

**SECUREVISION ACCESS AND SERVICES AGREEMENT**

**Sea Breeze**

Dated as of October 24, 2024

THIS ACCESS AND SERVICES AGREEMENT (including all exhibits, schedules and other attachments, this "Agreement") is made and entered into as of the latest date set forth on the signature page (the "Effective Date"), by and between SecureVision, Inc., an Alabama corporation ("Operator") and the Owner listed below. Operator and Owner are each referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS Operator distributes video services through satellite delivered multi-channel video programming services, internet access services, voice services and other digital communications services, together with associated content, features and applications to subscribers in the United States, including individuals residing in multiple dwelling units in multi-dwelling unit properties; and

WHEREAS Owner is a condominium unit owner's association organized and existing as an Alabama non-profit corporation ("COA"), which has the power and authority to enter into this Agreement relating to that certain real property located at the address below (the "Property"), which includes the residential units described below, each of which such units, whether presently existing or to be constructed, and whether occupied or not, are referred to herein as a "Unit"; and

WHEREAS, Owner and Operator are Parties to an existing [Bulk Rate Services Agreement *or* Access and Services Agreement] for the Property which is dated January 1, 2015 (the "Existing Agreement") and which will expire on January 1, 2025, and the Parties have agreed to continue the relationship as of the Effective Date pursuant to the terms of this new Agreement; and

WHEREAS, Owner now wishes for Operator to install and own the Distribution Plant, as hereinafter defined, within the Property on the easements and/or rights of way provided for and made available to Operator by Owner and/or others, and Operator now wishes to install and own the hereinafter described Distribution Plant within the Property on such easements and/or rights of way, so that Operator can make the Video Services, Internet Services, Voice Services and any Additional Services, as those terms and services are specifically described on the Exhibits A hereinafter (and collectively referred to herein as the "Services"), available to the owners and other individuals (collectively referred to as "Occupants" herein) occupying Units, in each case in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the recitals above which are incorporated herein, and the promises and covenants expressed herein, the Parties agree as follows:

**VARIABLE AGREEMENT PROVISIONS AND CERTAIN DEFINITIONS.**

Certain fundamental provisions of this Agreement are presented in this summary format (the "Summary") below to facilitate convenient reference by the Parties. Each initially capitalized term in this Summary has the meaning given to such term in the remainder of the Agreement. This Summary is incorporated and made a part of this Agreement, provided however, in the event any provision of this Summary conflicts with any provision in the remainder of the Agreement, the provisions contained in the Agreement shall govern.

(a) "Operator"	SecureVision, LLC. 22728 Canal Road Orange Beach, Alabama 36561 Attention: Robert P. Kleban
(b) "Owner"	Sea Breeze Condominium Owners Association, Inc. 952 West Beach Blvd. Gulf Shores, AL 36542 Attention: Steve Azevedo
(c) Description of "Property"	952 West Beach Blvd., Gulf Shores, Alabama 36542, in Baldwin County, Alabama, commonly known as Sea Breeze Condominiums, as more specifically described on Schedule 1 of Exhibit B.
(d) Description of "Unit(s)"	Sixty (60) residential units
(e) Installation Fees	Base rate of \$475.83 per Unit (the "Installation Fee") such that the total of the Installation Fees will be \$28,550.00, which is \$475.83 per Unit. Operator will apply monthly credits of \$7.67 per Unit toward satisfaction of this Installation Fee as Owner makes each monthly payment of the total Bulk Services Fee to Operator.
(f) Bulk Services Fee(s)	\$60.00 per Unit per month
(g) Initial Bulk Term	Five years (5) years ie. 60 months plus the term remaining on the current services agreement of 2 months, totaling 62- month term

beginning on the Start-Up Date (as defined in Section 3.1 of this Agreement.

1. **ACCESS RIGHTS.**

1.1 **Distribution Plant and Inside Wiring.** The Services will be provided by means of the System. The "System" consists of the Distribution Plant and the Inside Wiring. The "Distribution Plant" consists of any and all equipment, facilities and components, excluding the Inside Wiring, used, installed and/or upgraded by Operator to provide the Services at the Property. The "Inside Wiring" consists of the Home Run Wiring and the In-Unit Wiring. The "Home Run Wiring" consists of the coaxial cable, fiber optic cable, Ethernet and/or similar cable wiring extending from each intermediate distribution frame ("IDF") facility (each one of which connects to the Distribution Plant) serving each Unit, to the Structured Media Center (the "SMC") located within each Unit. The "In-Unit Wiring" is the coaxial cable, Ethernet and/or similar cable wiring extending from the SMC in each Unit to each of that Unit's wall plates.

