

Board Office Use: <b>Legislative File Info.</b>	
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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Susan Beltz, Chief Technology Officer

**Board Meeting Date** June 24, 2020

**Subject** Approval by the Board of Education of Master License Agreement between Common Networks, Inc. and Oakland Unified School District.  
Contractor: Common Networks, Inc.  
Services For: June 25, 2020 - June 24, 2023, optional renewals through June 24, 2030

**Action Requested and Recommendation** Approval by the Board of Education of Master License Agreement between Oakland Unified School District and Common Networks, San Francisco, CA for the latter to provide internet services and estimated annual payments to OUSD of \$80,000 to \$110,000 in exchange for the hosting of its radio equipment, for the period June 25, 2020 to June 24, 2023 for zero cost to Oakland Unified School District.

**Background** Common Networks, Inc. is a technology company and residential wireless Internet Service Provider (“ISP”) based in San Francisco, CA that has developed an innovative graph-based solution to wirelessly deliver high-speed internet to residential customers. The network utilizes rooftops with wide visibility, preferably using buildings connected to fiber, to create a high-speed broadband network that seeks to solve the last mile problem of fiber-to-the-home.

Over the past year, Common Networks has worked with City of San Leandro, San Leandro Unified School District and various local stakeholder groups (including Tech Exchange), to bring their service to San Leandro in order to provide an additional option for affordable high-speed residential internet service for all residents, including those in underserved communities. Common Networks has seen significant demand for their service throughout Oakland and plans to initially expand into East Oakland and Adams Point in 2020 and 2021. Pending site surveys, Common is working to complete their deployment at initially selected Oakland Unified sites in East Oakland to service these communities in Fall 2020.

Under the proposed partnership with Oakland Unified, Common will utilize select rooftop space from Oakland Unified in order to provide internet service to the neighborhoods immediately adjacent to these schools. Pending site assessments and structural review, Common has identified an initial list of up to 14 Oakland Unified facilities for the installation of its radio equipment. Common Networks will cover all installation, ongoing maintenance and electricity costs and will pay an ongoing monthly fee for each site based on viewshed of the surrounding neighborhood. Total revenue to Oakland Unified from license fees collected from Common Networks is expected to range between \$80,000 to \$110,000 annually for the initial three-year contract (depending on the number of locations deployed and their viewshed), with the option to renew for successive one-year terms. After initial deployments in East Oakland (Phase 1), Common will work with Oakland Unified to deploy equipment at additional facilities in Oakland in 2021 and beyond. The initial sites proposed for Phase 1 (to go live Fall 2020) include:

- Brookfield Elementary School
- Frick Impact Academy
- Madison Park Academy Primary
- Markham Elementary School
- East Oakland Pride Elementary School
- Elmhurst United
- Parker Elementary School
- Reach Academy
- Esperanza Elementary School
- Fred T. Korematsu Discovery Academy
- Castlemont High School
- Rise Community School
- Encompass Academy
- Ruidsdale Newcomer

As part of the proposed agreement, Common Networks will provide a complimentary internet subscription at one feasible location at each site for the duration of the agreement. This will be used to provide network redundancy at the selected locations.

**Competitively Bid**

No. Professional Services Agreement of less than \$92,600.

**Fiscal Impact**

Zero cost to Oakland Unified, estimated annual revenues of \$80,000 to \$110,000 to be paid to Oakland Unified

**Attachments**

- Master License Agreement

## MASTER LICENSE AGREEMENT

This Master License Agreement (“**Agreement**”) is entered into effective as of [ June 25, 2020 ], 2020 (“**Effective Date**”) by and between Oakland Unified School District (“**Licensor**”) and Common Networks, Inc. (“**Licensee**” and each of Licensor and Licensee a “**Party**”).

### RECITALS

A. Licensor is the owner of certain properties located within the Alameda County which may be well suited for communication equipment.

B. On a case-by-case basis, Licensee desires to install, operate, maintain, replace, modify and remove (“**Permitted Activities**”) certain communications equipment, which may consist of, but not necessarily limited to, antennas, radios, cabling and mounts (the “**Equipment**”) on rooftop portions of Licensor’s properties, and Licensor is willing, on a case-by-case basis, to make certain properties available to Licensee.

