



RIGHT OF ENTRY AGREEMENT

This license agreement is entered into on <DATE> between Webpass Inc. and <OWNER OR MANAGER> who owns or has control of <ADDRESS> for the purpose of providing Internet services. The parties agree to the following terms.

1. **Grant of Non-Exclusive License.** Webpass will compete against other companies to sell Internet service to customers within the property.
2. **Agreement Term.** 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. **Equipment Placement.** Webpass will install all equipment in mutually agreed upon location in the property for the purpose of providing Internet access.
5. **Roof Rights.** Webpass is granted rights to install wireless equipment on the roof of the property. Webpass may use the roof rights for expansion or reinforcement of its network. All mounts, radios, antennas and other equipment installed is for Webpass' exclusive use.
6. **Fiber Optic Entry Rights.** Webpass is granted rights to install fiber optic cables through existing pathways into the property. Webpass may use the fiber optic cables for expansion or reinforcement of its network. All cabling and equipment installed is for Webpass' exclusive use.
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' four million dollar (\$4,000,000) general 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. **Property Name Use.** 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.
 262 7th Street
 San Francisco, CA 94103

<COMPANY OR PROPERTY NAME>
 <STREET>
 <CITY, STATE, ZIP>

By: _____

By: _____

Charles Barr

<SIGNER'S NAME>

Dated: _____

Dated: _____

