San Leandro Unified School District
Information Technology

To: Facilities and Technology Committee

From: Larry Simon, Chief Technology Officer

Date: December 9, 2019

Re: Common.net Wireless ISP Master Agreement

Background: The district is looking to enter into an agreement with a local company to lease and utilize rooftops at many of our facilities to provide wireless internet service to residents in our community. This agreement would be the Master Agreement that would govern each individual future site agreement. As each site is inspected and ahead of them being brought online individual site level agreements governing rollout and rent fees paid to the district would be executed.

As an added benefit the agreement with Common will include additional internet handoffs at each site will be provided giving us a resilient path for communications access in the event of outages with our existing fiber internet.

Attached is the Master Agreement for approval. Also attached is a sample site agreement as well as a high level document outline the project and rent amounts.

MASTER LICENSE AGREEMENT

This Master License Agreement **("Agreement")** is entered into effective as of [_____], **("Effective Date")** by and between [_____] **("Landlord")** and Common Networks, Inc. (**"Tenant"** and each of Landlord and Tenant a **"Party"**).

RECITALS

A. Landlord is the owner of certain properties located within the Alameda County which may be well suited for communication equipment.

B. On a case-by-case basis, Tenant desires to install, operate, maintain, replace, modify and remove ("**Permitted Activities**") certain communications equipment, which may consist of, but not necessarily limited to, antennas, radios, cabling and mounts (the "**Equipment**") on rooftop portions of Landlord's properties, and Landlord is willing, on a case-by-case basis, to make certain properties available to Tenant.

C. The Parties desire to enter into this Agreement to set forth the general terms and conditions, set forth herein for each specific property which Tenant may elect to use and Landlord may elect to permit Tenant to use as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Master Agreement and Site Agreements. This Agreement sets forth the basic terms and conditions upon which each Site Agreement (defined below) is licensed by Landlord to Tenant. Upon agreement between the parties with respect to the particular terms of a Permit Property (as defined below), the parties shall execute a completed Site License Agreement ("**Site Agreement**") in the form attached hereto and incorporated herein by this reference. Each Site Agreement shall act as a separate and independent agreement for each Permit Property, the express intent of the parties being to use this Agreement to facilitate each of the independent transactions. The Site Agreement shall identify the specific property owned by the Landlord ("**Permit Property**") together with the specific location of the roof of the Permit Property ("**Roof Space**") and such other terms as set forth therein. The Site Agreement may have special clauses specific to that individual Permit Property. In the event of a discrepancy or inconsistency between the terms and conditions of a particular Site Agreement and this Agreement, the terms and conditions of this Agreement shall govern and control.

2. Grant of License. Upon execution of a Site Agreement, Landlord grants to Tenant, its contractors, subcontractors, employees and agents (collectively, the "Tenant Parties") a license to conduct the Permitted Activities on the Roof Space identified in the Site Agreement. Subject to the terms and conditions of this Agreement and the Site Agreement, the license granted under a Site Agreement include the right of access for the Tenant Parties from the public right-of-way onto and through areas of the Permit Property as required to perform the Permitted Activities. Tenant shall not bring in or permit the placement of any property within the Roof Space any property of a weight in excess of the design capacity of the Roof Space.

3. Use.

a. Tenant shall have the nonexclusive right to use the Roof Space to operate, maintain, and replace (subject to the limitations set forth in this Agreement) the Equipment. Tenant agrees not to bring in or permit the placing within the Roof Space of any property of a weight in excess of the design capacity of the Roof Space. Tenant shall not utilize or permit the Roof Space to be used for purposes prohibited by the laws of the United States or the State of California.

b. At its sole cost and expense, Tenant will promptly comply with all local, state, and federal laws as they relate to the condition, use, occupancy, or alteration of the Roof Space. Tenant will install and operate Tenant's Equipment in compliance with Landlord's technical standards, rules, and regulations and any other federal, state, or municipal agency having jurisdiction with respect to the Building.

4. Term; Extensions. The term of Tenant's rights under this Agreement shall commence on the date hereof and shall terminate three (3) years thereafter (the "Initial Term"), unless terminated earlier as provided herein. After the expiration of the Initial Term, this Agreement shall automatically be extended for additional one (1) year terms (each an "Extension Term") unless Landlord terminates it at the end of the then current term (either Initial Term or Extension Term) by giving Tenant written notice of the intent to terminate at least 6 months prior to the end of the then current term. The Extension Term will be on the same terms and conditions as this Agreement, except Rent, which shall be adjusted from time to time upon mutual written agreement of the Parties. During the Initial Term or any Extension Term, Tenant may terminate this Agreement at any time upon thirty (30) days notice to the Landlord and payment of a one-time termination fee equivalent to three (3) months of rent as set forth in Section 5.

5. Rent. On or before the first day of each month during the Term (as defined below) of each Site Agreement, Tenant shall pay to Landlord a monthly fee (the "Rent") in the amount set forth in each Site Agreement per month for Tenant's license to conduct the Permitted Activities from the Permit Property described in Site Agreement. The first such monthly installment shall be payable upon the date Tenant begins installation of the Tenant's Equipment on the Roof Space of each Site ("Installation Date") in accordance to each Site Agreement and thereafter payment shall be made on the first day of each month during the term hereof, in advance, without notice, set-off or offset, at the address of Landlord as designated in Section 17 hereof, or at such other place as Landlord may from time to time designate in writing. If the Installation Date is other than on the first day of a month, the monthly rental for said partial month shall be prorated based on the actual number of days in that month.