C. The Parties desire to enter into this Agreement to set forth the general terms and conditions for each specific property which Licensee may elect to use and Licensor may elect to permit Licensee to use as further set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Master Agreement and Site Agreements. This Agreement sets forth the basic terms and conditions that govern each Site Agreement (defined below). Upon agreement between the parties with respect to the particular terms of a Permit Property (as defined below), the parties shall execute a completed Site License Agreement (“**Site Agreement**”) in the form attached hereto and incorporated herein by this reference. Each Site Agreement shall act as a separate and independent agreement for each Permit Property, the express intent of the parties being to use this Agreement to facilitate each of the independent transactions. The Site Agreement shall identify the specific property owned by the Licensor (“**Permit Property**”) together with the specific location of the roof of the Permit Property (“**Roof Space**”) and such other terms as set forth therein. The Site Agreement may have special clauses specific to that individual Permit Property. In the event of a discrepancy or inconsistency between the terms and conditions of a particular Site Agreement and this Agreement, the terms and conditions of this Agreement shall govern and control.

2. Grant of License. Upon execution of a Site Agreement, Licensor grants to Licensee, its contractors, subcontractors, employees and agents (collectively, the "Licensee Parties") a license to conduct the Permitted Activities on the Roof Space identified in the Site Agreement. Subject to the terms and conditions of this Agreement and the Site Agreement, the license granted under a Site Agreement includes the right of access for the Licensee Parties from the public right-of-way onto and through areas of the Permit Property as required to perform the Permitted Activities.

3. Use.

a. Licensee shall have the nonexclusive right to use the Roof Space to operate, maintain, and replace (subject to the limitations set forth in this Agreement) the Equipment. Licensee agrees not to bring in or permit the placing within the Roof Space of any property of a weight in excess of the design capacity of the Roof Space. Licensee shall not utilize or permit the Roof Space to be used for purposes prohibited by the laws of the United States or the State of California.

b. At its sole cost and expense, Licensee will promptly comply with all local, state, and federal laws as they relate to the condition, use, occupancy, or alteration of the Roof Space. Licensee will install and operate Licensee's Equipment in compliance with Licensor's technical standards, rules, and regulations and any other federal, state, or municipal agency having jurisdiction with respect to the Permit Property and Roof Space.

4. Term; Extensions; Termination.

a. The term of Licensee's rights under this Agreement shall commence on the date hereof and shall terminate three (3) years thereafter (the "Initial Term"), unless terminated earlier as provided herein.

b. This Initial Term shall automatically be extended for additional one (1) year terms (each an "Extension Term" and together with the Initial Term, the "Term") unless Licensor terminates it at the end of the then current Term (either Initial Term or Extension Term) by giving Licensee written notice of the intent to terminate at least six (6) months prior to the end of the then current Term. The Extension Term will be on the same terms and conditions as this Agreement, except Compensation, which may be adjusted from time to time upon mutual written agreement of the Parties. Notwithstanding the foregoing, in no event shall the total Term of this Agreement exceed ten (10) years.

c. Licensee may terminate this Agreement at any time upon thirty (30) days notice to Licensor and payment of a one-time termination fee equivalent to three (3) months of Compensation as set forth in Section 5.

5. Compensation. On or before the first day of each month during the Term (as defined

below) of each Site Agreement, Licensee shall pay to Licensor a monthly fee (“Compensation”) in the amount set forth in each Site Agreement as consideration for the license to conduct the Permitted Activities on the Permit Property described in Site Agreement. The first such monthly installment shall be payable upon the date Licensee begins installation of the Licensee’s Equipment on the Roof Space of each Site (“Installation Date”) in accordance to each Site Agreement and thereafter payment shall be made on the first day of each month during the Site Agreement Term, in advance, without notice, set-off or offset, at the address of Licensor as designated in Section 17 hereof, or at such other place as Licensor may from time to time designate in writing. If the Installation Date is other than on the first day of a month, the monthly Compensation for said partial month shall be prorated based on the actual number of days in that month.