1.2 **Easement.** Owner hereby grants to Operator an easement, right, privilege and right-of-way (the "**Easement**") to enter the Property, which includes without limitation rights of access over, on, under and through the common areas of the Property and the buildings located thereon, to provide services to Occupants at the Property and perform all of its obligations and exercise any of its rights under this Agreement as further provided in Exhibit B, attached herein and incorporated herein. Owner intends and agrees that the Easement shall be apportionable and assignable in whole or in part by Operator. Operator and its contractors will have the right to park vehicles at no charge in non-reserved parking areas at the Property when visiting the Property from time to time for customer service, marketing or other business reasonably related to Operator's provision of services to Occupants. Promptly upon execution of this Agreement, the Parties will execute the recordable Easement and Memorandum of Agreement attached as Exhibit B hereto evidencing Operator's easement rights. Owner will cooperate with Operator to ensure that the Easement and Memorandum of Agreement is properly recorded by Operator at its sole expense in the real property records of the county in which the Property is located.

1.3 **Installation and Plans.** Operator or its contractors will install the Distribution Plant and any Inside Wiring that Operator deems necessary to provide the Services at the Property. If the owner of any Unit requests any upgrade, repair or special configuration or type of In-Unit Wiring for that Unit, Operator will use commercially reasonable efforts to install In-Unit Wiring in accordance with the Unit-owner's request, provided that the Unit-owner will pay any additional costs associated with the special request. All work undertaken by Operator or its contractors will be performed in a good and workmanlike manner in accordance with Legal Requirements.

1.4 **Installation Fee.** Owner will pay to Operator a non-refundable Installation Fee (as defined in the Summary) in the amount specified in the Summary and in Exhibit A. Owner will receive the monthly credits specified in paragraph 2 of Exhibit A toward satisfaction of this Installation Fee as Owner makes each monthly payment of the total Bulk Services Fee throughout the Term of this Agreement. In the event this Agreement expires or is

terminated for any reason prior to Owner's having been credited with the full amount of the Installation Fee as provided for herein, Owner will remain liable to Operator for payment of the Early Termination Fee as defined in Section 4.3 herein.

1.5 **Telecommunications Closets and Antenna Site.** Owner will make available an "**Antenna Site**" for Operator's unencumbered exclusive use, at no cost to Operator, for the location of Operator's equipment to provide the Services. Owner will also make available, for Operator's use in providing the services, adequate secure space in one or more telecommunications closet(s) or similar facilities for the location of Operator's equipment, including one "**Main Telecommunications Closet**" for the location of Operator's main distribution frame ("**MDF**") and space in other telecommunications closets as needed for the location of Operator's IDF equipment. The Main Telecommunications Closet, the Antenna Site and other telecommunications closets shall be occupied and used by Operator solely for the purpose of providing the Services, as well as the installation, maintenance, repair, replacement and removal of the Distribution Plant. The Main Telecommunications Closet(s) will provide sufficient space (as determined by Operator) for Operator to locate its equipment needed for the provision of Services pursuant to this Agreement, and shall be secure, and temperature-controlled such that the average ambient temperature does not exceed seventy-three (73) degrees Fahrenheit. Owner shall provide to Operator, at no charge to Operator, electric power to the telecommunications closets used by Operator, as well as ventilation and such other utilities as necessary for the efficient installation, operation and maintenance of Operator's equipment, as well as access to the Property's electrical system. Owner has the right to permit other contractors to use the telecommunications closet(s) from time to time for the installation of their equipment in conjunction with Operator's use of the telecommunications closet(s), provided that such shared access does not: (i) interfere with or impede Operator's use of and operations within the telecommunications closet(s); (ii) endanger any portion of the Distribution Plant; (iii) allow access to the Distribution Plant of any unauthorized person; (iv) interfere with any of Operator's signals or Services, or (v) increase Operator's costs of operation at the Property.

1.6 **Rooftop.** The Easement includes Operator's right to access to and use of sufficient space on the roof of any suitable building at the Property for the purpose of installing, operating, and maintaining satellite, radio and microwave and other transmission and reception devices ("**Antennae**") to be used for the purposes of providing the Services. The Antennae and associated wiring and equipment constitute part of the Distribution Plant as defined in this Agreement. The installation, maintenance, and operation of the Antennae shall comply with all applicable local, state and federal laws, regulations, and licensing requirements, including FCC, OSHA, and building code requirements, and the Antennae and associated equipment shall be installed, operated and maintained in such fashion as to not adversely affect equipment, systems or machinery of Owner, Occupants, or the Property. Owner agrees not to take any actions, or allow others to take any actions, that would adversely affect the equipment, systems or machinery which comprise the

Antennae, including allowing others to install equipment subsequent to the Effective Date that interferes with the transmission or reception of the signals required to deliver the Services. Operator agrees that the Antennae shall not interfere with the transmission or reception of the signals required to deliver other services at the Property.

