

RIGHT OF ACCESS AGREEMENT

This Right of Access Agreement ("Agreement") is entered into between The Town of Dryden d/b/a Dryden Fiber, a service provider duly organized and existing under the laws of the State of New York, with its principal place of business at 93 Main Street, Dryden, NY 13053 ("Dryden Fiber"), and [Property Owner's Name] ("Property Owner"), as of [Effective Date], in response to the specific request of potential Customers who are desirous of receiving data and communication services (collectively "Services") from Dryden Fiber.

1. Authorization

Subject to the terms and conditions of this Agreement, Property Owner hereby grants Dryden Fiber and its officers, employees, agents, contractors, sub-contractors, successors, and assigns, the right, privilege, and authority to install, operate, inspect, maintain, and, at its discretion, remove facilities, equipment, improvements and infrastructure necessary for the provision of Services on the property and within any dwellings owned or controlled by Property Owner, including but not limited to [property address] ("Property").

This authorization is granted by Property Owner in response, and pursuant to the specific request of potential Customer(s), and Property Owner acknowledges that Services are for the benefit of the potential Customer(s) and any future potential Customer(s). Said Services are subject to certain terms and conditions set forth in the agreement for Services between Customer(s) and Dryden Fiber, as the same may be amended from time to time ("Customer Agreement"). The Customer Agreement is available for review at drydenfiber.com.

2. Incorporation of Customer Agreement Provisions.

Property Owner acknowledges and agrees that certain provisions of the Customer Agreement, specifically those related to equipment installation, removal and safekeeping shall be applicable to this Agreement to the extent that Property Owner is granting access to Dryden Fiber to install and remove facilities, equipment, improvements and infrastructure necessary for the provision of Services pursuant to the Customer Agreement(s). The Customer Agreement(s) is incorporated herein by reference, including all future revisions, changes and amendments as may be implemented by Dryden Fiber at any time. Property Owner further acknowledges that such Customer Agreement may be amended without prior notice to Property Owner, but that any such amendments shall not take effect until 30 days after the Customer Agreement is updated on the Dryden Fiber website.

3. Compliance with Laws

Dryden Fiber shall comply with all applicable laws, regulations, and administrative rulings regarding the provision of Services on the Property.

4. Equipment Ownership and Responsibilities

Broadband equipment, infrastructure, and facilities furnished by Dryden Fiber remain the property of Dryden Fiber. Property Owner shall make all reasonable and lawful efforts to grant access to the Property and applicable dwellings to assist Dryden Fiber in facilitating the prompt and efficient installation and service of said facilities, equipment, improvements and infrastructure, and in the event of termination of the underlying Customer Agreement(s), the removal of said equipment and infrastructure from the Property and dwellings.

Property Owner acknowledges and agrees that all obligations regarding Services, including equipment safekeeping, return, payment, and any other related responsibilities are governed by the Customer Agreement(s) entered into by and between Dryden Fiber and the Customer(s). Property Owner is granting property access permissions only, and is not responsible for any obligations set forth in the Customer Agreement(s) between Customer(s) and Dryden Fiber.

5. Licensed Area and Right of Way (Property Owner)

Property Owner, by entering into this Agreement, hereby grants Dryden Fiber and its officers, employees, agents, contractors, sub-contractors, successors, and assigns the right, privilege, and authority to utilize a licensed area(s) and right(s) of way on the Property for the purpose of providing or disconnecting Services. This licensed area(s) and right(s) of way, hereby granted and released, is/are 10 feet in width throughout its/their extent, from the nearest point of access to each dwelling unit, together with the right of free ingress and egress for all purposes related to the provision and termination of Services.

Property Owner acknowledges Dryden Fiber's (including its officers, employees, agents, contractors, sub-contractors, successors, and assigns) right to trim, cut, and remove trees, brush, and other obstructions within the licensed area(s) and right(s) of way. Dryden Fiber herein agrees to ensure that any modifications to vegetation or obstructions will be performed in a manner ensuring the least possible disruption to the applicable Property.

Reserving, however, to Property Owner the right to cultivate the licensed area(s) and right(s) of way and the right to cross and recross said licensed area(s) and right(s) of way provided that such use of said area(s) shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said area(s) as it now exists. Additionally, no structure shall be erected, and no excavating, mining, or blasting shall be undertaken within the limits of the licensed area(s) and right(s) of way without the written consent of Dryden Fiber. This section shall survive the expiration or termination of the Agreement.

6. Terms and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party with 30 days' written notice. Property Owner shall have no termination rights under this Agreement unless the underlying Customer Agreement(s) is terminated by either the Customer or Dryden Fiber, and Dryden Fiber has removed its facilities, equipment, improvements and infrastructure from the Property.

7. Limitations of Liability

In no event shall either party (or its affiliates, employees, officers, directors, or agents) be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages, including damages for property damage arising in any manner from this Agreement and/or the performance or nonperformance thereunder. This does not limit Property Owner's responsibility to comply with all provisions of this Agreement.

Both Dryden Fiber and Property Owner acknowledge that they shall be liable for damages caused by their own wrongful acts, whether active or passive, arising out of or in connection with the installation, operation, inspection, maintenance, or removal of facilities, equipment, improvements and infrastructure under this and any underlying Customer Agreement(s).

Property Owner agrees that Dryden Fiber's liability for damages to Property Owner's property arising out of the installation, maintenance, or removal of the facilities, equipment, improvements and infrastructure necessary for providing the Services shall be limited to damages caused by Dryden Fiber's negligence or intentional acts. Property Owner shall make all reasonable efforts to ensure the safety and integrity of the Property during the installation, maintenance, and removal processes.

8. Notices.

All notices or communications under this Agreement shall be in writing and deemed given upon receipt. Notices to Dryden Fiber shall be sent to 93 Main Street, Dryden, NY 13053, Attn: DRYDEN FIBER Customer Service. Notices to Property Owner shall be sent to the address specified in this Agreement, or to such other address as either party may designate in writing.

9. Relationship of Parties.

Neither this Agreement nor any underlying Service Contract shall be deemed to create any joint venture, partnership or agency between Dryden Fiber and Property Owner, which are independent contractors and shall not be deemed to have any other relationship by virtue of this Agreement or the underlying Service Contract where applicable. Neither Dryden Fiber nor Property Owner shall have, or hold itself out as having, the power or authority to bind or create liability for the other, intentionally, negligently, or otherwise.

10. Assignment.

Property Owner agrees that Dryden Fiber may assign or transfer its rights and obligations under this Agreement without obtaining Property Owner's consent. In the event of any assignment or transfer of the Property, Property Owner agrees that this Agreement shall be deemed assigned to any future individuals or entities assuming an ownership interest in the Property, and this Agreement shall remain in full force and effect.

11. Entire Agreement; Partial Invalidity.

This Agreement constitutes the entire agreement between Dryden Fiber and Property Owner. All prior representations, statements and negotiations are superseded hereby.

If a tribunal having jurisdiction holds any provision of this Agreement to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable in its entirety, but instead the Contract Documents will be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the parties shall promptly engage in good faith negotiations to agree upon a substitute for such provision.

12. Waiver.

No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the party to which it is attributed. No consent by a party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of any subsequent breach or default.

13. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. The parties each hereby consent to personal jurisdiction in the state and federal courts in or in the applicable judicial district encompassing Steuben County, New York.

14. Counterparts and Facsimiles.

This Agreement may be executed in one or more counterparts and electronic facsimiles, all of which taken together shall constitute one and the same instrument.

DRYDEN FIBER

Date: _____

By: _____

PROPERTY OWNER

Date: _____

By: _____