6. Complimentary Internet Subscription. During the Term of this Agreement, Licensee also agrees to provide its internet service (“Licensee’s Product”) at the best available tier without charge to Licensor at one feasible location in the Permit Property as mutually agreed upon between Licensor and Licensee, subject to all the terms and conditions of Licensee’s Terms of Service, as may be amended from time to time. Licensor’s use of the Internet Services shall at all times be subject to Licensee’s then-current standard Terms of Service (the current Terms of Service: <https://common.net/privacy#terms>, which may be updated from time to time). If Licensor continues to use Internet Services after the termination of this Agreement, Licensor will be subject to Licensee’s then-current standard pricing for such Internet Services. In order to provide internet service to any Permit Property, it is understood that Licensor will need to provide payment information to be saved on file for the term of the active complimentary internet subscription.

7. Installation, Maintenance and Operation of the Equipment.

a. Licensee shall be responsible, at its sole cost, for the construction, installation, and maintenance of the Equipment to be placed on the Roof Space. The area for the placement of the Equipment shall be as set forth on Exhibit B to the applicable Site Agreement. No property other than the Equipment, and replacements thereof, shall be installed on the Roof Space. If Licensee notifies Licensor that it desires to install additional or other equipment, Licensor agrees to discuss such matter to determine if such proposal is mutually agreeable, but Licensor shall not be obligated to approve or agree to any such proposal.

b. Licensee, at its expense, shall obtain all necessary governmental permits and certificates required for the construction, installation, authorization and use of the Equipment. Licensee shall be permitted by Licensor to arrange for the installation of telephonic and electrical connections, to be done at Licensee’s expense (the “Connecting Equipment”). All such Connecting Equipment shall be installed in accordance with the engineering and design of the base building systems, as reasonably

determined by Licensor's engineer. All construction, installations, alterations, repair and maintenance work shall be performed in a manner which will not unreasonably interfere with, delay or impose any additional expense upon Licensor in the maintenance or operation of the Permit Property. Each Site Agreement will describe any limitations to the time and manner of such work in order to avoid unreasonable interference.

c. Licensee shall maintain the Equipment and keep it in good repair and shall keep the Roof Space free from all trash, debris and waste resulting from use of the Roof Space by its employees, contractors or agents.

d. It is understood and agreed that Licensee requires electricity to the Roof Space twenty-four (24) hours per day for the maintenance and operation of the Equipment. Subject to those conditions set forth herein and if required for operation of the Equipment, said provision of electricity shall be provided to Licensee twenty-four (24) hours per day, three hundred sixty five (365) days per year. Licensor agrees to use reasonable diligence in providing Licensee with access to electric service and ingress or egress; it being understood that Licensor reserves the right temporarily to discontinue electric service, or ingress or egress, at such times as may be necessary when, by reason of accident, unavailability of employees, repairs, alterations or improvements, or whenever by reason of strikes, walkouts, riots, acts of God, or any other happening beyond the control of Licensor, Licensor is unable to provide the same. Licensor shall use best efforts to provide Licensee with prior written notice of any such discontinuance that is within Licensor's control. If the cost of electricity solely attributed to the Equipment exceeds five percent (5%) of the Compensation on an annualized basis, Licensor shall bill Licensee for such excess amount.

e. Licensee agrees that the Equipment shall be of such types and frequencies that will not cause interference with: (1) the other existing communications equipment on the Permit Property (including replacements thereof of the same power and frequency), (2) the basic telecommunications services of Licensor or any of the other licensees in the Permit Property, or (3) the business of Licensor. In the event the Equipment causes such interference, notwithstanding any other provision in this Agreement to the contrary, Licensee shall immediately upon having notice of such interference (whether such notice, in writing or otherwise, is from Licensor or other persons) take all steps necessary to correct and eliminate the interference in a reasonable and timely manner, including temporary disconnect and shut down of the Equipment causing the interference (except for intermittent operation for the purpose of correcting such interference) until such interference is eliminated. Licensee and Licensor agree that Licensor (with the assistance of consultants or employees with expertise in electronic communications) shall arbitrate any disputes between Licensee and other sublicensees concerning alleged interference by Licensee with other sublicensees caused by the Equipment, whether claimed to be caused by Licensee or such other sub-

