

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "License Agreement") is made as of the ____ day of _____, 2025 by and between the **CITY OF MARCO ISLAND, FLORIDA**, a Florida municipal corporation ("Licensor") and **SENET, INC.**, a Delaware corporation ("Licensee").

WHEREAS, Licensee desires to install and place Antenna Facilities (as defined below) on property and tower owned by Licensor; and

WHEREAS, in exchange for allowing Licensee to attach its omnidirectional antenna and equipment on Licensor's property, Licensee agrees to pay Licensor the agreed upon rent and to connect Licensor's equipment upon reasonable request when it is to be installed in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Non-Exclusive License Agreement. Licensor is the owner of that particular real property located at 50 Bald Eagle Drive in the City of Marco Island, State of Florida. Licensor hereby grants a license to Licensee to use the following: a specific portion of the **Marco Island Fire Department Communications tower on the Property (the "Tower")** and a portion of interior or outdoor space to be determined and approved by Licensor for the installation and placement of Antenna Facilities (as defined below), together with easements for access and utilities (collectively, the "Premises").

2. Permitted Use. Licensee may use the Premises for the installation and use of an omnidirectional antenna together with associated equipment, cabling, and equipment cabinets (collectively, the "Antenna Facilities"), for the specific transmission and reception of telecommunication signals and related AMI (Advanced Metering Infrastructure) activities established on behalf of the Marco Island Water Department.

3. Rent. Licensee shall pay Licensor, as rent, Two Hundred and Twenty Five and no/100 dollars (\$225) per month ("Rent"). Rent will be payable monthly in advance by the fifth day of each month to Licensor at the address specified in the "Notices" section below. Rent shall be prorated for any partial months during the Term. Suppose this License Agreement is terminated at a time other than on the last day of a month. In that case, Rent shall be prorated as of the date of termination for any reason (other than a default by Licensee) and all prepaid Rent shall be promptly refunded to Licensee.

4. Term. The initial term of this License Agreement shall be five (5) years commencing on _____, 2025 (the "Commencement Date"), and terminating at midnight on the fifth anniversary of the Commencement Date (the "Initial Term").

5. Renewal. Licensor and Licensee may elect to extend this License Agreement for Three (3) additional and successive 5-year terms (each a "Renewal Term" and, together with the Initial Term, the "Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by 10 percent (10%) of the Rent paid over the preceding term. This License Agreement shall renew for each successive Renewal Term if Licensee notifies Licensor in writing of Licensee's election to renew this License Agreement, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

6. Improvements; Utilities; Access.

(a) Licensee shall have the right with reasonable advance written notice, permission by Licensor, at Licensee's expense, to erect and maintain the Antenna Facilities on the Premises and shall have the express consent to replace, and repair the Antenna Facilities at any time during the term of this License Agreement, so long as any replacement or repair does not increase or alter the initial scope or permitted use approved by the Licensor. Licensee shall cause all construction to occur in a workman like manner, lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Licensee and shall not be considered

fixtures. Licensee shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this License Agreement.

(b) Licensee shall, at Licensee's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this License Agreement, normal wear and tear and casualty excepted. Upon termination or expiration of this License Agreement, Licensee will remove all of its equipment, appurtenances, and any associated cabling within thirty (30) days, and the Premises shall be returned to Licensors in good, usable condition, normal wear and tear and casualty excepted.

(c) With Licensors approval, Licensee may install the required utilities on-site, at Licensee's expense, and to improve the present utilities on the Property. Licensors agrees to use reasonable efforts in assisting Licensee to acquire the necessary utility service. Licensee shall, wherever practicable, install separate meters for utilities used on the Property by Licensee. In the event separate meters are not installed, Licensee shall pay the periodic charges for all utilities attributable to Licensee's use, at the rate charged by the servicing utility. Licensors shall use reasonably diligent efforts to correct any variation, interruption, or failure of utility service.

(d) As partial consideration for Rent paid under this License Agreement, Licensors hereby grants Licensee easements in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this License Agreement and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this License Agreement.

(e) In the event of an emergency or interruption in critical services, the Licensee shall, with reasonable notice to Licensors, have 24-hour-a-day, 7-day-a-week access to the Premises during the Initial Term of this License Agreement and any Renewal Term, at no charge to Licensee.

7. Interference. Licensee shall not use the Premises in any way that materially interferes with the use of the Property by Licensors, or lessees or licensees of Licensors with rights in the Property prior in time to Licensee's use (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensors shall use its best efforts to prevent or mitigate any disruption of Licensee's operations by Licensors's lessees, licensees, employees, invitees, or agents to use the licensed portion of the Property in any way that materially interferes with the Antenna Facilities or the operations of Licensee on the Premises. In the event that any interference remains incurred by Licensors, its employees, invitees, or agents that materially harms or disrupts Licensee's ability to provide continual uninterrupted services in its sole judgment, Licensee may elect to terminate this agreement by providing Licensors with thirty (30) days' written notice.