6. Complimentary Internet Subscription. During the term of this agreement, Tenant also agrees to provide its internet service ("Tenant's Product") at the best available tier without charge to Landlord at one feasible location in the site as mutually agreed upon between Landlord and Tenant, subject to all the terms and conditions of Common Networks' Terms of Service, as may be amended from time to time. Landlord's use of the Internet Services shall at all times be subject to Tenant's then-current standard Terms of Service (the current Terms of Service: https://common.net/privacy#terms, which may be updated from time to time). If Landlord continues to use Internet Services after the termination of this Agreement, Landlord will be subject to Tenant's then-current standard pricing for such Internet Services. It is understood that Landlord will need to provide payment information to be saved on file for this subscription.

7. Installation, Maintenance and Operation of the Equipment.

a. Tenant shall be responsible, at its sole cost, for the construction, installation, and maintenance of the Equipment to be placed on the Roof Space. The area for the placement of the Equipment shall be as set forth on Exhibit A. No property other than the Equipment, and replacements thereof, shall be installed on the Roof Space. If Tenant notifies Landlord that it desires to install additional or other equipment, Landlord agrees to discuss such matter to determine if such proposal is mutually agreeable, but Landlord shall not be obligated to approve or agree to any such proposal.

b. Tenant, at its expense, shall obtain all necessary governmental permits and certificates required for the construction, installation, authorization and use of the Equipment. Tenant shall be permitted by Landlord to arrange for the installation of telephonic and electrical connections, to be done at Tenant's expense (the "Connecting Equipment"). All such Connecting Equipment shall be installed in accordance with the engineering and design of the base Building systems, as reasonably determined by Landlord's engineer. All construction, installations, alterations, repair and maintenance work shall be performed in a

manner which will not unreasonably interfere with, delay or impose any additional expense upon Landlord in the maintenance or operation of the Building.

c. Tenant shall maintain the Equipment and keep it in good repair and shall keep the Roof Space free from all trash, debris and waste resulting from use of the Roof Space by its employees, contractors or agents.

d. It is understood and agreed that Tenant requires electricity to the Roof Space twenty-four (24) hours per day for the maintenance and operation of the Equipment. Subject to those conditions set forth herein and if required for operation of the Equipment, said provision of electricity shall be provided to Tenant twenty-four (24) hours per day, three hundred sixty five (365) days per year. Landlord agrees to use reasonable diligence in providing Tenant with access to electric service and ingress or egress; it being understood that Landlord reserves the right temporarily to discontinue electric service, or ingress or egress, at such times as may be necessary when, by reason of accident, unavailability of employees, repairs, alterations or improvements, utility initiated power shutoff, public safety power shutoff, or whenever by reason of strikes, walkouts, riots, acts of God, or any other happening beyond the control of Landlord, Landlord is unable to provide the same. Landlord shall use best efforts to provide Tenant with prior written notice of any such discontinuance that is within Landlord's control. If the cost of electricity solely attributed to the Equipment exceeds [five (5)]% of the Rent on an annualized basis, Landlord shall bill Tenant for such excess amount.

e. Tenant agrees that the Equipment shall be of such types and frequencies that will not cause interference with: (1) the other existing communications equipment on the Property (including replacements thereof of the same power and frequency), (2) the basic telecommunications services of Landlord or any of the other tenants in the Building, or (3) the business of Landlord. In the event the Equipment causes such interference, notwithstanding any other provision in this Agreement to the contrary, Tenant shall immediately upon having notice of such interference (whether such notice, in writing or otherwise, is from Landlord or other persons) take all steps necessary to correct and eliminate the interference in a reasonable and timely manner, including temporary disconnect and shut down of the Equipment causing the interference (except for intermittent operation for the purpose of correcting such interference) until such interference is eliminated. Tenant and Landlord agree that Landlord (with the assistance of consultants or employees with expertise in electronic communications) shall arbitrate any disputes between Tenant and other subtenants concerning alleged interference by Tenant with other subtenants caused by the Equipment, whether claimed to be caused by Tenant or such other subtenants. Landlord shall have the right, in resolution of any such dispute, if Tenant is responsible for the interference

and fails to correct it within 30 days after demand by Landlord, to terminate this Agreement on 60 days' prior written notice to Tenant.

f. Tenant shall have access to the Roof Space and common areas in which the Equipment is located with no prior notice between 8AM-~~6~~8PM as designated in Section 7 (d), provided however, in the event of an emergency or equipment failure, no prior notice shall be required except that Tenant shall provide such notice as reasonable practical. Tenant shall have the right to access the property after-hours and on weekends as necessary to minimize disruption with its communications. Such access, by or on behalf of Tenant, shall in each case be arranged with Landlord and shall be limited to persons expressly authorized by Tenant. Site contact to arrange access shall be as designated in Section 17 hereof.

g. The Tenant shall give Landlord reasonable prior notice of the need for access in case of emergency outside the hours aforementioned, and such access shall be subject to such reasonable rules as Landlord may adopt, including, but not limited to, the requirement that an agent of Landlord accompany persons during such access. Such access, by or on behalf of Tenant, shall in each case be arranged with the Building management and shall be limited to persons expressly authorized by Tenant. Site contact to arrange access in case of emergency shall be as designated in Section 17 hereof.

h. Each Party agrees to cooperate with each other and with each other's respective employees and agents in connection with the provisions regarding installation, operation and maintenance of Equipment as set forth in this Section 7.

