses that Operator can use to support its efforts to convert Residents to individually billed subscribers. In addition, if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner’s termination of this Addendum.

9. Termination. If the Bulk Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the Agreement Term or any terms and conditions thereof.

Operator agrees that Owner may terminate the Agreement for convenience upon ninety (90) days' prior written notice and payment of an Early Termination Fee ("ETF"). In addition, if (i) Owner sells or otherwise transfers the Premises to a party that does not assume the Agreement or (ii) Operator terminates the Agreement due to Owner's uncured breach, except for a breach for Owner's failure to pay the Bulk Billing Fee described in Section 3 hereof, Operator is entitled to, in addition to any other rights available to it under this Agreement, at law or in equity, an ETF payable by Owner upon the date of the sale of the Premises or the date of termination by Operator, as applicable. For purposes of this Section, an ETF is calculated as follows: (A) [the ETF Percentage] multiplied by (B) the number of months remaining in the Agreement Term multiplied by (C) the then-current Monthly Bulk Billing Fee.

NOTE: The "ETF Percentage" is equal to the following:

Agreement Term (in months)	ETF Percentage
84 or less	83%
96	80%
108	78%
120	77%

10. Additional Bulk Internet access service Terms and Conditions.

10.1 Equipment and Materials.

10.1.1 *Equipment and Software Requirements.* Residents of the Premises that use the Bulk Internet access service ("End Users") must maintain certain minimum Equipment and software to receive the Bulk Internet access service. Please refer to [www.spectrum.com/policies/residential-terms.html](http://www.spectrum.com/policies/residential-terms.html) (or the applicable successor URL) for the current specifications.

10.1.2 *Internet Service Speeds.* Operator shall use commercially reasonable efforts to achieve the Internet speed selected by the Owner in the Addendum. However, Owner understands and agrees that such speeds may vary. Internet service provided as part of this Bulk Internet access service is a transport only service and is defined as internet modem service only. Transport only service does not include other features available under residential internet services such as email services, virus protection and network security.

10.1.3 *Access and Use.* Owner agrees to take commercially reasonable steps to ensure that any person who has access to the Bulk Internet access service through any of Owner's computer(s), Premises, facilities or account within Owner's control shall comply with the terms of this Addendum. Owner shall be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of

Owner's computers, service locations, facilities or account using the Bulk Internet access service.

10.1.4 *Security.* Owner shall be responsible for the implementation of reasonable security procedures and standards, at no additional cost to Owner, on any of Owner's computer(s), Premises, facilities or account within Owner's control. Operator may temporarily discontinue or disconnect the Bulk Internet access service upon learning of a breach of security and will attempt to contact Owner in advance, if possible. The temporary discontinuation or disconnection of the Bulk Internet access service under this Section shall not constitute a breach of this Addendum.

10.1.5 *Electronic Addresses; No Liability for Changes of Address.* All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Operator are the property of Operator. Owner may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses. Operator may change addressing schemes, including e-mail and IP addresses.

10.1.6 *No Liability for Risks of Internet Use.* Operator does not warrant that Service will be error free. The Bulk Internet access service, Operator's service distribution network (the "Network") and the Internet are not secure, and others may access or monitor the Owner's or the End Users' traffic. Operator does not warrant that data or files sent or received by the Owner over the Network will not be subject to unauthorized access by others, that other users will not gain access to the Owner's data, nor that the data or files will be free from computer viruses or other harmful components. Operator has no responsibility and assumes no liability for such acts or occurrences.

10.1.7 *No Liability for Purchases.* Owner shall be solely liable and responsible for all fees or charges for online services, products or information incurred by Owner. Operator shall have no responsibility to resolve disputes with other vendors.

10.1.8 *Third-Party Hardware/Software Support, Security and Data Loss.* Operator strongly recommends that the Owner employs a "firewall" or other security software. Operator shall have no responsibility for providing, implementing or configuring any "firewall" or other security software measures in connection with the Bulk Internet access service. Operator does not support third-party hardware or software supplied by Owner or End Users. Operator assumes no responsibility whatsoever for any damage to or loss or destruction of any of Owner's or End Users' hardware, software, files, data or peripherals which may result from Owner's use of the Bulk Internet access service or from the installation, maintenance or removal of the Bulk Internet access service, Network, or related equipment or software. Operator does not warrant that data or files sent by or to Owner or End Users will be transmitted in a secure or uncorrupted form or within a reasonable period of time.