Licenses. In resolution of any such dispute, Licensor shall determine whether Licensee is responsible for the interference, and, if so, shall demand that Licensee correct it within 30 days. If Licensee fails to do so, Licensor may terminate the applicable Site Agreement in accordance with Section 12.

f. Licensee shall have access to the Roof Space in which the Equipment is located with no prior notice between 8AM - 8PM as designated in Section 7(d), provided however, in the event of an emergency or equipment failure, no prior notice shall be required except that Licensee shall provide such notice as reasonable practical. Licensee shall have the right to access the property after-hours and on weekends as necessary to minimize disruption with its communications. Such access, by or on behalf of Licensee, shall in each case be arranged with Licensor and shall be limited to persons expressly authorized by Licensee. Site contact to arrange access shall be as designated in Section 17 hereof.

g. The Licensee shall give Licensor reasonable prior notice of the need for access in case of emergency outside the hours aforementioned, and such access shall be subject to such reasonable rules as Licensor may adopt, including, but not limited to, the requirement that an agent of Licensor accompany persons during such access. Such access, by or on behalf of Licensee, shall in each case be arranged with management of the Permit Property and shall be limited to persons expressly authorized by Licensee. Site contact to arrange access in case of emergency shall be as designated in Section 17 hereof.

h. Each Party agrees to cooperate with each other and with each other's respective employees and agents in connection with the provisions regarding installation, operation and maintenance of Equipment as set forth in this Section 7.

8. Community Partner Program: Referral Fees.

a. Licensor hereby agrees to join Licensee's Community Partner Program.

b. During the Term and subject to the terms and conditions of this Agreement, Licensee will pay Licensor a one-time referral fee of fifty dollars (\$50) ("Referral Fee") for each "Service Subscriber," defined as a person who first signs up for a paid subscription to Licensee's Internet Service using a Referral Code provided by Licensor and completes the installation of required equipment at person's building. At the end of each quarter (April, July, October, January) Licensee will determine the number of Service Subscribers who signed up for the Internet Service in the previous three months and will pay Licensor the applicable Referral Fees.

9. Damage to Property. Licensee shall not hold or attempt to hold Licensor liable for any injury or damage, either proximate or remote, to any fixtures, improvements, or other personal property of Licensee kept or stored in the Roof Space, except that Licensor shall be liable for any uninsured injury or damage proximately caused by the gross negligence of Licensor, its employees or agents. Licensee shall

obtain and maintain throughout the term such insurance as Licensee deems necessary and prudent on the Equipment. Licensor and Licensee each hereby waive any and all rights of recovery claim, action or cause of action, against the other, its agents, officers, or employees, for any loss or damage to their respective real and personal property occurring out of the use of the Roof Space under this Agreement; provided, however that such waiver shall not apply with respect to loss or damage caused by the negligence or intentional conduct of Licensor or Licensee, respectively, or their respective employees, agents or invitees, and provided further, that such waiver shall not relieve Licensee of its obligation to install and maintain the Equipment in accordance with plans approved by Licensor and to indemnify Licensor from damage arising from breaches of those obligations.

10. Indemnity to Licensor. Licensee hereby agrees to indemnify, defend, and hold Licensor harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorney's fees, incurred by Licensor, including, without any limitation, claims against Licensor by any other licensee or sublicensee in the Permit Property or by any other person rightfully in said Permit Property for any purpose whatsoever, where the injuries are caused by (a) the actions or omissions of Licensee, Licensee's agents, servants, contractors, or employees, or of any other person entering into the Roof Space under express or implied invitation of Licensee; or (b) where such injuries are the result of the violation of the provisions of this Agreement by any of such persons; or (c) where such damages are caused by the interference of the Equipment; or (d) to the extent arising out of Licensee's use of the Roof Space or the Equipment. However, Licensee shall not be required to indemnify Licensor to the extent such damages are caused by the negligence or willful misconduct of Licensor. Licensee's indemnity obligations set forth in this Agreement survive termination of this Agreement or applicable Site Agreement for any reason.

11. Surrender and Notice. Licensee shall, upon termination of the Site Agreement in accordance with Section 12, or within sixty (60) days after any earlier termination of the Site Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Roof Space to its original condition, reasonable wear and tear and casualty damage excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the term of the Site Agreement, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Roof Space after termination of this Agreement, Licensee shall pay Compensation for such period at the then existing monthly rate or on the existing monthly pro-rata basis.