8. Community Partner Program: Referral Fees.

a. Landlord hereby agrees to join Tenant's Community Partner Program.

b. During the term and subject to the terms and conditions of this Agreement, Tenant will pay Landlord a one-time Referral Fee for each Service Subscriber (as each term is defined below). "Service Subscriber" means a person who first signs up for a paid subscription to Common Networks' Internet Service using the provided Referral Code by Common Networks and completes the installation of required equipment at person's building. The "Referral Fee" means a one-time payment equal to fifty dollars ($50) for each Service Subscriber. At the end of each quarter [April, July, October, January] Common Networks will determine the number of Service Subscribers who signed up for the Internet Service in the previous months and will pay Partner the applicable Referral Fees.

c. Landlord agrees to cooperate with Tenant on the following activities:

a. Tenant provide Landlord with a unique Referral URL

b. Landlord to share Common's Referral URL will be shared with community members via mail, email, newsletter or social media
c. Landlord to invite Common to participate in appropriate Partner events to engage with Landlord's community members
d. Landlord to include Common's logo in Partner's marketing materials, including postcards, stickers will be posted wherever appropriate and visible to Partner's community members

9. Damage to Property. Tenant shall not hold or attempt to hold Landlord liable for any injury or damage, either proximate or remote, to any fixtures, improvements, or other personal property of Tenant kept or stored in the Roof Space, except that Landlord shall be liable for any uninsured injury or damage proximately caused by the gross negligence of Landlord, its employees or agents. Tenant shall obtain and maintain throughout the term such insurance as Tenant deems necessary and prudent on the Equipment. Landlord and Tenant each hereby waive any and all rights of recovery claim, action or cause of action, against the other, its agents, officers, or employees, for any loss or damage to their respective real and personal property occurring out of the use of the Roof Space under this Agreement; provided, however that such waiver shall not apply with respect to uninsured loss or damage caused by the negligence of either Landlord or Tenant, or their respective employees, agents or invitees, and provided further, that such waiver shall not relieve Tenant of its obligation to install and maintain the Equipment in accordance with plans approved by Landlord and to indemnify Landlord from damage arising from breaches of those obligations.

10. Indemnity to Landlord. Tenant hereby agrees to indemnify, defend, and save Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorney's fees, incurred by Landlord or any other tenant or subtenant in the Building, or by any other person rightfully in said Building for any purpose whatsoever, where the injuries are caused by (a) the actions or omissions of Tenant, Tenant's agents, servants, contractors, or employees, or of any other person entering into the Roof Space under express or implied invitation of Tenant; or (b) where such injuries are the result of the violation of the provisions of this Agreement by any of such persons; or (c) where such damages are caused by the interference of the Equipment; or (d) to the extent arising out of Tenant's use of the Roof Space or the Equipment. However, Tenant shall not be required to indemnify Landlord to the extent such damages are caused by the negligence or willful misconduct of Landlord, or for consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. Surrender and Notice. Tenant shall, upon termination of this Agreement in accordance with Section 4, or within sixty (60) days after any earlier termination of the Initial Term, remove its equipment, conduits, fixtures and all personal property and restore the Roof Space to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the term of this Agreement, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Tenant to remain on the Roof Space after termination of this Agreement, Tenant shall pay rent for such period at the then existing monthly rate or on the existing monthly pro-rata basis.

12. Term of Site Agreement. The term for each Site Agreement, shall commence on date set forth in each Site Agreement ("**Commencement Date**"), and shall terminate on the date set forth in each Site Agreement ("**Term**") unless such Site Agreement is terminated pursuant to the terms of this Agreement or the Site Agreement. Each Site Agreement shall automatically extend for a period of one (1) year unless Tenant notifies Landlord of its election not to extend the Site Agreement at least thirty (30) days prior to the end of the current term; provided however, in no event shall the total Term for any Site Agreement exceed ten (10) years. Tenant's indemnity obligations set forth in this Agreement survive termination of this Agreement or any Site Agreement for any reason. Tenant may terminate any Site Agreement at any time upon thirty (30) days' notice to Landlord and payment of a one-time termination fee equivalent to three (3) months' of Permit Fee of such Site Agreement. The term of this Agreement shall commence upon the full execution of this Agreement and shall expire thirty-six (36) months following the expiration or earlier termination of all Site Agreement; provided however, if a new Site Agreement is entered into during such 12-month period, then this Agreement shall continue thereafter until again twelve (12) months following the expiration or earlier termination of all Site Agreements.

13. Holdover. If, after the expiration of the term hereof, Tenant shall continue to use the Roof Space with Landlord's consent but without any express written agreement as to such holding over, then such holding over shall be deemed to be and taken to be a revocable license, revocable at any time upon ten days prior notice of either party, subject to all of the terms and conditions hereof to be observed and performed.

14. Default.

a. The following events are hereinafter referred to as “Defaults” or “Events of Default” herein:

i. Tenant shall fail to correct and eliminate interference caused by the Equipment as provided in paragraph 4 herein; or

ii. Either Party hereto shall fail to perform any of the other agreements, terms covenants or conditions hereof on its part to be performed, and such nonperformance shall continue (without commencement of performance) for a period of thirty (30) days after written notice thereof from non-defaulting Party given in the manner required under the terms of this Agreement. In the event of any such Default, non-defaulting Party shall have the right, at its option, to terminate this Agreement, in which event Tenant’s right to use the Roof Space and rights hereunder shall thereupon be terminated, as if the Agreement had expired at the end of the term hereof, except as to defaulting Party’s liability as herein provided, and Tenant shall surrender the Roof Space and remove all of its Equipment in accordance with paragraph 9 above.

b. Each Party’s rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to suits for injunctive relief and specific performance. All such rights and remedies shall be considered cumulative and nonexclusive.

15. Quiet Enjoyment. Landlord agrees that Tenant, on paying the rent and performing its agreements herein, shall peaceably and quietly have, hold and enjoy the Rooftop Space and that if any future communications equipment on the Property is of a type or frequency causes interference with Tenant’s Equipment, Landlord shall assist in resolving such disputes as set forth in Section 7(e).