## **2. OWNERSHIP, USE AND MAINTENANCE OF DISTRIBUTION PLANT AND INSIDE WIRING.**

**2.1 Ownership of Distribution Plant and Inside Wiring.** The Distribution Plant, including any customer premises equipment ("CPE") provided by Operator to Occupants, is and will remain the personal property of Operator, and subject to the terms and conditions of Section 4.5 of this Agreement, no person or entity other than Operator shall have any ownership interest in the Distribution Plant, no portion of which, notwithstanding any method of affixation or any applicable law relating to fixtures, shall be deemed a fixture of the Property. To the extent the Distribution Plant, or any portion of it, is deemed by operation of law or otherwise, not to be exclusively owned by Operator, Owner agrees to promptly assign and transfer or cause to be assigned or transferred the exclusive ownership of all right, title and interest in, to and with respect to the Distribution Plant, to Operator. Subject to the terms of Section 2.3 of this Agreement, upon completion of installation by Operator (if applicable), the Inside Wiring is and will remain the property of Owner (or in the case of In-Unit Wiring within a condominium Unit, the owner of the Unit), provided that: (a) during the Term, no person or entity other than Operator may interconnect with or utilize the Home Run Wiring without Operator's written consent, including without limitation Owner, its officers, directors, managers, employees, contractors, agents, affiliates, guests, any Occupant or any other third party; and (b) the transfer of ownership of the Inside Wiring to the Owner does not release the Owner from its obligation to pay to Operator the Installation Fee as set forth in Section 1.4.

**2.2 Maintenance.** Operator, at Operator's expense, will maintain the Distribution Plant and will perform routine maintenance work on any Home Run Wiring being used to deliver Operator's Services, all in substantial compliance with Legal Requirements; provided that: (a) to the extent such maintenance work is required due to damage caused by fire or other casualty, another provider of services at the Property, or the negligence or intentional misconduct of Owner, or any of its officers, directors, managers, employees, contractors or other agents, any Occupant, guest or other third party, upon receipt of Operator's invoice, Owner will promptly reimburse Operator for all reasonable costs and expenses associated with such maintenance or repair work; and (b) Operator is not responsible for any substantial repair or replacement of Home Run Wiring except to the extent such repair or replacement work is required due to the negligence of Operator or its contractor. Operator will be granted access to the Property and to the Distribution Plant during regular business hours for maintenance purposes and outside of regular business hours as needed to perform emergency repair or maintenance work

on the Distribution Plant or the Inside Wiring. Operator will promptly return all buildings and improvements at the Property, as well as any surface and underground areas located thereon that have been altered during the course of Operator's installation, operation, maintenance, repair, upgrade or removal of the Distribution Plant to substantially the same condition that existed prior to the work, ordinary wear and tear excepted. Owner shall periodically, in its reasonable discretion, maintain the Property or any fixture or personal property located on or at the Property, including without limitation repairing or replacing any Inside Wiring as needed for purposes of Operator's delivery of the Services to the Units, except to the extent such repair or replacement is required due to the negligence of Operator or its contractors. If Operator performs any of the foregoing on Owner's behalf, Owner shall promptly reimburse Operator. Operator has no duty or obligation to provide, maintain or repair any television, computer, converter, receiver or other similar equipment owned by any owner of a Unit or any Occupant or third party. In the event Operator responds to a reported Service problem and said problem is caused by a malfunction of or interference by wiring or equipment owned by the Occupant requesting the service call, Operator reserves the right to impose a service charge on such Occupant and/or to perform the service so requested at fees set by Operator from time to time. Further, in the event Operator responds to a reported Service problem and said problem is caused by damage or interference (or theft) caused by a third party, Operator reserves the right to bill Operator's cost to repair and/or replace such damaged or affected portions of the System to Occupant or the person or entity that caused the damage, interference or theft, including service call costs. Owner shall supply names of its contractors, invitees or other third parties to Operator if Operator so requests to determine the identity of the party responsible for such damage, interference or theft and shall cooperate with Operator in settling such damage disputes.