12. Term of Site Agreement. The term for each Site Agreement, shall commence on date set



forth in each Site Agreement (“**Commencement Date**”), and shall terminate on the date set forth in each Site Agreement (“**Site Agreement Term**”) unless such Site Agreement is terminated pursuant to the terms of this Agreement or the Site Agreement. Each Site Agreement Term shall be extended for additional one (1) year unless Licensee notifies Licensor of its election not to extend the Site Agreement at least thirty (30) days prior to the end of the current Site Agreement Term; provided however, in no event shall the total Site Agreement Term for any Site Agreement exceed ten (10) years. Licensor may terminate any Site Agreement at any time and for any reason (including but not limited to Licensor’s selling of a Permit Property) upon six (6) months’ notice to Licensee. Licensee may terminate any Site Agreement at any time upon thirty (30) days’ notice to Licensor and payment of a one-time termination fee equivalent to three (3) months of Compensation of such Site Agreement. The Term of this Agreement shall expire in accordance with Section 4 or six (6) months following the expiration or termination of all Site Agreements; provided however, if a new Site Agreement is entered into during such 6-month period, then this Agreement shall continue thereafter until again six (6) months following the expiration or earlier termination of all Site Agreements.

13. Holdover. If, after the expiration of the Site Agreement Term, Licensee shall continue to use the Roof Space with Licensor’s consent but without any express written agreement as to such holding over, then such holding over shall be deemed to be and taken to be a revocable license, revocable at any time upon ten days prior notice of either party, subject to all of the terms and conditions hereof to be observed and performed.

14. Default.

a. The following events are hereinafter referred to as “Defaults” or “Events of Default” herein:

i. Licensee shall fail to correct and eliminate interference caused by the Equipment as provided in paragraph 4 herein; or

ii. Either Party hereto shall fail to perform any of the other agreements, terms covenants or conditions hereof on its part to be performed, and such nonperformance shall continue (without commencement of performance) for a period of thirty (30) days after written notice thereof from non-defaulting Party given in the manner required under the terms of this Agreement. In the event of any such Default, non-defaulting Party shall have the right, at its option, to terminate this Agreement, in which event Licensee’s right to use the Roof Space and rights hereunder shall thereupon be terminated, as if the Agreement had expired at the end of the Term hereof, except as to defaulting Party’s liability as herein provided, and Licensee shall surrender the Roof Space and remove all of its Equipment in accordance with

paragraph 9 above.

b. Each Party's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to suits for injunctive relief and specific performance. All such rights and remedies shall be considered cumulative and nonexclusive.

15. Quiet Enjoyment. Licensor agrees that Licensee, on paying Compensation and performing its agreements herein, shall peaceably and quietly have, hold and enjoy the Roof Space and that if any future communications equipment on the Permit Property is of a type or frequency causes interference with Licensee's Equipment, Licensor shall assist in resolving such disputes as set forth in Section 7(e).

16. Notices and Payment Information. All notices and other communications required or permitted under this Agreement or a Site Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, certified, return receipt requested, hand delivery (including by means of a professional messenger service) or via electronic communication addressed as follows:

If to Licensor:

Name: Oakland Unified School District  
Address: 1000 Broadway, Suite 300  
Address: Oakland CA 94607  
Attn: Susan Beltz - Technology Services  
Email: susan.beltz@ousd.org

For purposes of contacting Licensor with any maintenance, repair and service issues, Licensee may contact the following persons:

Site Contact: Name: Colleen Calvano  
Email: colleen.calvano@ousd.org  
Phone: 510-879-2202

For purposes of payment, Licensee may contact the following persons:

Finance Contact:

Name: Susan Beltz  
Official Name of Business Entity: Oakland Unified School District  
Phone Number: 510-879-8873  
Address: 1000 Broadway, Suite 300, Oakland CA 94607  
Email: susan.beltz@ousd.org

If to Licensee:

Common Networks, Inc.

