

## **FIBER OPTIC SUBLEASE AGREEMENT**

This Fiber Optic Sublease Agreement ("Agreement") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between Kenect, Inc., a Kentucky corporation ("Kenect") and Conexon Connect, LLC, a Delaware limited liability company ("Conexon Connect") and together with Kenect, the "Parties," and each a "Party").

Kenect's parent company, Kenergy Corp., has engaged Conexon, LLC to design and build a fiber optic network (the "Network") within the territory substantially as described on **Exhibit A** (the "Territory"), which Network shall be owned in its entirety by Kenergy Corp. and leased by Kenergy Corp. to Kenect.

Conexon Connect provides broadband and other services over fiber optic networks (the "Broadband Services") and is now, or shall be prior to operating any Broadband Services in the Territory utilizing the Network, duly authorized, licensed or otherwise qualified to provide the Broadband Services in the Territory utilizing the Network as required by applicable law.

The Parties desire that Kenect sublease the Network, exclusive of the capacity used by Kenergy Corp. in connection with the operation of electrical transmission or distribution systems ("Subleased Facilities") to Conexon Connect pursuant to the terms and conditions of this Agreement.

NOW, therefore, in consideration of the foregoing, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant**. Subject to the provisions of this Agreement, Kenect subleases to Conexon Connect, and Conexon Connect accepts from Kenect, the \_\_\_\_\_ the Subleased Facilities, including the fiber strands and electronics contained therein.

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2. **Term.** The term of this Agreement, unless earlier terminated as provided herein, shall be for a period of [REDACTED] years commencing as of the Effective Date<sup>2</sup> (the “Initial Term”) and shall be automatically renewed at the end of the Initial Term (or any Renewal Term) for an additional term of two (2) years (each, a “Renewal Term” and together with the Initial Term, the “Term”) unless either Party shall provide notice, at ninety (90) days prior to the expiration of the Term, to the other Party of its intention not to renew this Agreement.

3. **Termination.** Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”) if the Defaulting Party (each, if not cured within any applicable cure period, an “Event of Default”):

3.1. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

3.2. Becomes insolvent or admits its inability to pay its debts generally as they become due.

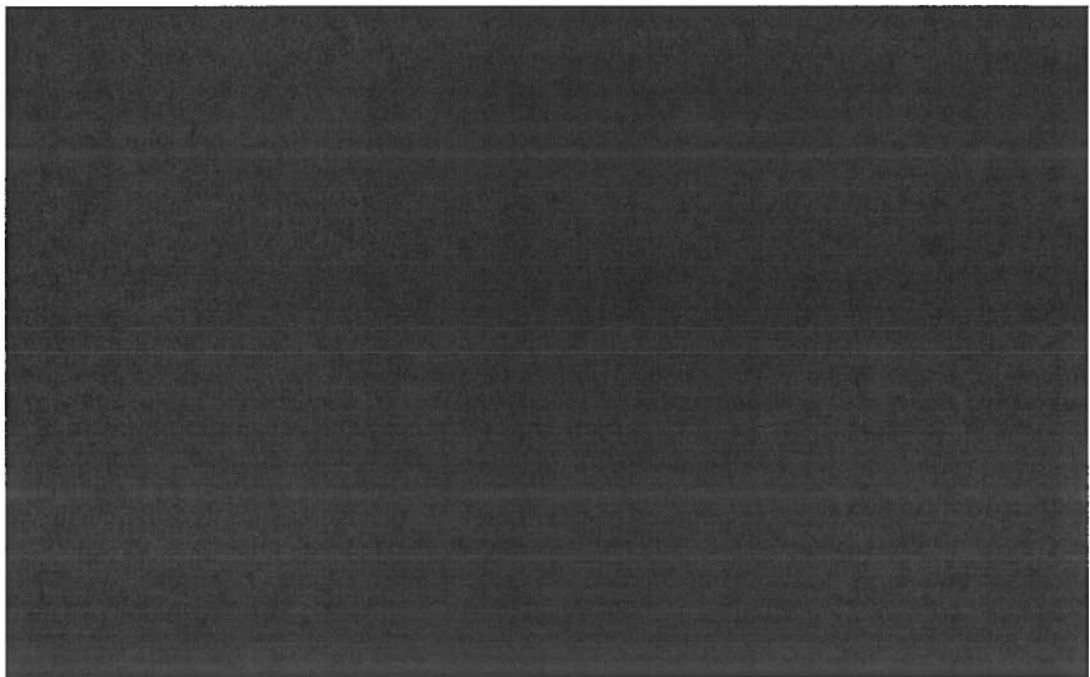
3.3. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 45 days after filing.

