

Uniform Video Service License Agreement (Title 11)

Date of Issuance: _____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the County of Pinal, an Arizona county ("Licensor") and HWAZ LLC, a Delaware Limited Liability Company ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

1. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute.

2. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee's principal place of business.

2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.1. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statue and this License .

3.2 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City/Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be five (5) percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

Licensee

Pinal County, an Arizona county

HWAZ LLC, an Delaware Limited Liability Company

By: _____

Its: _____

Date: _____

By : Jonathan Bullock

Its: Chief Product & Strategy Officer

Date: November 22, 2022

ATTEST:

Clerk

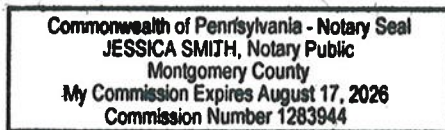
APPROVED AS TO FORM:

Deputy County Attorney

STATE OF PENNSYLVANIA)
County of Montgomery) ss.

The foregoing instrument was acknowledged before me this 22d day of November , 2022 by Jonathan Bullock, the Chief Product and Strategy Officer of HWAZ LLC, a Delaware Limited Liability Company on behalf of Licensee.

(Seal)



Jessica Smith
Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, Chairman, Board of Supervisors of Pinal County, an Arizona county, on its behalf.

(Seal)

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date: January 1, 2023		
Applicant's Name: HWAZ LLC		
Principal Place of Business: HWAZ LLC will operate in Pinal County; it's main office is located in Fort Lauderdale, FL		
Phone: 800-355-5668	Address: 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309	
City: Fort Lauderdale	State: FL	Zip: 33309
Type of Entity: LLC	Jurisdiction of Formation: DE	Email:

II. Licensee's principal executive officers or general partners:

Name: Jonathan Bullock	Title: Chief Product and Strategy Officer
Address: 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309	

Name: Kristin Johnson	Title: Chief Executive Officer
Address: 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name: Jeffrey Carlisle		Title: Counsel to HWAZ LLC
Address: 2001 L Street, NW Suite 400		
Phone: 202-253-6838	Fax: 202-293-7783	Email: jcarlisle@lrmansenter.com

Name: Johnathan Bullock		Title: Chief Product and Strategy Officer
Address: 2100 West Cypress Road, Fort Lauderdale, FL 33309		
Phone: 215-908-9748	Fax: 484-572-6190	Email: jonathan@hotwiremail.com

Name:		Title:
Address:		
Phone:	Fax:	Email:





EXHIBIT B

(Service Area)

"Service Area" means all the unincorporated territory within the present boundaries of Pinal County, Arizona, a body politic and corporate under the laws of the state of Arizona, as such may change from time to time.

PINAL COUNTY

WIDE OPEN OPPORTUNITY

-  Incorporated Cities
-  Highways / Interstates
-  Townships
-  Roadway/Streets

