



RIGHT OF ENTRY AGREEMENT

This license agreement is entered into on _____ between Webpass Inc. and _____ who owns or has control of _____ for the purpose of providing Broadband Internet Services. The parties agree to the following terms.

1. **Grant of Non-Exclusive License.** Webpass' Internet services will compete directly with other Internet service companies within the property, if available.
2. **Term of Agreement.** This agreement shall remain in effect for 5 years and will automatically renew for an equal term unless either party notifies the other in writing within 30 days of the renewal date.
3. **Property Access.** Webpass is granted 24-hour access to the property to maintain and operate the equipment required to deliver services. Construction and individual installations will be conducted according to the rules of the property.
4. **Marketing Access.** Webpass is allowed to market the services directly to the tenants of the property using customary and mutually agreed methods.
5. **Roof Rights.** Webpass is granted roof rights to place terrestrial wireless antennas and devices to provide broadband Internet. Webpass shall install its antennas and equipment in a mutually agreed location and fashion. Any mounts installed by Webpass shall be for the exclusive use of Webpass equipment. Webpass may use these roof rights for, including but not limited to, expansion or reinforcement of its broadband network.
6. **Equipment Placement.** Webpass will place networking equipment in a designated location in the property for the purpose of providing broadband Internet access.
7. **Individual Agreements.** Webpass and individual tenants are free to agree on the terms and conditions of services sold to tenants of the property.
8. **Insurance Certificate.** Webpass will provide Owner an insurance certificate naming Owner as an additional insured on Webpass' two million dollar general aggregate, one million per occurrence, liability insurance policy. The current policy, its renewal, or an equal value replacement thereof shall remain in effect for the entire Term of this Agreement.
9. **Use of Customer Name.** Webpass may use the name and address of the property on marketing materials and Webpass' website.
10. **Ownership.** All equipment installed by Webpass to provide service remains the property of Webpass.
11. **Independence:** This agreement shall remain in effect independently of any existing agreements with any other provider.
12. **Warranties.** Both parties agree to comply with the laws of California and the overall intent of this agreement.
13. **Additional Items.** _____

Webpass Inc.

500 Sansome Street, Suite 404

San Francisco, CA 94111

By: _____

Charles Barr

Dated: _____