1390 Market Street

Suite #1202

San Francisco, CA 94102

Attn: Ryan Bobik

Email: [coverage@common.net](mailto:coverage@common.net)

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

17. Disputes.

a. Any claim, controversy or dispute, whether sounding in contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the parties to this Agreement or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration as prescribed in this section, except those disputes the resolution of which is described elsewhere in this Agreement. The Federal Arbitration Act, 9 U.S.C. sections 1-15, not state law, shall govern the arbitrability of all claims.

b. The arbitration shall be conducted under the then current rules of the American Arbitration Association (the "AAA"). There shall be no discovery other than the exchange of information that is provided to the arbitrator or arbitrators by the parties. The arbitrator or arbitrators shall have authority only to award compensatory damages and shall not have authority to award punitive damages or other non-compensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the arbitrator or arbitrators. The decision and award of the arbitrator or arbitrators shall be final and binding, and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

c. If any party files a judicial or administrative action asserting claims subject to arbitration as prescribed herein, and another party successfully stays such action or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

18. Condemnation. In the event of any condemnation of all or any portion of a Permit Property,

the applicable Site Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Roof Space or Permit Property, Licensee, in Licensee's sole discretion, is unable to use the Roof Space or if such condemnation may reasonably be expected to disrupt Licensee's operations at the Roof Space for more than forty-five (45) days, Licensee may, upon fifteen (15) days written notice terminate this Agreement as of the date the condemning authority takes such possession. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Roof Space for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of any interest in use of the property). Any such notice of termination shall cause the applicable Site Agreement to expire as though the date set forth in such notice were the date originally set as the expiration date of the Site Agreement. If Licensee does not terminate the Site Agreement in accordance with the foregoing, the Site Agreement shall remain in full force and effect as to the portion of the Roof Space remaining, except that the Compensation shall be reduced proportionately to the Roof Space taken. In the event that the Site Agreement is not terminated by such condemnation, Licensor shall promptly repair any damage to the Roof Space.

19. Casualty. In the event of damage by fire or other casualty to the Permit Property or Roof Space that may reasonably be expected to disrupt Licensee's operations at the Roof Space for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Roof Space, terminate the applicable Site Agreement upon fifteen (15) days prior written notice to Licensor. Any such notice of termination shall cause the Site Agreement to expire as though the date set forth in such notice were the date originally set as the expiration date of the Site Agreement. Notwithstanding the foregoing, the Compensation shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Roof Space is impaired.

20. General.

a. This Agreement and any Site Agreements constitute the entire agreement of the parties hereto with respect to the Roof Space and shall supersede all prior offers, negotiations, and agreements.

b. Licensee acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties by Licensor, its agents or employees, except such as are expressed herein, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

c. Licensee agrees to comply with all reasonable rules and regulations applicable to Licensees in the Permit Property as are consistent with the use provided herein upon written notice to Licensee from Licensor thereof.

d. This Agreement shall not be recorded.

e. Whenever Licensor or Licensee's consent or approval is required pursuant to the terms of this Agreement, it is understood and agreed that such approval shall not be unreasonably withheld or delayed.

f. This Agreement will be governed, interpreted, construed and regulated by the laws of the State of California.

g. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

***[Signature Pages Follows]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written below.

**“LICENSOR”**

**OAKLAND UNIFIED SCHOOL DISTRICT**



6/25/2020

Kyla Johnson Trammell  
Secretary, Board of Education

By: 

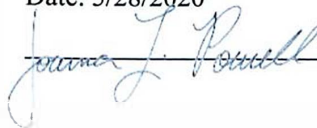
6/25/2020

Name: Jody London

Title: President, Board of Education

Approved as to form by OUSD Staff Attorney  
Joanna Powell.

Date: 5/28/2020



**“LICENSEE”**

**COMMON NETWORKS, INC.**

By: 

Name: Grace Chen

Title: Chief Executive Officer & Cofounder

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written below.

**“LICENSOR”**

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Susan Beltz

Title: Chief Technology Officer

Approved as to form by OUSD Staff Attorney

Joanna Powell.

Date: 5/28/2020

 \_\_\_\_\_

**“LICENSEE”**

**COMMON NETWORKS, INC.**

By: \_\_\_\_\_

Name: Grace Chen

Title: Chief Executive Officer & Cofounder