3.4. Is dissolved or liquidated or takes any corporate action for such purpose.

3.5. Makes a general assignment for the benefit of creditors.

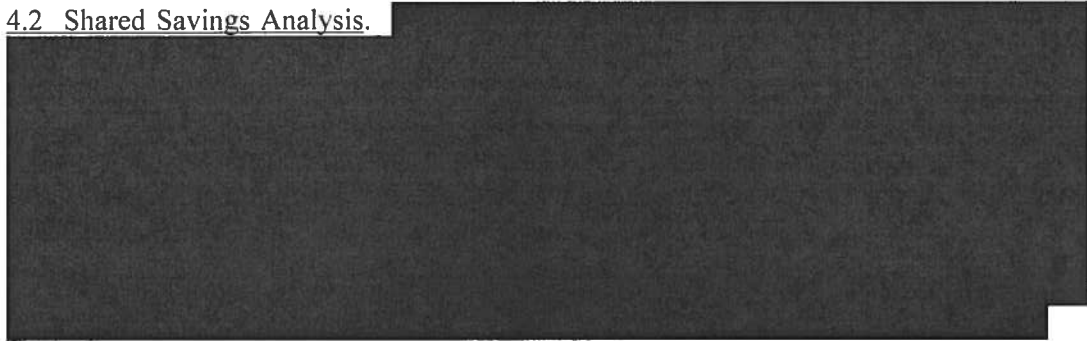
3.6. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**4. Lease Payments.**

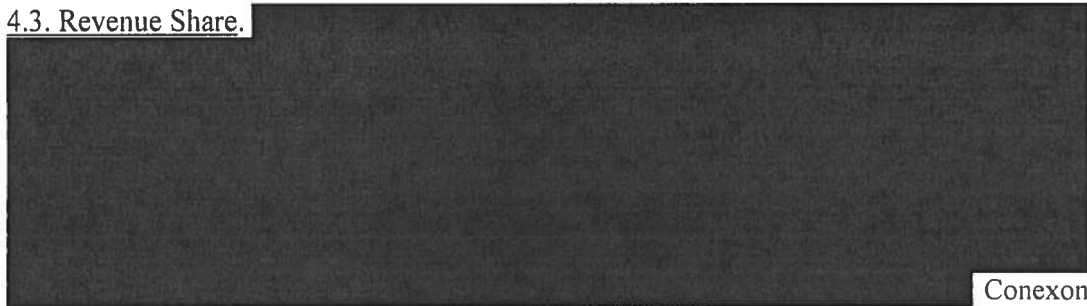




**4.2 Shared Savings Analysis.**



**4.3. Revenue Share.**



Conexon Connect shall pay Kenergy the Revenue Share monthly, on or before the thirtieth (30<sup>th</sup>) day following the end of the previous calendar month.

**5. Access Points/Housing Equipment.**

5.1. Kenect shall provide Conexon Connect access to the Network as reasonably necessary to perform its obligations under this Agreement. Without limitation of the foregoing, Conexon Connect personnel or contractors shall have reasonable direct ingress and egress, on a 24 hour per day, 365 days per year basis upon 30 minutes' notice, to property leased or controlled by Kenect that houses any part of the Network or Conexon Connect equipment connected to the Network (including in huts).

5.2. Kenect shall allow Conexon Connect to house its equipment to operate the Network in Kenect leased or controlled locations and facilities, and, to the extent not currently existing, shall construct or caused to be constructed (which construction will be managed by Conexon) equipment huts at or near each power substation, as mutually agreed upon by the Parties, necessary for the housing of Conexon Connect equipment. Conexon Connect understands and acknowledges that not all of said substations can accommodate equipment huts.