**2.3 Property Assistance; Inside Wiring; Non-Interference.** Throughout the Term Operator will have the exclusive right to interconnect with and use the Home Run Wiring, and Owner will not and will not permit any third party to interconnect with or otherwise interfere with Operator's exclusive right to access and utilize the Home Run Wiring for the provision of Services. Owner will use best efforts to keep the Distribution Plant, the Inside Wiring and any other components required for distribution of the Services, including the Inside Wiring, secure, and prevent any unauthorized access to or tampering with such equipment. Owner further agrees that it will take commercially reasonable efforts to ensure that any equipment installed or used by Owner or by any third party at the Property shall not interfere with the Distribution Plant, the Home Run Wiring or any of the Services. Owner shall promptly notify Operator of any damage to or unauthorized tampering with the Distribution Plant, the Inside Wiring, or any other equipment that is owned or used by Operator and will cooperate with Operator to cause the immediate cessation of such tampering. To the extent Owner is or becomes aware of any unauthorized interference with any of Operator's Services or signals, Owner will notify Operator

and will take prompt, reasonable measures to end such interference as efficiently as possible.

### 3. SERVICES.

3.1 Prior to the Start-Up Date, Operator will continue to provide the bulk services, for the bulk services fees, as specifically described in the Exiting Agreement. Beginning on the Start-Up Date and continuing throughout the Term, Operator will make the Video Services, the Internet Services and the Voice Services available to each Unit on a Bulk basis as described on Exhibits A herein and for the compensation also described on Exhibits A. "Bulk" means an arrangement under which Owner is billed and pays for Services that are provided to all or substantially all Units without the need for Occupants of those Units to request or order such Service. In addition to the Bulk Services, Operator may offer Additional Services (including upgraded versions of the Bulk Services) to Occupants on an individual subscription basis as described on Exhibit A. All of the Services are more particularly described on Exhibit A-1. During the Term, Operator has the exclusive right to provide satellite delivered multi-channel video programming services, internet access services and voice services at the Property and, subject to Legal Requirements, Owner will not allow, permit, facilitate or enter into any agreement with any service provider other than Operator to distribute, sell or otherwise provide multi-channel video programming services, high-speed internet access services or voice services by means of a central signal distribution system at the Property. In no event will Owner contract with or otherwise permit a service provider other than Operator to provide multi-channel video programming services, high-speed internet access services or voice services on a Bulk basis at the Property. The "Start-Up Date" is the date on which the System is activated and the Services are first made available to substantially all of the Units. Operator shall use its best efforts to respond to reports of service outages within 4 hours after receiving such report. Operator has the right to add or delete programming and/or features from any of the Services, so long as each of the Services provided is of a quality reasonably comparable to that offered by comparable providers at comparable properties in the geographical area where the Property is located.

3.2 Marketing. Operator will not utilize common or limited common areas of the Property for the purpose of conducting sales and marketing activities. Additionally, Owner will not grant to any competing provider the right to utilize common or limited common areas of the Property for the marketing of services. Should Operator desire to market to Property owners, it shall be done indirectly via email, not to exceed one solicitation per 30-day period. Operator will send subject email to Property Manager for further distribution to Property Owners.

### 4. TERM; TERMINATION.

4.1 Term. This Agreement will remain in full force and effect beginning on the Effective Date and continuing without interruption throughout the Initial Bulk Term which

commences on the Start-Up Date. Following expiration of the Initial Bulk Term, the Bulk Term will extend for additional successive 12-month periods (collectively, the "Extended Bulk Term"), unless either Party delivers written notice of non-renewal to the other Party at least one hundred eighty (180) days prior to the end of the then-current Term. The Initial Bulk Term and any applicable Extended Bulk Term are collectively referred to as the "Term."

4.2 Default and Termination. A Party may terminate this Agreement in the event of a Default by the other Party. The term "Default" means any one or more of the following:

(a) Operator may terminate this Agreement upon the failure by Owner to pay within ten (10) days after the due date any amounts due to Operator as set forth in this Agreement.

(b) A breach by a Party of any material obligation to be performed by such Party under this Agreement, that is not cured by the breaching Party within thirty (30) calendar days ("Cure Period") following the breaching Party's receipt of written detailed notice of all specifics of the claimed Default, provided however, that (i) the 30-day Cure Period does not apply to any breach of a monetary obligation set forth in this Agreement, and (ii) if any non-monetary breach cannot reasonably be cured within the Cure Period, cause for terminating this Agreement does not occur, so there is no Default, if the defaulting party commences to cure the breach within the Cure Period and diligently completes the cure as soon as reasonably practicable; and (iii) the obligation to cure be extended by the operation of Section 7.9 (Force Majeure), except that if such breach is the failure to make a payment when due, the breaching party shall not be entitled to any such extension of time pursuant to Section 7.9.

(c) Upon the filing of a petition in bankruptcy or for reorganization by or against the other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the other Party's property, if such order of appointment is not vacated within sixty (60) days.