8. Insurance and Subrogation and Indemnification

(a) Licensee shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance that it may maintain.

(b) Licensee shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) Licensee shall indemnify, hold harmless, and defend Licensors, its officers, boards, commissions, agents, and employees from and against any and all lawsuits, claims, causes of action, liability, demands, damages (including but not limited to environmental harm), disability, losses, and expenses, including reasonable attorneys' fees, resulting or in any manner arising from the action or inaction of the Licensors in constructing, operating, maintaining, repairing, or removing any of its equipment, or in exercising or failing to exercise any right or privilege granted by this Agreement except where such claim or

loss arises from the negligence or willful misconduct of Licensor, its officers, agents, boards, commissions or subcontractors.

(d) Licensor shall promptly notify Licensee of any claims subject to indemnification and shall cooperate with all reasonable requests by the Licensee for information, documents, testimony, or other assistance appropriate to a resolution of such claims, the Licensee shall have full responsibility for and control of any action or undertaking directed at the resolution of such claims.

(e) Licensor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(f) Subject to the property insurance waiver set forth in Section 8(c) above, Licensor and Licensee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, (ii) any liability for environmental matters or hazardous substances on the Property caused by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (iii) a breach of any obligation of the indemnifying party under this License Agreement. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(g) Licensee shall not be responsible to Licensor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

9. Taxes. Licensee shall pay any personal property tax, real property tax, or any other tax or fee which is directly attributable to the presence or installation of Licensee's Antenna Facilities, only for so long as this License Agreement remains in effect. If Licensor receives notice of any personal property or real property tax assessment against Licensor, which may affect Licensee and is directly attributable to Licensee's installation. In that case, Licensor shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Licensor and/or Licensee. Further, Licensor shall provide to Licensee any documentation associated with the assessment and shall execute any documents reasonably necessary to effectuate the intent of this section.

10. Quiet Enjoyment, Title and Authority. Licensor covenants and warrants to Licensee that (i) Licensor has full right, power and authority to execute this License Agreement; (ii) it owns fee title to the Property free and clear of any liens or encumbrances, except those which will not interfere with Licensee's rights to or use of the Premises; and (iii) execution and performance of this License Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Licensor. Licensor covenants that at all times during the term of this License Agreement, Licensee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

11. Waiver of Licensor's Lien. Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this License Agreement, whether or not the same is deemed real or personal property under applicable laws, and Licensor gives Licensee and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this License Agreement, in Licensee's and/or Secured Party's sole discretion and without Licensor's consent.

12. Termination. Except as otherwise provided herein, this Non-Exclusive License Agreement may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Licensor if Licensee fails to cure a default for payment of Rent or other amounts due under this License Agreement within such thirty (30) day period;

(b) immediately upon written notice by Licensee if Licensee notifies Licensor if Licensee does not obtain, maintain, or otherwise forfeit or cancel any license (including, without limitation, an FCC license), permit or any governmental approval necessary to the installation and/or operation of the Antenna Facilities or Licensee's business;

(c) upon thirty (30) days' written notice by Licensee if Licensee determines that the Property, or the Antenna Facilities are inappropriate or unnecessary for Licensee's operations for economic or technological reasons;

(d) immediately upon written notice by Licensee if the Premises or the Antenna Facilities are destroyed or damaged so as, in Licensee's reasonable judgment, to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any Rent prepaid by Licensee. If Licensee elects to continue this License Agreement, then all Rent shall abate until the Premises, Building and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

The following sections shall survive expiration, non-renewal or termination of this License Agreement: Sections 8, 9, 11, 16.

13. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right to terminate this License Agreement on written notice, to take effect immediately, if the other party commits a material breach of this License Agreement and fails to cure the breach within thirty (30) days' written notice from the non-breaching party.

14. Assignment and Sublicensing. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of Licensor; provided, however, that Licensee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Licensee may otherwise assign this License Agreement upon written approval of Licensor, which approval shall not be unreasonably delayed, withheld, or conditioned.

15. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and will be effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally-recognized overnight courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party in accordance with this section.

If to Licensor, to:

City of Marco Island
50 Bald Eagle Drive
Marco Island, FL. 34145
Attn: _____

If to Licensee, to:

Senet, Inc.
100 Market Street, Suite 302
Portsmouth, NH 03801
Attn: Leasing

16. Miscellaneous.

(a) This License Agreement constitutes the entire agreement and understanding of the parties, and supercedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this License Agreement. Any amendments to this License Agreement must be in writing and executed by both parties.

(b) Licensors agrees to cooperate with Licensee in executing any documents necessary to protect Licensee's rights in or use of the Premises.

(c) This License Agreement shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(d) If any term of this License Agreement is found to be void or invalid, the remaining terms of this License Agreement shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this License Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(e) The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacities as indicated.

(f) This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(g) All Exhibits referred to herein are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A may be attached to this License Agreement in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibit, Exhibit A, as the case may be, may be replaced in a mutually-acceptable form with such final, more complete exhibit(s).