5.3 The “Demarcation Point” means the point where facilities owned or controlled by Kenect and/or Kenergy Corp. cease (referred to as the Kenect side of the Demarcation Point), and where the Conexon Connect ownership of facilities begin (referred to as the Conexon Connect side of the Demarcation Point). The Parties will work to establish appropriate and efficient Demarcation Points throughout the Network. Except as set forth in Section 6.2, Conexon Connect shall be responsible for all cabling and procurement, installation, and configuration of equipment on the Conexon Connect side of the Demarcation Point and the obligation to maintain any equipment or facilities on the Conexon Connect side of the Demarcation Point.

5.4 Kenect hereby represents and warrants that it maintains sufficient control and management over the Network and property that houses any part of the Network, and that it possesses sufficient authority, to grant to Conexon Connect the access rights set forth in this Section 5, and that Conexon Connect’s rights under this Section 5 shall not be disturbed during the Term.

## **6. Information.**

Conexon Connect shall provide monthly reports to Kenect concerning (a) active subscriber counts for all services delivered over the Subleased Facilities; and (b) gross revenue from all services delivered over the Subleased Facilities.

**7. Network Maintenance and Repair.** Conexon Connect shall be responsible for maintaining and repairing the Network, including, without limitation, the Subleased Facilities. Conexon Connect will perform or cause to be performed all necessary maintenance and repairs in a timely and diligent fashion, consistent, however, with the safety of the general public and the safety of the workers effecting such repairs.

7.1. Conexon Connect shall monitor the Network for continuity per generally accepted industry standards.

7.2. Conexon Connect shall maintain the Network in good operating condition and in accordance with the specifications set forth on Exhibit A throughout the Term of this Agreement

7.3. Kenect is not responsible for performing any work or providing any other service for the Network than any specifically set forth in this Agreement and its Exhibits.

**8. Alterations.** Conexon Connect may, at its own cost and expense, install its own equipment or devices on the Subleased Facilities from time to time as it may find necessary or convenient for its purposes. Conexon Connect shall pay the cost of any additions and improvements made to the Subleased Facilities and shall keep the Network free and clear of liens of any kind. No such additions shall impair the operational integrity of the Network. All equipment or other devices installed by Conexon Connect may be removed by Conexon Connect, at its own cost and expense, at any time prior to expiration of ninety (90) days following the expiration or termination of this Agreement; provided, however, that if any damage to the Network results from removal, Conexon Connect shall repair such damage promptly at its own cost and expense and shall indemnify and hold harmless Kenect and its parent company, Kenergy Corp., from any costs, damages or liability resulting from any such damage or from Conexon Connect’s removal of its equipment. Any equipment or devices installed on the Subleased Facilities by Conexon Connect and not removed within ninety (90) days following the expiration or termination of this Agreement shall become the property of, and title to the same shall automatically pass to, Kenergy Corp. as the owner of the Network.

## **9. Indemnity.**

9.1. Conexon Connect shall indemnify, defend, and hold harmless Kenect and its parent company, Kenergy Corp., and their Representatives from and against all loss, damage, claims, actions, causes of action, strict liability claims, fines, penalties, administrative law actions, or any other cost or expense, including court costs, litigation expenses, and attorneys’ fees, resulting from (i) claims related to services

provided (or a lack of service) to a third party by Conexon Connect through use of the Network; (ii) third-party claims for personal injury or property damage except to the extent caused by Kenect, Kenergy Corp. or their Representatives; (iii) any liens on the property of Kenergy Corp. resulting from any act by Conexon Connect or its Representatives, including mechanics' and materialmen's liens; and (iv) any damage to the property of Kenect or Kenergy Corp. to the extent caused by Conexon Connect or its Representatives.

9.2. Kenect shall indemnify, defend, and hold harmless Conexon Connect and its Representatives from and against all loss, damage, claims, actions, causes of action, strict liability claims, fines, penalties, administrative law actions, or any other cost or expense, including court costs, litigation expenses, and attorneys' fees, resulting from (i) third-party claims for personal injury or property damage to the extent caused by Kenect or its Representatives; (ii) any liens on the property of Conexon Connect resulting from any act by Kenect or its Representatives, including mechanics' and materialmen's liens; and (iii) any damage to the property of Conexon Connect to the extent caused by Kenect or its Representatives.