4.3 Early Termination Fee. If this Agreement is terminated for any reason prior to Operator having credited Owner with full payment of the Installation Fee as set forth in Section 2 of Exhibit A (including without limitation exercise by a condominium owners' association of its right to terminate pursuant to Legal Requirements), then Owner will pay to Operator a termination fee (the "Early Termination Fee") in an amount equal to the unpaid balance of the total Installation Fee, being the portion which has not been credited to Owner by Operator as set forth in Section 1.4 of this Agreement and on Exhibit A as of the termination date. The terms of this Section 4.3 survive the expiration or any earlier termination of this Agreement.

4.4 Acceleration Option. In addition to the Early Termination Fee set forth in Section 4.3 above, in the event of any breach by Owner and/or failure to cure within the time periods set forth in Section 4.2 (as applicable), the entire

amount that Operator would otherwise be entitled to receive throughout the Term of this Agreement, which remains unpaid, at the option of Operator, shall also become due and payable in full. The failure of Operator to exercise this acceleration option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Owner recognizes that the determination of damages resulting from Owner's default under this Agreement will be difficult to ascertain and therefore acknowledges that Operator's right to accelerate payment under this Section 4.4 is appropriate, given the significant investment and contract obligations undertaken by Operator to install the System and otherwise deliver the Services. Notwithstanding the above, the maximum amount owed by the Owner as a result of Operator's exercise of this acceleration option shall be the remaining amount due under this Agreement throughout the balance of the Term.

4.5 Removal of Distribution Plant. If at any time Operator ceases providing any of the Services at the Property, Operator may in its sole discretion remove all or certain components of its Distribution Plant, provided that under no circumstances will Operator remove any Inside Wiring. The terms of this Section 4.5 survive the expiration or any earlier termination of this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

Owner represents and warrants that: (i) its officers, directors, members and owners of Units and/or other required parties have taken all requisite action to approve the execution, delivery and performance of this Agreement; (ii) it has the legal right and authority and has secured express authorization to execute this Agreement and grant the Easement on behalf of individual owners of Units in accordance with all pertinent conditions, COA documents including all covenants, conditions and restrictions, or other applicable governance rules and procedures, and, upon request, Owner will provide Operator with evidence of such authority; (iii) the execution, delivery and performance of all terms of this Agreement constitute a valid exercise of its legal authority and shall not result in the breach of any agreements it has with third parties or violate any Legal Requirements; (iv) it has the legal right to grant Operator the rights provided to Operator herein and Owner owns and/or has the right to grant to Operator hereunder the exclusive right to use all parts of the System not owned by Operator (including any third party wiring, molding or components, if any; and (v) it is not and will not during the Term of the Agreement become a party to any agreement for the provision of multi-channel video programming services, high speed internet access services by means of a central signal distribution system or voice services, or for the Bulk provision of multi-channel video programming services, Internet access services or voice services with any party other than Operator.

6. INDEMNIFICATION. Operator covenants that it has liability coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence up to two occurrences for Two Million Dollars (\$2,000,000.00) and hereby agrees to hold harmless, indemnify and defend Owner from claims, causes of action, costs, suits or liabilities

resulting from injuries or damages caused solely by the acts or omissions of Operator, its agents or employees, related either to the installation, maintenance, operation, or removal of the Distribution Plant or to the provision of the Services at the Property.

7. MISCELLANEOUS.

7.1 Disclaimer: Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE DISTRIBUTION PLANT OR THE PROVISION OF SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL OPERATOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY REASON IN AN AMOUNT EXCEEDING THE TOTAL FEES PAID BY OWNER TO OPERATOR WITHIN THE PREVIOUS 12-MONTH PERIOD. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, OWNER AGREES THAT OPERATOR WILL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES IN THE FORM OF CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOST REVENUES, LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL OR OTHERWISE, OR FOR EXEMPLARY DAMAGES RESULTING FROM OPERATOR'S SERVICES OR DUTIES HEREUNDER OR FROM ANY SERVICES RENDERED WITH RESPECT THERETO OR FROM EXPENSES RELATED THERETO, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF DAMAGES WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT OR OTHERWISE.

7.2 Owner's Insurance. Upon Operator's request, Owner agrees to furnish certificates or other acceptable proof of insurance naming Operator as "Additional Insured" under a policy specifically covering all elements of the System and any other items provided by Operator to Owner for use on the Property up to their replacement value.

7.3 Casualty. If a casualty occurs and Owner elects to permanently cease operating the Property as a residential condominium complex, Owner may terminate this Agreement in its entirety, provided that Owner will remain responsible for payment in full of any unpaid portion of the Installation Fee set forth in Section 1.4 and Exhibit A.