10.1.9 *Acceptable Use Policy.* Owner agrees to comply with the terms of Operator's Acceptable Use Policy ("AUP"), found at [www.spectrum.com/policies/residential-terms.html](http://www.spectrum.com/policies/residential-terms.html) (or the applicable successor URL) and that policy is incorporated by reference into this Addendum. Owner agrees and acknowledges that Owner has read the AUP, agrees to be bound and use commercially reasonable efforts to cause its End Users to be bound by the AUP as it may from time to time be amended, revised, replaced, supplemented or otherwise changed. Owner shall also use commercially

reasonable efforts to notify End Users of (i) the AUP, (ii) End Users' individual obligation to comply with the AUP, and (iii) that such End Users' failure to comply with the AUP may result in the partial or full disconnection of the Bulk Internet access service. Owner expressly understands and agrees that the AUP may be updated or modified from time to time by Operator, with or without notice to Owner, and Owner is therefore encouraged to monitor the AUP for any such updates or modifications from time to time and notify End Users of any such updates or modifications. Operator may discontinue or disconnect all or a portion of the Bulk Internet access service immediately for any violation of the Operator's AUP with or without notice to Owner but such disconnection should not affect the offering of Bulk Video Services and will be limited to the unit or area of the Premises where the Bulk Internet access service was accessed or used in violation of the AUP. Operator acknowledges that Operator will not terminate this Addendum due to a violation of the AUP without providing Owner with thirty (30) days notice and a right to cure such violation. Operator will attempt to provide notice to Owner prior to discontinuing or disconnecting all or a portion of the Bulk Internet access service, provided, however, that Operators shall have no obligation to do so, and Operator's failure to provide such prior notice shall not be considered a breach of Operator's obligations under this Addendum.

10.1.10 *Owner Use.* Owner agrees that it shall not, nor knowingly permit any third party, to re-sell or re-distribute access to the Bulk Service or system capacity, or any part thereof, in any manner. Owner agrees not to use or intentionally permit third parties to use the Service(s), including but not limited to the equipment and software provided by Operator, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

10.1.11 *Content.* Owner acknowledges that any content that Owner or the End Users may access or transmit through any Bulk Internet access service is provided by independent content providers, over which Operator does not exercise and disclaims any control. Operator neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through the Bulk Internet access service; and assumes no responsibility for content. Operator specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Bulk Internet access service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Owner and the End Users accessing other parties' content through Owner's facilities do so at Owner's and the End Users respective own risk, and Operator assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

10.1.12 *Equipment Provided Without Warranty.* Owner agrees that Owner uses the Bulk Internet access service and any equipment supplied by Operator at Owner's sole risk. Such equipment is provided on an "as is basis" without warranties of any kind.

10.1.13 *Suspension or Termination of Bulk Internet Access Service.* Operator may partially or fully suspend or terminate the Bulk Internet access service in an individual unit or area on the Premises, without incurring any resulting obligation or liability, if Owner or any End User or individual accessing the Bulk Internet access service through Owner's or an End User's account, as determined by Operator in its

reasonable judgment, uses the Bulk Internet access service to engage in any conduct that is unlawful, fraudulent, inappropriate or intended to harass a third party. This Section 10.1.13 does not limit any of Operator's other rights or remedies, whether at law, in equity or under this Addendum or the Agreement.

11. Privacy. Operator treats private communications on or through its Network or using any Internet service it provides as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Operator also maintains a Privacy Policy with respect to such services in order to protect the privacy of its customers. The Privacy Policy can be found on Operator's website at <https://www.spectrum.com/policies/spectrum-customer-privacy-policy.html>. Owner agrees and acknowledges that Owner has read the Privacy Policy and agrees to be bound by its terms. Owner expressly understands and agrees that the Privacy Policy may be updated or modified from time to time by Operator, with or without notice to Owner.

12. General Owner Representations and Obligations. The Owner and not Operator shall be liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Bulk Internet access service, until the Owner informs Operator of any breach of security. Operator expressly prohibits using the Bulk Internet access service for the posting or transferring of sexually explicit images, material inappropriate for minors, or any material not in accordance with applicable laws.

13. Service Outages/Interruption. Temporary service interruptions/outages for reasons of scheduled/unscheduled maintenance or technical difficulties, as well as service interruptions/outages caused by the Owner, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Operator to perform its obligations under this Addendum, and Owner will not hold Operator at fault for loss of Owner revenue or lost employee productivity due to Service outages.

14. Effectiveness. This Addendum shall not be considered an offer and shall not be binding upon Operator until it is duly signed by both parties where indicated below.

15. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the Addendum to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) in order to enforce its rights pursuant to this Addendum. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the

Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

**OPERATOR**

Spectrum Sunshine State, LLC  
By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_

Printed Name: Kathy Santoro

Title: Sr Director, Spectrum Community Solutions

Date: \_\_\_\_\_

**OWNER**

Ultimar III Condominium Association

By: [Signature]

Printed Name: Harold Kelly

Title: Manager - Agents

Date: 6.9.2021



**Exhibit A**

Bulk Video Service

<https://www.spectrum.com/bulk-channel-lineup>

**Exhibit B**

Address List of units provided by Owner served under this Addendum