9.3. The Parties' obligations under this Section 9 shall survive the termination or expiration of this Agreement.

## **10. Insurance.**

10.1. Conexon Connect's Insurance. During the Term, Conexon Connect shall maintain the following insurance policies: (a) commercial general liability insurance (including property damage, bodily injury and personal injury coverage) with a combined single limit of not less than \$2,000,000 per occurrence insuring Conexon Connect (and naming Kenect and Kenergy Corp. as additional insureds), against all liability for injury to or death of a person or persons or damage to property arising from the use of the Network, (b) property insurance with Causes of Loss - Special Form or equivalent "all risk" coverage covering the full value of the Network, naming Kenect and Kenergy Corp. (and their Secured Lenders, if applicable) as an additional loss payee, and (c) worker's compensation insurance in the amount required by applicable law. Conexon Connect's insurance shall be primary and non-contributory when any policy issued to Kenect or Kenergy Corp. provides duplicate or similar coverage, and in such circumstance Kenect's or Kenergy Corp.'s policy, as applicable, will be excess over Conexon Connect's policy. Conexon Connect shall furnish to Kenect certificates of such insurance and such other evidence satisfactory to Kenect of the maintenance of all insurance coverages required hereunder.

10.2. Kenect's Insurance. During the Term, Kenect shall maintain, at a minimum, commercial general liability insurance in an amount of not less than \$2,000,000 per occurrence, insuring Kenect (and naming Conexon Connect as an additional insured). Kenect may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary.

10.3. No Subrogation; Waiver of Property Claims. Kenect and Conexon Connect each waives any claim it might have against the other for any damage to or destruction, loss, or loss of use of any property (each a "Loss"), to the extent the same is insured against under any insurance policy of the types described in this Section 10 that covers the Network, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such Loss. Each Party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other Party.

**11. Taxes.** Conexon Connect shall pay, and indemnify and hold Kenect and Kenergy Corp. harmless from, all assessments, license fees, and sales, use, property, excise, and other taxes and charges (other than federal income taxes imposed on or measured by net income (however denominated)) imposed on or with respect to (a) the Subleased Facilities or any part thereof arising out of or in connection with the ownership, use, or operation of the Subleased Facilities, or (b) this Agreement or the consummation of the transactions contemplated herein.

**12. Damage, Destruction, and Condemnation.**

**12.1. Damage or Destruction.**

[REDACTED]

[REDACTED]

(c) All such replacements, repairs, or restoration of the Network made pursuant to this Section shall automatically become a part of the Network.

**12.2. Condemnation.**

(a) In the event all or any part of the title to, or the use of, the Network shall be taken by condemnation during the Term, Kenect, in consultation with Kenergy Corp., may, if it desires, (i) restore all or part of the Network (excluding any parts taken by condemnation) to such condition, value, and utility to allow the Network to operate as it was designed to operate prior to such condemnation, with such changes, alterations, and modifications (including the substitution and addition of other property) as determined by Kenect, or (B) acquire, by construction or otherwise, equipment ("Substitute Equipment"), of such nature and value to allow the Network to operate as it was designed to operate prior to such condemnation, with such changes, alterations, and modifications as determined by Kenect, all costs of Kenect and/or Kenergy Corp. in restoring the Network or acquiring Substitute Equipment (which shall not include any costs relating to the Supporting Structures) that are not reimbursed (whether through insurance, governmental reimbursements, or otherwise) shall be included in the Base Lease Fee as costs of construction or maintenance.

(b) If Kenect does not restore any portion of the Network to such condition and utility, or acquire Substitute Equipment, to allow the Network to operate as it was designed to operate prior to such damage or destruction, the miles of the Network that are not restored shall be removed from the calculation of the Base Lease Fee.

(c) The restored portions of the Network, or the Substitute Equipment, as described in this Section shall automatically become part of the Network.