7.4 Notices. Any notice, demand, request or other communication from either Party to the other hereunder shall be in writing and addressed to the appropriate party at the addresses provided above and shall be sent and deemed received: (a) three business days after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; or (b) one business day after delivery on a business day to any nationally-recognized overnight

delivery service for prepaid delivery on the next business day.

7.5 Applicable Law; Entire Agreement; Modification. The validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This Agreement, including all Schedules and/or Exhibits attached hereto, constitutes the entire agreement, whether written or oral, between the Parties, and supersedes all previous agreements, understandings, commitments or representations concerning the subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by the Party against whom the amendment, modification or waiver is sought to be enforced.

7.6 Venue. The Parties acknowledge that Operator is headquartered in Baldwin County, Alabama and the Parties agree that all actions or proceedings whatsoever arising out of the interpretation, performance, or breach of this Agreement will be tried and litigated exclusively in the State courts located in the County of Baldwin, State of Alabama and/or the Federal courts located in Mobile County, Alabama. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Baldwin and/or Mobile as referenced above, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

7.7 Waiver of Trial by Jury; Mediation.

(a) **THE PARTIES TO THIS AGREEMENT DESIRE TO AVOID THE ADDITIONAL TIME AND EXPENSES RELATED TO A JURY TRIAL OF ANY DISPUTES ARISING HEREUNDER. THEREFORE, IN THE EVENT THAT NEGOTIATION AND MEDIATION AS SET FORTH BELOW ARE NOT SUCCESSFUL IN RESOLVING THE DISPUTE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND THEIR SUCCESSORS, HEIRS AND PERMITTED ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR THE RELATIONSHIP WHICH ARISES HEREUNDER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS KNOWINGLY, FREELY AND VOLUNTARILY**

**GIVEN, IS DESIRED BY ALL PARTIES, AND IS IN THE BEST INTEREST OF ALL PARTIES.**

(b) The Parties shall initially attempt in good faith to resolve any dispute arising out of or in any way connected with this Agreement and/or the relationship which arises hereunder by negotiations between representatives of the parties who have authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of said notice, both parties shall meet at a mutually acceptable time and place (by mutual agreement, such meeting may be held by telephone) and thereafter as often as they deem necessary, to exchange relevant information and to attempt to resolve the dispute. Unless an extension is agreed to by the parties, if the dispute has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within twenty (20) days, either party may initiate the mediation of the controversy or claim as provided in Subparagraph 7.7(c) below.

(c) If any dispute has not been resolved by negotiation as provided in subsection (b), above, the Parties shall endeavor to resolve the dispute by mediation. Unless the Parties agree otherwise, the mediation shall be conducted by a neutral third-party mediator in accordance with the Commercial Mediation Rules of the American Arbitration Association. The neutral third-party mediator shall be selected by the mutual consent of the Parties to this Agreement. If the Parties encounter difficulty in agreeing on a neutral third-party mediator they will seek the assistance of the American Arbitration Association in the selection process. Unless otherwise agreed to by the Parties, the place of mediation shall be in Baldwin County, Alabama.

7.8 Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in the event of any such conflict, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

7.9 Force Majeure. Notwithstanding anything to the contrary herein, Operator shall not be liable to Owner or others for any failure to perform its obligations under this Agreement where such failure was caused by an act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, unavailability of video programming, failure of network equipment, wiring or infrastructure not owned and controlled by Operator, act of government or any other cause of similar or different nature which are beyond Operator's reasonable control, including, but not limited to, any problem associated with the construction, use and/or operation of Operator's network, Internet circuits owned by third parties, the public Internet or any problem associated

with other equipment owned, operated, maintained or used by others.

7.10 Successors and Assigns. This Agreement is binding upon and inures to the benefit of Owner and Operator and their respective successors and assigns. Operator may assign any of its interest in this Agreement and its rights and obligations hereunder. If Owner sells, conveys, or otherwise transfers the Property, the sale, conveyance or transfer will be made subject to this Agreement, and Owner will have no liability for any obligations arising under this Agreement after such sale, conveyance or transfer if (a) proper notice is delivered to all parties involved in the transfer or assignment as set forth in this Section 7.10, and (b) the transferee is acceptable to Operator and assumes this Agreement in writing. Owner will notify Operator of any assignment within 30 days after the assignment. The rights and interests that Owner has granted to Operator in this Agreement are obligations not only of Owner, but also of all subsequent owners and any others who may claim any right, title, or interest in the Property or any portion thereof, including but not limited to any transferee that acquires the Property or any interest therein by way of foreclosure or similar proceeding. Therefore, the rights and obligations granted to Operator in this Agreement run with title to the Property and bind each subsequent owner of all or any portion of the Property. Owner agrees that any rights and interests granted by Owner to Operator under this Agreement constitute interests in real estate and that such other rights and interests are irrevocably coupled with those interests in real property granted to Operator by virtue of this Agreement for the purposes contemplated therein. Operator has the right to pledge, assign or grant a security interest in any portion of the Distribution Plant or in this Agreement to its lender as security for any loan or other obligation.

