



COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement") is made effective as of _____, by and between _____ ("Property Owner") with premises located at _____ ("Premises") and Fiberlink Telecommunications, LLC and/or Brown Datacom with corporate offices at 126 Broadbent Way, Anderson, SC 29625, Attn: John Clark (john@fiberlinktc.com, ROE).

THE PARTIES AGREE AS FOLLOWS:

- 1. CONSTRUCTION AUTHORIZATION.** Property Owner hereby authorizes Fiberlink Telecommunications, LLC and/or Brown Datacom to install, maintain and operate the wiring, cables, antennas, conduits and/or facilities (collectively, "Equipment") on the Premises necessary for Fiberlink Telecommunications and/or Brown Datacom to provide its communications services (the "Services"). Property Owner recognizes Fiberlink's and/or Brown Datacom right to have exclusive control over and Fiberlink's and/or Brown Datacom installed Equipment. Property Owner has represented to Fiberlink and/or Brown Datacom that Property Owner is the legal owner of the Premises, and that no other person has any rights in the Premises that conflict with Fiberlink and/or Brown Datacom rights under this agreement. Property Owner will not attach to or use, and will not knowingly allow anyone else to attach to or use Fiberlink's and/or Brown Datacom Equipment for any purpose without Fiberlink's and/or Brown Datacom's prior written consent, which Fiberlink and/or Brown Datacom may withhold in its sole discretion. In the event the Property Owner is not signing this agreement, then the person signing this agreement on behalf of Property Owner represents that he/she is Property Owner's authorized agent and has full authority to bind Property Owner to the terms and conditions of this Agreement. If requested by Owner, Fiberlink and/or Brown Datacom shall provide a proposed route for installation of Equipment.
- 2. RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** As may be required by law, Fiberlink or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Fiberlink and/or Brown Datacom intends to install the Equipment. Fiberlink shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Fiberlink and/or Brown Datacom installs any Equipment, to the extent such damage arises from Fiberlink's installation activities.
- 3. RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If Property Owner has private underground lines at the Premises that could impact Fiberlink and/or Brown Datacom installation of Equipment, including but not limited to, sprinklers, sprinkler heads, drains, cables,

pipes and wires (collectively "Impacted Private Lines") then both parties shall, in advance of any underground construction performed by Fiberlink and/or Brown Datacom, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Property Owner provides below its authorized representative (with contact information) regarding these Joint Efforts.

Name: _____ **Address:** _____
Phone: _____

After the Joint Effort the following shall take place: 1) Fiberlink and/or Brown Datacom will make a determination on the need to locate and mark impacted Private Lines and 2) If deemed by Fiberlink necessary to do so, Property Owner will locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Fiberlink and State of _____ utility locate laws. Property Owner will hold harmless, defend and indemnify Fiberlink and/or Brown Datacom from and against any and all losses, damages, claim(s), demand, liability, legal proceeding or similar action arising from or with respect to unmarked Impacted Private Lines located on the Premises. In the event that Fiberlink damages any Equipment then Fiberlink shall, within (30) days of written notice from Property Owner describing the scope and extent of such damage(s), commence to repair said damage(s) to Property Owner's reasonable satisfaction, to the extent such damages arises from Fiberlink's installation activities.

Fiberlink Telecommunications, LLC

By: Fiberlink Telecommunications, LLC, and Management Team

By: _____ (Signature)

Printed Name: _____

Title: _____

Date: _____

Property Owner:

By: _____ (Signature)

Printed Name: _____

Title: _____

Date: _____