16. Notices and Payment Information.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, certified, return receipt requested, hand delivery (including by means of a professional messenger service) or via electronic communication addressed as follows:

If to Landlord:

Name: _____

Address: _____

Address: _____

Attn: _____

Email: _____

For purposes of contacting Landlord with any maintenance, repair and service issues, Tenant may contact the following persons:

Site Contact: Name: _____

Email: _____

Phone: _____

For purposes of payment, Tenant may contact the following persons:

Finance Contact:

Name:_____

Official Name of Business Entity:_____

Phone Number:_____

Address:_____

Email:_____

If to Tenant:

Common Networks, Inc.
1390 Market Street
Suite #1202
San Francisco, CA 94102
Attn: Heba Gamal
Email: coverage@common.net

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other

communications shall be sent.

17. Disputes.

a. Any claim, controversy or dispute, whether sounding in contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the parties to this Agreement or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration as prescribed in this section. The Federal Arbitration Act, 9 U.S.C. " 1-15, not state law, shall govern the arbitrability of all claims.

b. The arbitration shall be conducted under the then current rules of the American Arbitration Association (the "AAA"). There shall be no discovery other than the exchange of information that is provided to the arbitrator or arbitrators by the parties. The arbitrator or arbitrators shall have authority only to award compensatory damages and shall not have authority to award punitive damages or other non-compensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the arbitrator or arbitrators. The decision and award of the arbitrator or arbitrators shall be final and binding, and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

c. If any party files a judicial or administrative action asserting claims subject to arbitration as prescribed herein, and another party successfully stays such action or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

18. Condemnation. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Roof Space or Building, Tenant, in Tenant's sole discretion, is unable to use the Roof Space or if such condemnation may reasonably be expected to disrupt Tenant's operations at the Roof Space for more than forty-five (45) days, Tenant may, upon fifteen (15) days written notice terminate this Agreement as of the date the condemning authority takes such possession. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Roof Space for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such

notice of termination shall cause this Agreement to expire as though the date set forth in such notice were the date originally set as the expiration date of this Agreement. If Tenant does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Roof Space remaining, except that the rent shall be reduced proportionately to the Roof Space taken. In the event that this Agreement is not terminated by such condemnation, Landlord shall promptly repair any damage to the Roof Space.

19. Casualty. In the event of damage by fire or other casualty to the Building or Roof Space that may reasonably be expected to disrupt Tenant's operations at the Roof Space for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Roof Space, terminate this Agreement upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Agreement to expire as though the date set forth in such notice were the date originally set as the expiration date of this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant’s use of the Roof Space is impaired.

20. General.

a. This Agreement constitutes the entire agreement of the parties hereto with respect to the Roof Space and shall supersede all prior offers, negotiations, and agreements.

b. Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties by Landlord, its agents or employees, except such as are expressed herein, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

c. Tenant agrees to comply with all reasonable rules and regulations applicable to tenants in the Building as are consistent with the use provided herein upon written notice to Tenant from Landlord thereof.

d. This Agreement shall not be recorded.

e. Whenever Landlord or Tenant’s consent or approval is required pursuant to the terms of this Agreement, it is understood and agreed that such approval shall not be unreasonably withheld or delayed.

f. This Agreement will be governed, interpreted, construed and regulated by the laws of the state in which the Property is located.

g. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[***Signature Pages Follows]***

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

“LANDLORD”

_____

By:_____

Name:

Title:

“TENANT”

COMMON NETWORKS, INC.

_____

By:_____

Name:

Title:

Address:_____

SITE AGREEMENT

This Site License Agreement ("Site Agreement") is entered into effective as of _____, 20__ ("Effective Date") by and between the Landlord and Common Networks, Inc. ("Tenant") and pursuant to that certain Master License Agreement dated _____, ("Master Agreement"). All terms and conditions of the Master Agreement are incorporated herein by reference and shall govern the relationship between both parties. In the event of a conflict or inconsistency between the terms of the Master Agreement and this Site Agreement, the terms of this Site Agreement shall govern and control.

Permit Property Address:

1. (See Exhibit A for install plan and Roof Space)
2. Commencement Date: _____, 20__
3. Term: 3 years, with automatic one (1) year extensions with a maximum of ten (10) years (See Section 4 of Master Lease)
4. Monthly Permit Fee: $
5. Number of Mounts and Radio/Antennas: 2 Mounts; 16 Radios/Antennas
6. Special Access Requirements: _none_____(if none, write "none")_
7. Location of Free Internet Subscription at Site:_____
8. Landlord's Contact for Access for Emergency: _____
9. Tenant's Contact for Emergency: Ryan Bobik; 855-255-4590, coverage@common.net

Exhibit A

Install Plan

Exhibit A

Install Plan

Sample Site Agreement on following pages

Address: **_2200 Bancroft Ave, San Leandro, CA 94577_**

SITE AGREEMENT

This Site License Agreement ("Site Agreement") is entered into effective as of ___01/XX_____, 2020_ ("Effective Date") by and between the Landlord and Common Networks, Inc. ("Tenant") and pursuant to that certain Master License Agreement dated __January, XX 2020_____, ("Master Agreement"). All terms and conditions of the Master Agreement are incorporated herein by reference and shall govern the relationship between both parties. In the event of a conflict or inconsistency between the terms of the Master Agreement and this Site Agreement, the terms of this Site Agreement shall govern and control.

Permit Property Address:

1. (See Exhibit A for install plan and Roof Space)
2. Commencement Date: _____01/XX _, 2020__
3. Term: 3 years, with automatic one (1) year extensions with a maximum of ten (10) years (See Section 4 of Master Lease)
4. Monthly Permit Fee: _**$850.00**_
5. Number of Mounts and Radio/Antennas: 2 Mounts; 16 Radios/Antennas
6. Special Access Requirements: _none_____(if none, write "none")_
7. Location of Free Internet Subscription at Site:_Internet access point located in telco closet next to gymnasium_____
8. Landlord's Contact for Access for Emergency: _Larry Simon; XXX-XXX-XXX, Larry@X.com_
9. Tenant's Contact for Emergency: Ryan Bobik; 855-255-4590, coverage@common.net

[Signatures appear on following page.]

