

Contract ID: 342648

Memorandum of Understanding

This will serve as a binding Memorandum of Understanding (or “MOU”) between DHIC, Inc (“Owner”) and Google Fiber Inc. (“Google Fiber”), as it relates to the provision of a \$0 monthly service to residents in select housing authority of affordable housing properties, digital literacy programming and partnerships with community organizations to achieve the same, and bridging the digital divide with families with K-12 students. Google Fiber refers to this initiative as the “\$0 Internet Project. All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the MDU Access Agreements, by and between the parties (the “Access Agreements”), pertaining to the MDU properties listed on Exhibit A hereof (the “Properties,” or each a “Property”). This MOU is effective as of the date of the last signature below (the “Effective Date”).

WHEREAS, the parties hereto are committed to digital literacy, digital inclusion and technological engagement in Raleigh, Cary as part of the \$0 Internet Project; and

WHEREAS, in order to achieve the aforementioned aims, the parties will endeavor to undertake certain actions and commit themselves to certain obligations as set forth herein and the underlying Access Agreements;

WHEREAS, Owner acknowledges that Google Fiber is building a new fiber network in and around the Properties, and as a result, there are many factors and contingencies that could affect Google Fiber’s ability to make available Services to the Properties and the timeline upon which those Services are made available.

NOW, THEREFORE, in consideration of the mutual benefits to be received by the parties, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Subject to the terms and conditions of the Access Agreements, which includes but is not limited to, Google Fiber’s ability to serve the Fiberhood or geographical area in which a Property is located, Google Fiber will make its Services available to each of the Properties.
2. Subject to the terms and conditions of the Access Agreements and this MOU, Google Fiber will make its Gigabit Internet Service available at each of the Properties at a cost of \$0 per month with no installation fee (the “\$0 Internet Service”) to Occupants, so long as the original Access Agreement for each such

Property remains in effect. The \$0 Internet Service is an Internet-only product. Occupants at the Properties will be able to subscribe for other Services directly from Google Fiber at the then-current market prices. As of the Effective Date, the current price for Google Fiber's Gig + TV Service is \$130 per month.

3. Subject to the terms and conditions of the Access Agreements and this MOU, \$0 Internet Service will be made available to Occupants of the Properties for a period of four (4) years following the provision of \$0 Internet Service to the first Property ("Service Activation Date"). Google Fiber will in its sole discretion have the right to extend the provision of \$0 Internet Service for additional one (1) year renewal terms. In the event that Google Fiber decides not to extend the provision of \$0 Internet Service to the Properties, the Access Agreements for such Properties will remain in full force and effect.

4. In consideration of Google Fiber's obligations in Sections 1 through 3, Owner will take the following actions consistent with the goals of the \$0 Internet Project:

- a. Owner will take such steps as reasonably requested by Google Fiber to market, promote and otherwise raise awareness about the availability \$0 Internet Service at the Properties, provided that such marketing and promotion is allowed at the Properties.
- b. Owner will conduct digital inclusion programming relevant to Occupants at the Properties, either itself or through engagement of a nonprofit service provider. Such programming will benefit families with children K-12 and will be reasonably acceptable to Google Fiber. Google Fiber will engage with Owner and take good faith steps to facilitate such programming.
- c. Following the Service Activation Date and as reasonably requested by Google Fiber, Owner will make good faith efforts to arrange for the provision of discounted or low-cost laptops, tablets, and other Internet-capable devices to Occupants of the Properties.

5. This MOU may be terminated by written notice by either party if the other party breaches any material term or condition of this MOU and fails to cure the breach within sixty days after receipt of written notice detailing such breach. If this MOU is terminated, i) the underlying Access Agreements will remain in full force and effect (to the extent that they are not terminated or expire in accordance with the terms thereof), and ii) Google Fiber may in its sole discretion discontinue provision of the \$0 Internet Service to any or all of the Properties, and offer and sell any of its then-available residential Services directly to any Occupant at Google Fiber's then-existing standard rates. In addition, if an Access Agreement for any Property is terminated or expires, this MOU will be terminated to the extent it pertains to such Property.

6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR GOOGLE FIBER'S AFFILIATES, WILL BE LIABLE UNDER THIS MOU FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

7. To the maximum extent permitted by applicable law, Owner and Google Fiber may not disclose without the other's written approval the fact that the parties have entered into this MOU and the terms of the MOU itself, including the \$0 Internet Project to the extent it applies to the Properties. In addition, the release of any marketing materials, issuance of public relations statements, press releases, or any other public statements regarding the terms hereof, and use of Google Inc.'s or Google Fiber's corporate name, logo or trademarks for advertising, public relations, marketing or promotional purposes, must be mutually agreed by the parties in writing.

8. This MOU and the underlying Access Agreements are intended to be the full agreement between the parties with respect to the \$0 Internet Project. In the event of any conflict or inconsistency between the terms and provisions of any Access Agreement and this MOU, the terms of this MOU will control with respect to the matters addressed herein. This MOU may be modified by mutual agreement signed by the authorized signatory of each party. Google Fiber may assign this MOU without the written consent of Owner, provided that the assignee has agreed in writing to be bound by the terms of this MOU and Owner has been notified. The term of this MOU is from the Effective Date until all of the Properties cease receiving the \$0 Internet Service or as earlier terminated pursuant to the terms hereof.

IN WITNESS WHEREOF, the parties have executed this MOU by persons duly authorized as of the Effective Date

Owner:

By:

Name:

Title:

Notice Address:

Date:

Google Fiber Inc.:

By:

Name:

Title:

Date:

Exhibit A
List of Properties

Avonlea Apartments
5005 Cape Breton Dr
Raleigh, NC 27616
Carlton Place Apartments
450 E Davie St
Raleigh, NC 27601
Glenbrook Crossing
336 Dacian Rd
Raleigh, NC 27610
Jeffries' Ridge Apartments
201213 Lightner Ln
Raleigh, NC 27610
Tryon Grove
25002516 Tryon Grove Dr
Raleigh, NC 27603
Sedgebrook Apartments
100 Sedgebrook Dr
Cary, NC 27511
Highland Village Apartments
600800 Malcolm Valley Pl
Cary, NC 27511
Ripley Station
3030 Ripley Station Way
Raleigh, NC 27610
Wakefield Hills

10702 Oliver Road
Raleigh, NC 27614

Madison Glen
6840 Madison Ridge Way
Raleigh, NC 27613

Water Garden Village
8441 Mount Valley Lane
Raleigh, NC 27613

Weston Trace
204 West Croft Drive
Garner, NC 27529