

Inbuilding Radio Rebroadcast Agreement

This Inbuilding Radio Rebroadcast Agreement (“Agreement”) is made as of December , 2013, between Comba Telecom, Inc., a California corporation, with a principal place of business at 235 Charcot, San Jose, CA 95131, (“Permittee”), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with a principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (“Permitter”).

Background

A. Permittee is the tenant at a building at 235 Charcot, San Jose, CA 95131 (the “Premises”), which is located within the geographic area of a license to provide wireless services issued by the Federal Communications Commission (“FCC”) to Permitter, and Permittee desires to purchase and operate an in-building radio distribution system as described in Exhibit A (“the System”) to enhance wireless services on the Premises by operating the System on frequencies licensed to Permitter by the FCC.

B. The FCC rules applicable to the licenses granted by the FCC require that Permitter control the frequencies which it has been licensed to use, and resolve interference complaints created by the use of those frequencies. Accordingly, Permitter and Permittee agree to permit Permittee’s System to operate on Permitter’s FCC licensed frequencies only on the terms and conditions set out in this Agreement.

Agreement

1. General. Permitter hereby grants to Permittee, the right to rebroadcast Permitter’s signal through Permittee’s System within the Premises. Permitter agrees not to broadcast any other signals, whether FCC licensed or unlicensed, through the System.

2. Operational Requirements.

a. Permittee shall own the entire System and be responsible for its physical requirements, inputs (e.g. electrical requirements) and outputs, as well as assuring that the System is maintained, repaired and replaced as needed so as to remain in good operating condition, as defined by Permitter, at all times. Nonetheless, Permitter shall have full control of its FCC licensed frequencies at all times, including full right of access to the System and the right to shut down the System on a 7 day by 24 hour basis.

b. Permittee and its vendors/contractors will work with Permitter and its contractors throughout the process of designing, installing, maintaining, adjusting, fixing, modifying and removing the System. Permittee will consult with Permitter on the creation (or, in the case of an existing system, the modification) of the system design and only implement that design after receiving Permitter’s written approval. Similarly, the Permittee shall not make any other changes to the System without notice to Permitter and

obtaining Permitter's written approval. The System will only provide coverage in the Premises.

c. Should the System cause any radio frequency interference or other problems, or otherwise require repair or replacement, Permittee agrees, and will ensure that, Permitter has the right to require changes, or repair/replacement, to the System, and that such changes will be implemented within 30 days by either Permittee or a contractor determined by Permittee so that the proper quality of signal transmission is maintained. Permittee is responsible for the cost of implementing the changes, repairs or replacements, as needed, unless other arrangements are made and agreed to in writing by Permitter. Permittee acknowledges that this obligation requires it to obtain and assure this right to make changes, repairs and replacements from its contractors/vendors prior to the occurrence of radio interference or other problems or the need for replacement or repair.

3. Term & Termination.

a. The term of this Agreement shall be five years with four (4) automatic 5-year renewal terms, unless the Permitter terminates it at the end of the then current term by giving the Permittee written notice of intent to terminate at least six (6) months prior to the end of the then current term.

b. Notwithstanding anything to the contrary contained herein, Permitter shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given the Permittee, as Permitter at all times has complete control of its FCC licensed frequencies.

c. In the event Permitter defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Permittee (unless the nature of the event takes longer to cure and Permitter commences a cure within the time period and diligently pursues it), Permittee may thereafter terminate this Agreement by written notice to Permittee.

d. This Agreement may only be terminated in accordance with its terms. Termination of this Agreement shall trigger the parties' cessation obligations under Section 4.

4. Cessation. Permittee agrees that the System shall be deemed to be and remain at all times personal property of Permittee and not part of the real estate on which it is located. If Permittee decides to cease using the System, or to vacate the Premises, Permittee agrees to give Permitter 30 days prior written notice that Permittee will stop using Permitter's FCC licensed frequencies and decommission the System so that it can no longer use or otherwise benefit from Permitter's FCC licensed frequencies. If Permittee vacates the Premises to another location is also within Permitter's FCC license area, and Permittee desires to rebroadcast Permitter's signal, then Permitter must enter into an Agreement with Permitter like this one regarding such new location prior to placing the System in service.

5. Consideration. In consideration for the rights granted herein, Permittee's Premises will receive the benefits of enhanced wireless communications arising from operation of the System.

6. Indemnification, Insurance.

a. Permittee shall indemnify, defend, and hold harmless Permitter, its affiliates and each of their respective directors, officers, employees, agents, and/or any assignees thereof (and their respective heirs and legal representatives) ("Indemnified Parties") against any obligations, losses, damages, actions, suits, costs, or liabilities (including, but not limited to, reasonable fees and disbursements of counsel and court costs) ("Claim") arising or alleged to have arisen in whole or in part from the System, including any acts or omissions of its contractors or vendors. Permitter will provide Permittee with written notice of any Claim covered by this indemnification and will cooperate appropriately with Permittee in connection with Permittee's defense thereof. Promptly after receipt of such request, Permittee shall assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. In such case, Permittee shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of each Indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each Indemnified Party.

b. Permittee shall procure and maintain throughout the term of this Agreement comprehensive general public liability insurance, and property damage insurance under policies with limits of not less than one million dollars (\$1,000,000) per bodily injury, death, or for damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence. The parties waive and release any and all rights of action for negligence against the other which may arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and to any claims under or through either party as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by either party concerning or including the Premises or property shall waive the insurer's right of subrogation against the other party. Permittee agrees that Permitter may self-insure.

7. Disclaimer. PERMITTOR IS PERMITTING PERMITTEE TO BENEFIT FROM PERMITTOR'S LICENSED FREQUENCY ON THE TERMS HEREIN. PERMITTOR SPECIFICALLY MAKES NO WARRANTIES, EXPRESS OR IMPLIED HEREUNDER ABOUT ANYTHING IN THIS AGREEMENT OR THE FREQUENCIES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, ON ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR PERFORMANCE.

8. Limitation of Liability. Permitter shall not be liable for any act or omission of Permittee hereunder or in connection with the System. The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall Permitter be responsible or liable to Permittee for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

9. Representations and Warranties. Permittee represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any part of the Premises at which Permitter its authorized representatives may access hereunder; (ii) Permittee owns or leases the Premises on which the System has been or will be installed, and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; (iii) Permittee has obtained or will obtain all required permits, inspections or other approvals necessary for the installation and operation of the System; and (iv) Permittee has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises, or within the building where the Premises are located, that may be adversely affected by, or may adversely affect, installation or operation of the System.

10. Assignment. Neither party may assign this Agreement without the written consent of the other party except as stated herein. This Agreement may be assigned by Permitter to its affiliates or any entity which acquires all or substantially all of Permitter's assets in the market defined by the FCC in which the Premises are located.

11. Notices & Contacts. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Permittee at 235 Charcot, San Jose, CA 95131 and to Permitter at 180 Washington Valley Road, Bedminster, NJ 07921, Attention Network – Real Estate.

12. Miscellaneous. This Agreement contains all agreements, promises and understandings between Permitter and Permittee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Permitter or Permittee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties or as permitted in Section 2b. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises are located without reference to its choice of law rules.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto execute this Agreement below, intending to be bound.

PERMITTEE
Comba Telecom Inc.

By: _____
Name: _____
Title: _____

PERMITTOR
Cellco Partnership
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

Exhibit A

The System

SEE ATTACHED