



DATA. INTERNET. VOICE. VIDEO.

January __, 2014

PROPERTY ACCESS AGREEMENT

AGREEMENT between Cablevision Lightpath, Inc. ("Lightpath"), having an address at 200 Jericho Quadrangle, Jericho, New York 11753 (Attention: Suzanne Ryan/ Director of Real Estate Management), and

Suffolk County Community College, having an address at 533 College Road, Selden, New York, 11784 ("the College") (Attention: Stephen Clark, Director of Networking and Telecommunications).

1. The College grants permission to Lightpath (and its affiliates) to attach, install, maintain, operate, upgrade, change and remove cable and telecommunication-related equipment and devices, as specified by the College (collectively, the "Equipment"), at the College's property, located at 1 Michael J. Grant Campus 1001 Crooked Hill Road, (Sagtikos Building), Brentwood, New York 11717 ("Property"), at no cost to the College, in order to provide telecommunication services, by wireline or wireless, to occupants at the Property. College represents that it is authorized to operate, manage and maintain the Property, and/or has all rights and interests in the Property as may be necessary to grant to Lightpath the rights herein and to perform the obligations herein.

2. In addition, the College grants Lightpath access to and within the Property for the purposes permitted above during normal College operating hours, upon prior notice to the College, or as otherwise agreed upon between Lightpath and the College. The College shall provide Lightpath with an area agreed to by the College and Lightpath, where the Equipment may be installed, maintained and secured. College shall provide Lightpath with electricity sufficient for the operation of its Equipment. Lightpath shall have access to the Property in the event of an emergency, upon notification by the College to Lightpath that such an emergency exists. No rent or fee is required to be paid by Lightpath for the rights granted herein.

3. Lightpath agrees to indemnify and hold harmless the College for any damage directly caused to the Property by Lightpath, or by Lightpath's officers, employees, agents, contractors, or affiliates, in the installation, removal or maintenance of the Equipment. All Equipment shall remain the property of Lightpath. Such Equipment may not be utilized by any third party without the express, prior written consent of Lightpath. Upon termination of service to the Property, Lightpath shall remove the Equipment.

4. This Agreement shall remain in effect for a term of three (3) years, commencing on January 1, 2014, and terminating on December 31, 2016. The College may terminate this Property Access Agreement upon Lightpath's failure to meet its obligations hereunder, and upon no less than sixty (60) days prior written notice and an opportunity to cure.

5. Lightpath shall procure and maintain during the term of this Agreement a policy of commercial general liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00), combined single limit for bodily injury and property damage per occurrence. Lightpath shall provide to the College a certificate of liability insurance, which shall name Suffolk County Community College and the County of Suffolk as additional insureds.


6. Notices and correspondence relating to this Property Access Agreement shall be sent by certified mail, return receipt requested, or by a reliable overnight courier to the addresses set forth above. A copy of any notice to either party shall also be sent to the parties' Legal Departments, respectively, at the following addresses:

For Lightpath: Legal Department, 1111 Stewart Avenue, Bethpage, New York 11714


For College: Office of Legal Affairs, 533 College Road, Selden, NY 11784

7. This Property Access Agreement and all of the provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. The signatories hereto represent that they have the legal right, power and authority to enter into this Property Access Agreement on behalf of the parties and to bind such parties to perform their respective obligations hereunder.

Cablevision Lightpath, Inc.

By: 
Name: Paul Corona
Title: VP, OSP Design & Construction
Date: 1/28/14

Suffolk County Community College

By: 
Name: Dr. Shaun L. McKay
Title: President
Date: 2/6/14