

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement"), dated this _____ day of _____, 20____, is by and between _____ ("Owner"), who is requesting service at _____ ("Property") and REDI Net. REDI Net and Owner may be individually referred to as a "Party" or collectively as the "Parties."

In consideration of the mutual benefits and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement is intended to provide REDI Net with access to the Property to provide Owner or Property occupant with broadband fiber internet services.
2. Owner represents and warrants that the Owner: (a) is the fee simple owner of the land, improvements, and building which constitute the Property and has full power and authority to grant REDI Net the rights set forth in this Agreement; or (b) through written agreement with the fee simple owner of the Property, has the full power and authority to grant to REDI Net the rights set forth in this Agreement.
3. REDI Net will not access the interior of any improvements located on the Property (e.g. enter Owner's building) without the prior approval and attendance of the Owner or Owner's agent.
4. Owner grants to REDI Net and REDI Net's employees, agents, and contractors, a non-exclusive right of entry for ingress and egress to the Property for the purpose of installing, operating, repairing, replacing, removing, and maintaining all necessary equipment, including, without limitation, lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, and facilities (collectively, the "System") into, over, under, across and along the Property to provide REDI Net's broadband fiber internet services (collectively, "Services") to Owner or other occupants of the Property. Owner expressly acknowledges that installation activities may include and require drilling or otherwise penetrating exterior Property walls.
5. Owner hereby agrees to use reasonable efforts not to interfere with REDI Net's access to the System pursuant to this Agreement, including but not limited to construction, planting or placement of items such as fences, trees, outbuildings, driveways, sidewalks, animal pens, and vehicles.
6. Upon completion of construction, the System will be owned by REDI Net, who will be responsible for the maintenance of the System. Owner shall be responsible for the cost of electric service associated with the operation of the System and for HVAC/environmental conditions and air condition powering requirements meeting industry standards in areas housing REDI Net equipment. In exchange for Owner's obligations under this

Agreement, REDI Net shall provide the following services ("Services") to either Owner or Property occupant:

- a. Internet bandwidth:
7. Ownership of all parts of the System shall be and remain the personal property of the REDI Net. No entity or person, other than Owner or Property occupant, may use any part of the System. Owner shall not, and Owner shall not authorize any third party to, tamper with, make alterations to, or remove any components of the System. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. REDI Net shall install, operate and maintain the System on the Property at its own expense and in accordance with all applicable laws. If Owner requests, Operator shall submit for advanced approval the drawings and/or plans for the installation of the System, and such approval shall not be unreasonably withheld, conditioned, or delayed by Owner.
8. This Agreement will continue for so long as REDI Net provides Services to Owner or other occupants of the Property. This Agreement shall bind and benefit the Parties and their respective successors and assigns.
9. In any circumstance when Owner's negligence or defects in the Property result in claims, demands, suits and losses of any nature whatsoever, including but not limited to personal injury, death, lost wages, attorney's fees, and any other loss or damage, Owner hereby agrees to defend, indemnify, and hold harmless REDI Net, along with its project engineers, project administrators, and all other employees, agents, servants, successors and assigns of REDI Net for those resulting claims, demands, suits and losses.
10. REDI NET MAKES NO REPRESENTATIONS OR WARRANTIES—EXPRESS OR IMPLIED— REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL REDI NET OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
11. REDI Net shall not be liable for any effects of normal services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of REDI Net equipment, except for damage caused by the gross negligence or willful misconduct on the part of REDI Net.
12. Owner reserves the right to grant easements on or rights of access to the Property, but will not allow such other grants to interfere with the rights conveyed by this Agreement.
13. This Agreement shall be governed by and construed under the laws of the State of New Mexico.

14. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument. This Agreement may only be amended in writing fully executed by the Parties.

IN WITNESS WHEREOF, Owner and REDI Net have executed this Agreement as of the date first written above.

OWNER

REDI Net

By: _____

Title: _____

By: _____

Title: _____