13. Conexon Connect Covenants. Except as expressly authorized by applicable laws or this Agreement, in the exercise and performance of its rights and obligations under this Agreement, Conexon Connect agrees to the following:

- (a) Conexon Connect shall comply with applicable federal, state and local laws in the exercise and performance of its rights and obligations under this Agreement. Conexon Connect shall comply with any permit issued to Conexon Connect in connection with the location of Conexon Connect's infrastructure within the public right-of-way.
- (b) Conexon Connect shall not interfere in any manner with the existence and operation of any and all public rights-of-way, easements, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, and other communications, utility, and municipal property without the express written approval of the owner or owners of the affected property or properties. Conexon Connect shall not do or permit anything to be done by anyone under its direct control or doing work on its behalf, other than Kenect, its employees, contractors, and agents, within public rights-of-way or easements or permit anyone under its direct control or doing work on its behalf, other than Kenect, its employees, contractors, and agents, to do anything that which may in any way obstruct or interfere with the rights of any person located within the public rights-of-way or easements, or injure them, or use or allow the public rights-of-way or easements to be used by under its direct control or doing work on its behalf for any improper or unlawful purpose. Notwithstanding the foregoing, this shall not be construed to prohibit Conexon Connect from otherwise exercising its rights and carrying out its obligations under this Agreement, provided however that this sentence is not intended nor, shall it be construed to increase Conexon Connect's rights under this Agreement.
- (c) Conexon Connect shall not, in connection with this Agreement, commit, cause, maintain or permit nor suffer, or allow to be committed, caused, maintained or permitted by anyone under its direct control or doing work on its behalf, other than Kenect, its employees, contractors, and agents, any waste, abuse or destructive use within the public rights-of-way or easements, nor any public or private nuisance, nor any other act or thing which may disturb the quiet enjoyment of any other person lawfully using the public rights-of-way or easements.
- (d) Conexon Connect shall not use or store Hazardous Materials of any kind on or near the property which could contaminate the property, without prior written permission from Kenect. In the event that any Hazardous Material is spilled or leaked or otherwise released on the property or any area in the vicinity of the property as a result of Conexon Connect's exercise of this Agreement, Conexon Connect shall promptly take all steps necessary to remove any contamination resulting from such activities. Conexon Connect accepts full responsibility for all activities and costs incurred related to cleaning up the property from the effects of such spill or leak. Conexon Connect shall be responsible for meeting, and possess the means to satisfy, the requirements of all federal, state and local controlling agencies, such as the Environmental Protection Agency, which may have jurisdiction over the region in which the property is located or over the substance being used by Conexon Connect on the property.
- (e) Hazardous Materials Defined. The term "Hazardous Material(s)" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in any applicable federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and

wastes which are, or in the future become regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision.

- (f) **Hazardous Materials Indemnity.** Conexon Connect shall indemnify, protect and hold Kenect and its parent company, Kenergy Corp., harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and/or expenses (including, without limitation, diminution in value of the property, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the property, damages arising from any adverse impact or marketing of the property and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person or damage to any property whatsoever (including, without limitation, groundwater, sewer systems and atmosphere), arising from, or caused or resulting, either prior to or during the Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under or about the property by Conexon Connect, Conexon Connect's agents, employees, licensees or invitees or at Conexon Connect's direction of Hazardous Material, or by Conexon Connect's failure to comply with any Hazardous Materials applicable law, whether knowingly or by strict liability.

**14. Non-Disturbance and Attornment Agreement.** Kenect, at its sole cost, will deliver to Conexon Connect, within thirty (30) days after the Effective Date, a non-disturbance and attornment agreement from any secured lender or other holder of a security interest in all or any part of the Network (each, a "Secured Lender") in the form attached hereto as **Exhibit C**. Kenect shall obtain, at or prior to the granting of a security interest in all or part of the Network, a non-disturbance and attornment agreement from any future Secured Lender, in the form attached hereto as **Exhibit C** or other form reasonably acceptable to Conexon Connect.