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

COMMON NETWORKS, INC.:

By:_____

Print Name:

Title:

SAN LEANDRO UNIFIED SCHOOL DISTRICT:

By:_____

Print Name:

Title:

SITE NAME: San Leandro High School
SITE TYPE: Rooftop Relay
STRUCTURE HEIGHT: 55 ft

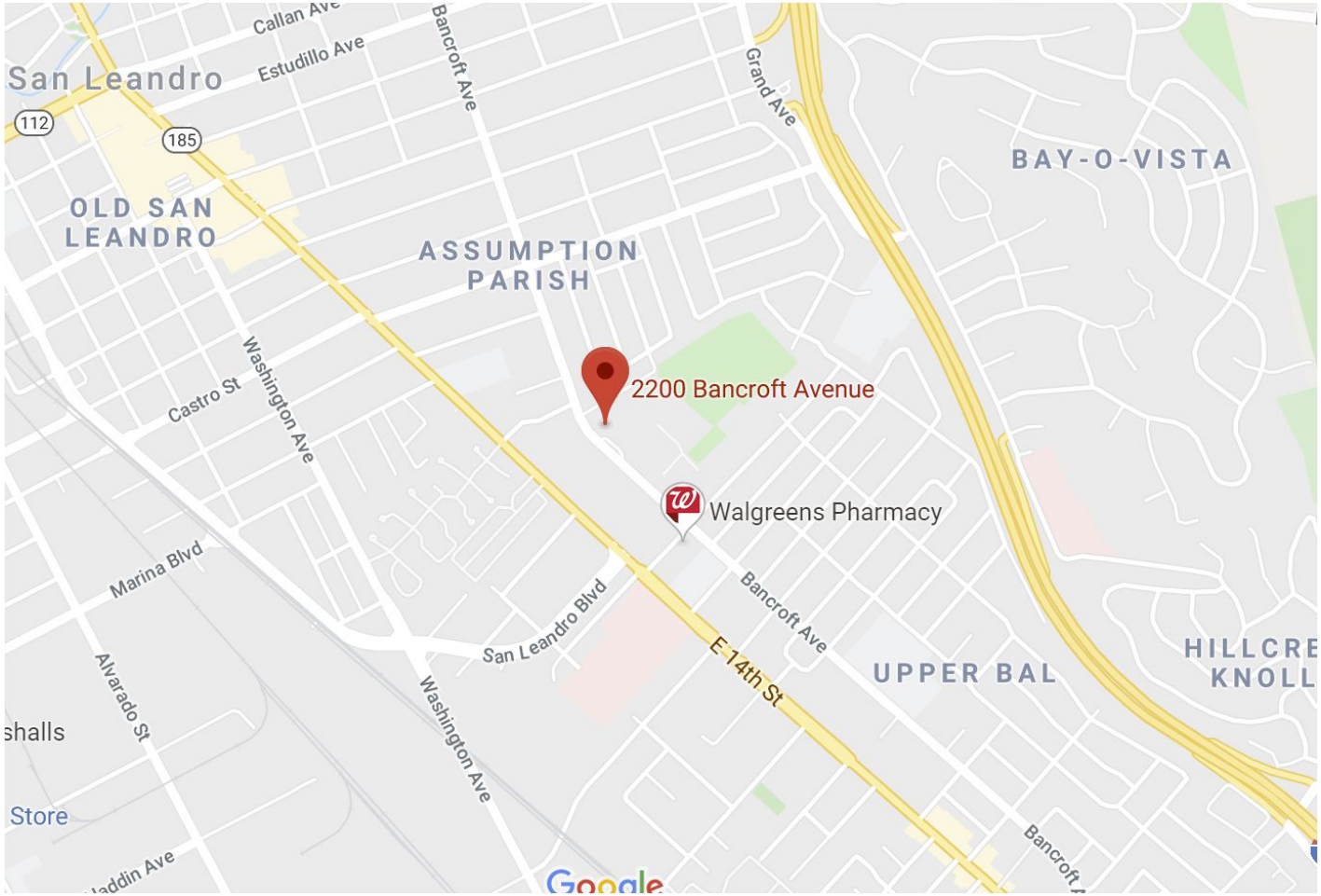
EXAMPLE: INSTALLATION PLAN (EXHIBIT A)

SITE ADDRESS: 2200 Bancroft Ave, San Leandro, CA 94577

common_

1390 Market St #1202
San Francisco, CA 94102
(855) 255-260

Location Map



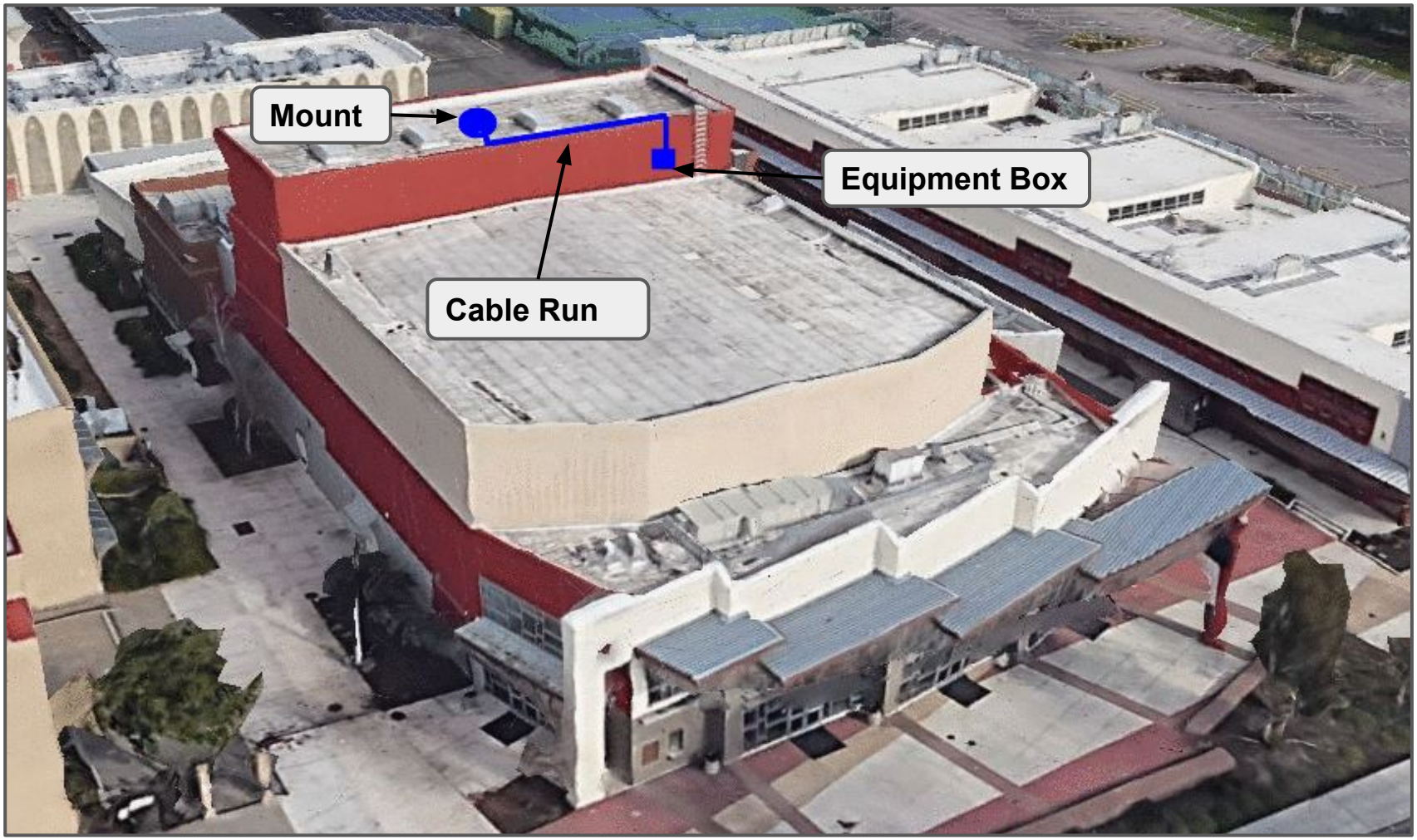
Site Information

Address	2200 Bancroft Ave San Leandro, CA 94577
Lat	37.717398
Long	-122.141924

Project Description

The purpose of this project is to provide Internet Service to the home and businesses in the area around this location. Common Network will install and maintain wireless networking equipment at this location in order to provide this service.

P1



common_

1390 Market St #1202
San Francisco, CA 94102
(855) 255-260

Site Information

Address	2200 Bancroft Ave San Leandro, CA 94577
Lat	37.717398
Long	-122.141924

Equipment Box



Mounts and Cable Runs

Cables: Cat5 cable.

Route: Cat5 cable will route from Mount to equipment box rimming the inner side of the roof.

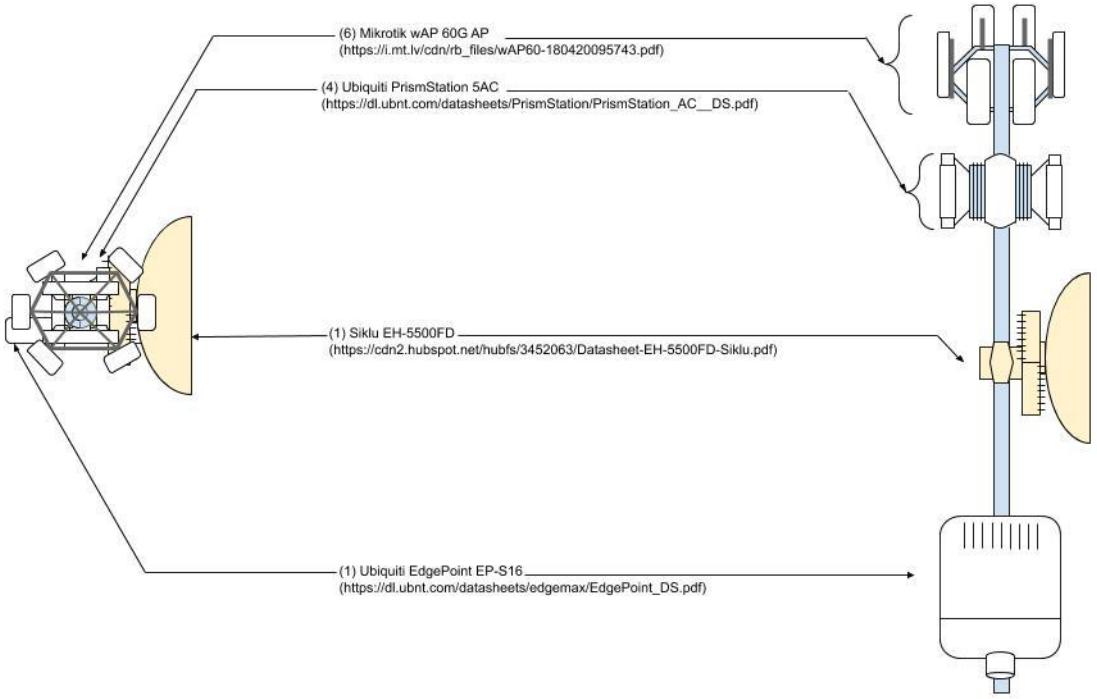
Equipment Box

- Location: Rooftop, side wall near ladder
- Size: 14”H x 12”W x 8”D
- Weight (including equipment inside): 9 lbs
- Average power usage: 10 watts

P2

Standard Radio Equipment

- 5 Ghz, 60 Ghz, and 70/80 GHz Radio Antennas
- Each antenna will fall within this general size range: from 6”x 6”x 6” to 30”x16”x12” (see photos for reference).



Top View

Side View

Power Supply & Usage

- Standard 120V
- 80 Watts base + 45-240 Watts per mount (56 Watts is typical)
- Billing estimate: $13-$15/monthly (assuming a rate of 15¢/kWh)
- Common to utilize existing rooftop outlet for power next to equipment box

Ballast Calculations

JRM
BALLAST REQUIREMENTS

Effective Projected Area (EPA) (FT^2)	Ballast (LBS)	Zero Velocity Load (PSF)	Vs (MPH)	Vmax at centroid of projected area, (MPH)							
				h=2 FT	h=3 FT	h=4 FT	h=5 FT	h=6 FT	h=7 FT	h=8 FT	h=9 FT
4	250	10.0	110	129	105	91	82	75	69	65	61
	350	14.0	131	153	125	108	97	88	82	76	72
	450	18.0	148	173	141	122	110	100	93	87	82
	550	22.0	164	191	156	135	121	111	102	96	90
	650	26.0	178	208	170	147	132	120	111	104	98
	750	30.0	191	224	183	158	141	129	120	112	105
	850	34.0	204	238	194	168	151	137	127	119	112
	950	38.0	215	252	205	178	159	145	135	126	119
	1050	42.0	226	265	216	187	167	153	141	132	125
	1150	46.0	237	277	226	196	175	160	148	138	131
	1250	50.0	247	289	236	204	183	167	154	144	136

common_

1390 Market St #1202
San Francisco, CA 94102
(855) 255-260

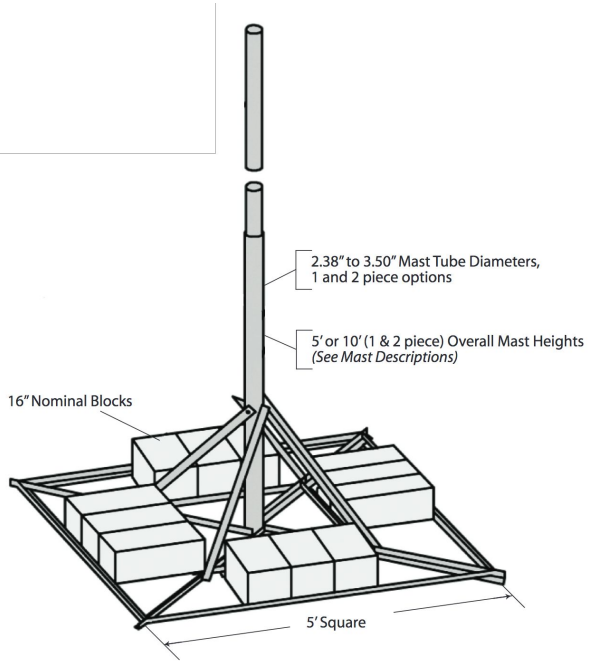
Site Information

Address	2200 Bancroft Ave San Leandro, CA 94577
Lat	37.717398
Long	-122.141924

P3

Mount Hardware

- Mount Type: Non-Penetrating Roof Mount with 2.25" x 120" Mast - Rohn JRM23855 [see pictures]
- 5’ x 5’ non-penetrating sled mount
- Protective Material: Rebounded Rubber Ma for Non Penetrating Satellite Roof Mounts 42.5"x36.25"x Thickness 1/8"
- Secured by (8) ¼” strut beam clamps.





About Common Networks

Common Networks is a venture-backed startup providing high-speed home internet. We are serving customers in suburban neighborhoods utilizing wireless technology.

Our Technology

We use FCC-approved antennas that transmit data using 5 GHz signals, similar to the radios in wifi routers, cell phones, or iPads. These small antennas are installed on our customer’s roof by one of Common Networks' professional installers. We then run a Cat5 Ethernet cable into your building and place a wireless router (similar to a cable modem).

We use these antennas to interconnect locations in our markets, creating a wireless mesh network between homes, our relay locations, and our fiber internet sources. A whole community can then have internet service with only a few homes needing to have access to our source. This mesh approach also increases reliability by ensuring every customer has multiple points of connectivity in the neighborhood. If one radio fails or network traffic is particularly heavy in one area, we can route accordingly without service being interrupted.

common_

1390 Market St #1202
San Francisco, CA 94102
(855) 255-260

Site Information

Address	2200 Bancroft Ave San Leandro, CA 94577
Lat	37.717398
Long	-122.141924

P4

Project Outline and rent fees on following pages

Common Networks + San Leandro Unified School District (SLUSD)

A Partnership for a More Connected City

December 2019

common

Partnership with City of San Leandro

Background

- On June 17, 2019, Common received unanimous approval by San Leandro City Council for Partnership
- 2 Master License agreements allowing Common to:
  - Lease rooftop space on city facilities
  - License city dark fiber
- 8 Site License agreements executed totalling $65,700 in annual rent to the City



MASTER LICENSE AGREEMENT

This Master License Agreement ("**Agreement**") is entered into effective as of _____, 2019 ("**Effective Date**") by and between the City of San Leandro, a California charter city ("**City**") and Common Networks, Inc. ("**Company**"). City and Company are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. City is the owner of certain properties located within the City of San Leandro which may be well suited for communication equipment.

B. On a case-by-case basis, Company desires to install, operate, maintain, replace, modify and remove certain communications equipment, which may consist of, but is not necessarily limited to, antennas, radios, cabling and mounts (the "**Equipment**") on rooftop portions of City properties ("**Permitted Activities**"), and City is willing, on a case-by-case basis, to make certain properties available to Company for the Permitted Activities.

C. The Parties desire to enter into this Agreement to set forth the general terms and conditions, set forth herein for each specific property which Company may elect to use and City may elect to permit Company to use, as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Master Agreement and Site Agreements. This Agreement sets forth the basic terms and conditions upon which each Site Agreement (defined below) is executed by City and Company. Upon agreement between the Parties with respect to the particular location and terms for use of a Permit Property (as defined below), the Parties shall execute a completed Site License Agreement ("**Site Agreement**") in the form attached hereto and incorporated herein by this reference. Each Site Agreement shall act as a separate and independent agreement for each Permit Property, the express intent of the parties being to use this Agreement to facilitate each of the independent transactions. The Site Agreement shall identify the specific property owned by the City ("**Permit Property**") together with the specific location of the roof of the Permit Property for Company's installation of the Equipment ("**Roof Space**") and such other terms as set forth therein. The Site Agreement may have special clauses specific to each individual Permit Property. In the event of a discrepancy or inconsistency between the terms and conditions of a particular Site Agreement and this Agreement, the terms and conditions of this Agreement shall govern and control. The City is not obligated to execute a Site Agreement for any particular Permit Property and the execution of any such Site Agreement shall be in the City's sole discretion.

2. Grant of License. Upon execution of a Site Agreement, City grants to Company, its contractors, subcontractors, employees and agents (collectively, the "**Company Parties**") a license to conduct the Permitted Activities on the Roof Space identified in the Site Agreement. Subject to the terms and conditions of this Agreement and the Site Agreement, the license granted under a Site Agreement includes the right of access for the Company Parties from the public right-of-way onto and through areas of the Permit Property as required to perform the Permitted

620\3185927.7 1

common_

Common + SLUSD

A Partnership for a More Connected Community

Partnership Benefits

- **Offer consumer choice**: high-speed internet at a competitive cost
- **Alleviate digital inequality**: access to underserved areas
- **Fuel economic growth**: of neighboring communities
- **Referral Program:** to fund for SLUSD computer labs and equipment
- **Wireless backup**: for SLUSD partner buildings & 3 additional facilities subject to coverage feasibility
- **Revenue Opportunity:** from monthly lease payments for rooftop access

Common Requests

- Lease selected rooftops
- Collaboration on community and stakeholder outreach

common_

Terms of Our Partnership

Master License Agreement: Provides Common the ability to lease rooftop space on district facilities to mount equipment and extend network coverage

- **Community Partner Program:** Common will make a $50 financial contribution to SLUSD for every member who signs up for Common service *(refer to Page 5 for more details)*
- **Rooftop Coverage Partnership:** Individual site license agreements executed for each eligible district building *(refer to Page 6 for more details)*
  - Deployment and site license execution completed in phases
  - Final installation plans subject to approval by both parties
- **Agreement Terms:**
  - 3 year term with automatic renewal
  - Non-exclusive agreement
  - Mutual termination upon 180 day prior notice
  - Wireless backup connection provided at each participating facility
    - Complimentary internet access point provided at three additional district buildings; *subject to coverage feasibility*
      - Internet subscription valued at $588 annually

common_

The Community Partner Program

It’s a new high-speed network powered by local connections.

What We Offer

Referral Program
We will provide two months of free service to each community member who gets our home internet service. In addition, Common will make a **$50** financial contribution to your organization for every member who signs up.

Communications Materials
We will provide posters, brochures, cards, and email templates that you can leverage to get the word out.

What We Ask

Share the News
Let your community know about our referral program. If you host any large meetings or events, we ask to attend one to share information about our service.

Signage at Your Location
We ask that you put up a small sign that we furnish that states that we are providing service to your organization.

Inclusion in Our Materials
We ask that we can share your organization’s name in promotional materials about our service.

common_

Rooftop Coverage Partnership

Rooftop Site License: 11 buildings estimated annual revenue of **$79,800 ($239,400 over 3 years)**

Estimated deployment:

- Phase I: Jan - Mar 2020
- Phase II: Mar - May 2020
- Phase III: Timing contingent on network expansion and availability



Phase	School	Site Address	Rent Amount
1	James Madison Elementary	14751 Juniper St. 94579	$800.00
1	John Muir Middle	1444 Williams St. 94577	$700.00
1	Roosevelt Elementary	951 Dowling Blvd. 94577	$500.00
2	San Leandro High	2200 Bancroft Ave. 94577	$850.00
2	James Monroe Elementary	3750 Monterey Blvd. 94578	$700.00
2	Garfield Elementary	13050 Aurora Dr. 94577	$650.00
3	Jefferson Elementary	14300 Bancroft Ave. 94578	$700.00
3	McKinley Elementary	2150 E. 14th. St. 94577	$500.00
3	Washington Elementary	250 Dutton Ave. 94577	$450.00
3	Bancroft Middle	1150 Bancroft Ave. 94577	$400.00
3	Woodrow Wilson Elementary	1300 Williams St. 94577	$400.00

common

Additional Materials and Resources

Additional Materials for Review:

- Draft Master License Agreement_SLUSD - Common Networks 12112019
- Example Site License & Installation Plan_San Leandro High School
- Common Networks Overview Deck

common_

Get in Touch



Ryan Bobik

HEAD of COVERAGE PARTNERSHIPS

ryan@common.net

common