7.11 Public Notices. Owner agrees that Operator may cause this Agreement and/or the Easement or other instrument related to this Agreement to be filed or recorded among the public records in all necessary places in order that third parties shall be on notice that Operator owns the Distribution Plant, and that Owner has granted Operator the Easement and other rights in this Agreement. Each Party hereto agrees to execute and, if necessary, to file with the appropriate governmental entities, such documents, and take such further action, as the other Party hereto shall reasonably request in order to carry out the purposes of this Agreement.

7.12 Interpretation; Further Actions; No Agents or Joint Venture; Counterparts. This Agreement has been fully reviewed and negotiated by the Parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, the judicial doctrine according to which documents are to be construed against the drafter or provider of such document does not apply to this Agreement. The relationship of Owner and Operator is that of independent contractor, and accordingly, no Party hereto shall act as or be deemed an agent of the other Party hereto, or take any action or do anything that would create an obligation or liability of the other Party hereto or cause any third party to believe that such Party is an agent of the other Party hereto or that such Party is authorized to act on behalf of the other

Party hereto. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument. This Agreement shall be binding upon the faxing by each Party of a signed signature page thereof to the other Party.

7.13 No Liens, Non-Disturbance. If any portion of the Property is currently encumbered by the lien of any mortgage, trust deed or other similar encumbrance, Owner hereby covenants and agrees to use its commercially reasonable, diligent efforts to provide Operator with a non-disturbance agreement (a "Non-Disturbance Agreement"), in form and substance reasonably agreeable to Operator, duly executed, acknowledged and delivered by Owner and the holder of such mortgage, trust deed or encumbrance, within thirty (30) days after the Effective Date. Such Non-Disturbance Agreement may be recorded by Operator at any time. Owner shall specifically exclude the System from any description of the Property pledged as security for any future indebtedness or obtain a Non-Disturbance Agreement signed by the lender in favor of Operator in connection therewith.

7.14 Confidentiality. Neither Party hereto will, without the prior written consent of the other Party or except by court of competent jurisdiction or governmental order (in which event the disclosing Party shall so notify the other Party as promptly as practicable of such disclosure, shall allow the other Party the reasonable opportunity to participate in any meetings or court proceedings regarding the disclosure of such information and shall seek confidential treatment of any such information that is disclosed), disclose this Agreement or its terms to any person or entity other than the representatives investors, partners, trustees, directors, officers, employees, attorneys, accountants, contractors, prospective purchasers, purchasers, lenders or prospective lenders and agents of such Party and its affiliates who reasonably need to have access to this Agreement (provided the disclosing Party shall be responsible for any violation by such person or entity of the confidentiality provisions hereof); provided, however, that the recording of the Easement in the appropriate real property records pursuant to Section 1.2 of this Agreement does not constitute a violation of either Party's confidentiality obligations under this Section 7.14.

7.15 Legal Requirements. Each Party will at all times comply with all statutes, laws, ordinances, orders, restrictions, rules, regulations, codes and the requirements of all federal, state, county and municipal governments or courts applicable to the Property, Owner's rights, duties, obligations and authority and Operator's operations at or with respect to the Property ("Legal Requirements").

7.16 Survival. This provision and the following provisions will survive the expiration or any earlier termination of this Agreement: 1.2, 1.4, 1.6, 2.1, 2.2, 2.3, 4.1, 4.3, 4.4, 4.5, 5, 6, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.14 and 7.15.



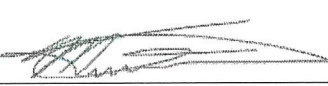


IN WITNESS WHEREOF, the Parties have executed and delivered this SecureVision Access and Services Agreement as of the latest date below

**SECUREVISION, LLC.**

**Sea Breeze Condominium Owners Association, Inc.**

By:  (signature)

By:  (signature)