**15. Duty to Warn and Electric Space Matters.** Conexon Connect acknowledges the existence of energized electric transmission and distribution lines in close proximity to the Network, including, without limitation, the Subleased Facilities. Conexon Connect covenants and agrees to provide an affirmative warning to each of its officers, employees, agents, consultants, engineers, contractors, or others acting on its or their behalf of the specific dangers that could result from direct or near contact with the energized electric transmission or distribution line conductors. Conexon Connect shall comply with applicable federal, state and local laws and regulations in the exercise and performance of its rights and obligations under this Agreement and in the performance of any maintenance and repair obligations. Conexon Connect shall indemnify, defend, and hold harmless Kenect and its parent company, Kenergy Corp., and their Representatives from and against all loss, damage, claims, actions, causes of action, strict liability claims, fines, penalties, administrative law actions, or any other cost or expense, including court costs, litigation expenses, and attorneys' fees, resulting from claims related to work in proximity to the energized electric transmission and distribution lines.

**16. Notices.** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt if given by electronic mail to the e-mail addresses set forth below, provided that a Party sending notice by electronic delivery shall bear the burden of authentication and of proving transmittal, receipt and time of receipt; (c) on the third day after mailing if mailed by first-class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section 16; or (d) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section:

to Conexon Connect at:



[•]

to Kenect at:

[•]

Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

**17. Force Majeure.** Neither Party shall be liable to the other Party, and each Party's performance under this Agreement shall be excused, if and to the extent that any failure or delay in such Party's performance of one or more of its obligations under this Agreement (other than the obligation to pay amounts due under this Agreement) is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; lack of or delay in transportation; change in applicable law; war or civil disorder regulatory order; or any other cause beyond the reasonable control of such Party. The Party claiming relief under this section shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the Party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay.

**18. Limitation of Damages and Attorney's Fees.**

18.1. Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential costs, liabilities or damages, including but not limited to lost profits or service interruptions, whether foreseeable or not, arising out of, or in connection with, such Party's performance of its obligations under this Agreement, even if advised of the possibility of such damages.

18.2. In the event either Party initiates a legal or equitable proceeding arising out of any dispute concerning this Agreement, an alleged breach of this Agreement, or otherwise relating to the Parties' relationship pursuant to this Agreement, the prevailing Party in any such litigation shall be entitled to reimbursement of such Party's reasonable costs and expenses incurred in connection therewith, including such Party's reasonable attorney's fees.

**19. Confidentiality.**

19.1. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products and services, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

19.2. Confidential Information shall not include information that at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 19 by the Receiving Party or any of its affiliates, employees, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors, and permitted assigns (collectively "Representatives"); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives before being disclosed by or on behalf of the Disclosing Party; or (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information.

19.3. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any Person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. Conexon Connect recognizes that Kenect and/or its parent company, Kenergy Corp., are regulated utilities and Kenect and Connexon Connect will jointly seek confidential protection of filings with Kenect's and/or Kenergy Corp.'s regulators in an effort to maintain confidential protection of information.

19.4. The Receiving Party shall be responsible for any breach of this Section 18 caused by any of its Representatives. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section 18 and to secure its enforcement.

## **20. General.**

**20.1. BEYOND THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, KENECT AND CONEXON CONNECT EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY. THE WARRANTIES SET FORTH HEREIN CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

20.2. This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

20.3. Neither Party may, without the other Party's consent (which consent may not be unreasonably withheld, conditioned or delayed), assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other Party, in whole or in part; provided, however, that Kenect may assign this Agreement or its rights and obligations hereunder to its parent company, Kenergy Corp., without the consent of Conexon Connect.

20.4 The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

20.5. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Kentucky, without reference to its choice of law principles. The venue of any suit filed by either Party shall be vested exclusively in the state courts Kentucky in the county of Henderson.

20.6. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules referred to herein are integral parts hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing.

20.7. The relationship between the Parties shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

20.8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. Facsimile or electronic transmission of a counterpart hereto shall constitute an original hereof.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in duplicate originals by their duly authorized representative, as of the day and year first written above.

**Conexon Connect, LLC**

**Kenect, Inc.**

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

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

Name:

Name:

Title:

Title: