

Premises Access License

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Licensor hereby grants unto VERIZON Pennsylvania LLC. ("Verizon"), having an address at 900 Race Street, Philadelphia, PA 19107, its successors and assigns, the right, privilege and authority to deliver all services that the facilities can support including voice, data and/or video ("Services"), and to access, construct, reconstruct, relocate, replace, operate, repair, maintain and upon written consent of Licensor remove the following facilities ("Facilities"):

Fiber optic network facilities, including but not limited to: Fiber optic cables, drops, jumpers, splice enclosures, distribution hubs and distribution terminals, optical network terminals ("ONTs"), power supply units, battery backup units, innerducts, wall plates, conduits, raceways and moldings, copper cables and wires, coaxial cables and wires, jacks, interconnection devices, interface modules, optical network equipment cabinets, and associated equipment and facilities.

The Facilities may be accessed, constructed, reconstructed, relocated, replaced, operated, repaired, and maintained within the building(s) and upon, over, under and along the land which Licensor owns (or in which Licensor has an interest) located at 2030 Swallow Hill Road, Carnegie, Pennsylvania only at those specific locations approved in writing by Licensor. The parties hereto are authorized to enter into this Premises Access License ("License").

Licensor hereby grants Verizon the right to interconnect with and use any existing wiring that Licensor owns to provide Services to the occupants of the Building and to provide Verizon with and pay for electrical power for the ONTs. Licensor represents that there is an acceptable electrical ground for Verizon's Facilities within the Building (e.g., grounded three-prong electrical outlets). Licensor represents and warrants that Licensor has the authority to enter into this License and that nothing in this License conflicts with any other legal obligation to which it is bound, and that it is not a party to any agreement with any third party that gives that third party the exclusive right to provide Service to the occupants of the Building or exclusive access to or exclusive use of any wiring inside the Building which may be used for the provision of Service to occupants; or would otherwise limit Verizon's rights under this License.

If Verizon installs conduits, raceways or molding ("Pathways") in the Building, then the Pathways shall be installed at locations and with materials reasonably approved by Licensor. Upon installation, the Pathways will be deemed Building fixtures and will be owned by Licensor, subject to Verizon's right to remove, replace and maintain the Pathways. **Unless otherwise specified by law or regulation** the fiber optic, coaxial cables and lines and any flexible microducts ("Cabling Equipment") installed by Verizon within such Pathways will not be Building fixtures and will continue to be owned by Verizon. Licensor shall not move, disturb, alter or change the Cabling Equipment or the Facilities. If molding is installed by Verizon ("Verizon's Molding"), Verizon's Molding may cover the conduits and raceways containing Verizon's Cabling Equipment and, upon receipt of written consent from Licensor, any adjacent conduits and raceways owned by Licensor or any cable TV or other communications company serving the Building, and Licensor shall have the right to remove, replace and maintain Verizon's Molding and shall also have the right to allow its contractors and any cable TV or other communications company serving the Building to remove, replace and maintain Verizon's Molding; provided such installation, removal, replacement or maintenance of Verizon's Molding does not materially adversely affect the operation of Verizon's Facilities.

Subject to applicable law or regulation, it is understood that Verizon owns all Facilities that it installs except the Pathways described above. All work performed by Verizon shall be performed in a good and workmanlike manner and any damage to the premises caused thereby shall be corrected by Verizon. Verizon shall hold harmless and indemnify Licensor from physical injury to Licensor's property, its employees or the public which may occur at any time through the negligence of Verizon.

This License shall commence on the date indicated below (Execution Date) and shall continue for a period of ten (10) years after the date on which this Agreement is executed by Licensor (the "Term"). The Agreement shall automatically renew for one (1) year periods unless, after the expiration of the Term, either party gives one hundred twenty (120) days written notice to terminate this License, provided that Verizon no longer has a legal or regulatory right to provide the Services. Upon the termination or expiration of this License (i) Verizon shall have the right to continue to access, maintain and operate the Facilities to provide Services to customers receiving such Services at the time of termination or expiration, and, (ii) if no customers are receiving Services at that time, or if any customers are then receiving Services, upon the termination of Services to the last customer receiving Services in the Building, Verizon will have a period of one hundred and twenty (120) days to either (i) remove all or part of Facilities it owns, or (ii) resell such Facilities (excluding any ONTs and other electronic equipment) to the Licensor or a third party (with Licensor's consent), or (iii) provide notice that it is abandoning all or part of such Facilities (provided the Facilities comply with applicable laws at the time of abandonment). Licensor shall cooperate with Verizon to enable Verizon to remove its ONTs and other network equipment. Any Facilities which remain thereafter shall become the property of Licensor and Verizon shall be deemed to have abandoned the facilities without any recourse against the Licensor for compensation or damages.

Notices to Verizon shall be sent via overnight carrier or registered mail to the following: One Verizon Way, Basking Ridge, New Jersey 07920, Attention: Legal Department, General Counsel for FTTP Access. Notices to Licensor shall be sent to the address for the Building, unless specified as follows: Chartiers Valley School District, Attention: Business Manager, 2030 Swallow Hill Drive, Carnegie, Pennsylvania 15220.

The terms of this License shall be subject to applicable Federal law and Pennsylvania law. This License constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, promises and understandings, whether oral or written. The terms of this License shall not be modified except by mutual written agreement. If any provision of this License is determined by a judicial authority to be invalid, such determination shall not invalidate the entire License, but rather the entire License will be construed as if it did not contain the particular invalid provision(s), and the rights and obligations of Licensor and Verizon will be construed and enforced accordingly. Licensor represents and warrants that it has the authority to sign this instrument.

This License is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

In witness whereof, the undersigned have duly executed this License as of the date set forth below.

LICENSOR (Signature): _____
Printed Name: _____
Title: _____
Date: _____

Verizon (Signature): _____
Printed Name: _____
Title: _____
Date: _____