Print Name: Robert Kleban

Print Name: Manuel Torano

Title: President

Title: Association President

DATE: 11-8-24

DATE: 11/07/2024

**EXHIBIT A**  
**Compensation**

A. Compensation to Operator.

1. Bulk Services. If one or more of the Services are provided on a Bulk basis, Operator will be compensated as follows:

Beginning on the Start-Up Date and continuing throughout the Term, Owner will pay to Operator a monthly “**Bulk Services Fee**” in consideration of Operator’s provision of the Bulk Services or, its availability to all Units, whether occupied or not. The Bulk Services are described on Exhibit A-1. The Bulk Services Fee will be calculated by multiplying the per-Unit Bulk Services Fee by the total number of Units at the Property as shown in the table below. If any Units (“**Additional Units**”) are added to the Property after the Start-Up Date, the Bulk Services Fee will be adjusted to include the Additional Units in the number of Units used to calculate the monthly Bulk Services Fee. The Bulk Services Fee includes federal, state and local taxes, franchise fees and other charges imposed on the Bulk Services as of the Start-Up Date. Owner is responsible for any newly enacted taxes, fees and other charges (except those based on Operator’s net income) imposed by governmental authorities after the Start-Up Date.

The Bulk Services and initial Bulk Services Fee are as follows:

<b>Bulk Service</b>	<b>Monthly Per-Unit Bulk Service Fee</b>
Video Service, Internet Service and Telephone Service	<b>\$ 60.00</b> <b>(\$60 x 60 Units = \$3600.00)</b>
<b>*Receivers</b>	\$ 000.00
Additional Services Fee * See Addendum A regarding Home Run and In-Unit Wiring Upgrade	\$ 000.00
<b>Monthly Total Bulk Services Fee for Sixty (60) Units</b>	<b>\$3600.00</b>

**\*Note:** To the extent Operator’s programming provider’s receiver fee increases, or to the extent Operator’s taxes, fees or other regulatory charges increase, the amount of such increase will be added to the Bulk Services Fee upon written notice to Owner.

The Bulk Services Fee will be due and payable on the first day of each month regardless of whether or not Owner receives an invoice therefor from Operator. After the first anniversary of the Start-Up Date, Operator may increase the Bulk Services Fee once per year, but by no more than six percent (6%) of the Bulk Services Fee paid during the preceding year. Operator will give Owner notice of any increase in the Bulk Services Fee at least ninety (90) days before the increase is implemented. Any failure by Owner to pay the monthly Bulk Services Fee within ten (10) days after the due date will constitute a material default in the performance of Owner’s obligations under this Agreement, and Operator may, in addition to such other remedies that may be available under this Agreement, suspend the provision of Bulk Services until such time as the overdue amount is paid, in which case Owner will pay to Operator a reasonable charge for the disconnection and reconnection of Bulk Services.

2. Installation Fee. The amount of the Installation Fee is \$28,550.00 . Beginning on the Start-Up Date, Owner will receive a credit of \$7.67 per Unit each month as the Bulk Services Fees are paid toward satisfaction of the Installation Fees. Upon termination for any reason, in addition to other remedies available hereunder, any unpaid balance of the total Installation Fee will immediately become due and payable to Operator as provided for herein.
3. Individual Subscriptions. With regard to any services that are provided to Occupants on an individual subscription basis, Operator will establish its own contractual and billing relationship with all Occupants who order any such services. Prices and fees for any such services will be determined solely by Operator, provided that Operator’s rates must at all times be consistent with Operator’s then-current regular rates charged to individual residential customers in the geographical area where the Property is located. Operator reserves the right to suspend or terminate such service(s) to any customer who fails to pay any invoice for such services provided by Operator when due or who violates the terms of any applicable Acceptable Use Policy or Terms of Service in effect from time to time.
4. Prior to the Start-Up Date, Operator will continue to provide the services described in the Existing Agreement for the Bulk Services Fees provided for in the said Existing Agreement.

**EXHIBIT A-1**  
**Description of Bulk Services**

Bulk Services.

1.1 The **Bulk Video Services** initially consist of the following:

SVI Expanded Cable Television Channel Package. This Package shall also include one HD-capable receiver in each bedroom and one living room of each Unit. Operator will maintain said receivers for the duration of the Term, except to the extent that maintenance is required due to the negligence or an intentional act of the Occupant or any third party.

1.2 The **Bulk Internet Services** initially consist of the following:

Two-way Internet access by means of one wireless access point in each Unit, at a location determined by Operator, with connectivity speeds of up to two hundred (100) Megabits per second down and one hundred (50) Megabits per second upstream to each Unit (as measured at a port on the wireless access point).

1.2.1 **Additional Services.**

\* Refer to Addendum A regarding CCTV

**ADDENDUM A**

**CCTV System**

SecureVision will install and maintain a 2 camera CCTV system. The system includes 30 days storage. SecureVision provides no monitoring. Any physical damage including any resulting from force majeure will be the responsibility of Owner. Any additional cameras and data storage will be charged a onetime setup and installation fee to Owner.