(h) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fees or other payments to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Non-Exclusive License Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

Licensors:
CITY OF MARCO ISLAND

Licensee:
SENET, INC.
a Delaware corporation

By: _____
Michael A. McNees, City Manager

By: _____
Printed Name: _____
Its: _____

ATTEST:

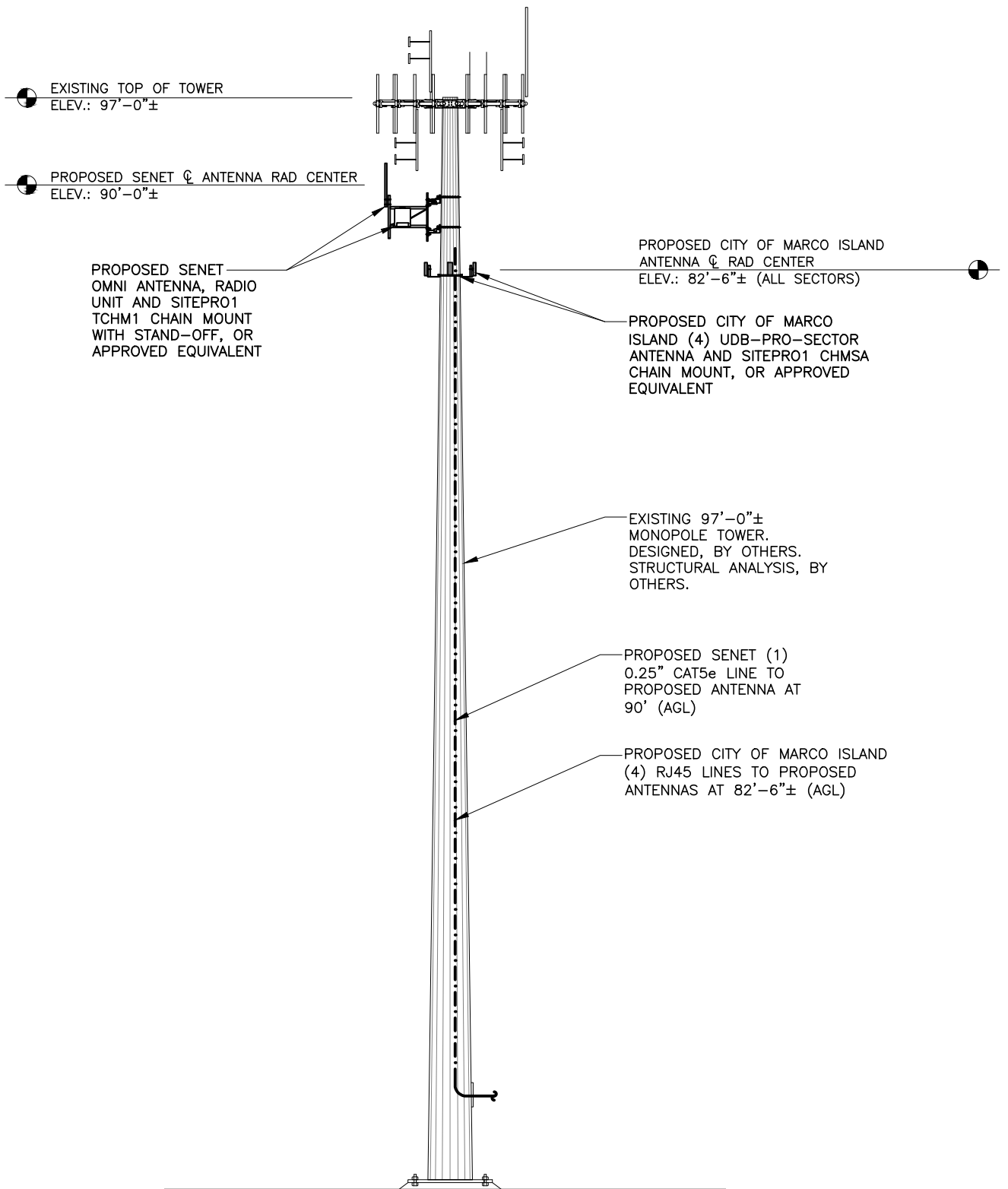
By: _____
Joan Taylor, City Clerk

EXHIBIT A

**The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:**

LOCATION; 50 BALD EAGLE DRIVE, MARCO ISLAND, FL, 34145





TOWER ELEVATION
NOT TO SCALE

LESSOR:



100 MARKET STREET #302
PORTSMOUTH, NH 03801

LEASE EXHIBIT:

FL-96
MARCO ISLAND

50 BALD EAGLE DRIVE
MARCO ISLAND, FL 34145

PREPARED BY:



3109 BLUE LAKE DRIVE, SUITE 121
VESTAVIA HILLS, AL 35243

SHEET:

LE-1

DATE: 10/15/2025

REVISION 0

DRAWN BY: MDA

REVIEWED BY: MRR/BS

SCALE: AS NOTED