

THIS MAINTENANCE SERVICES MASTER AGREEMENT is made as of the date last written below between Crown Castle USA Inc. (“Crown Castle”), and the undersigned entity named as Contractor (“Contractor”).

Crown Castle desires to engage Contractor to perform certain maintenance services for Crown Castle and Contractor desires to perform such services as Crown Castle may from time to time require. The specific services which Contractor may be engaged to provide, if any, may be described in one or more Project Appendices or Purchase Orders (as defined below), executed and delivered by the parties. Contractor may perform such services directly for Crown Castle or as a subcontractor of Crown Castle for the ultimate benefit of a third party. The parties desire to embody in one master agreement the basic terms and conditions under which Crown Castle will engage Contractor and Contractor will provide services to Crown Castle.

APPROVED FOR ELEVATED WORK

NON-ELEVATED WORK ONLY

Contractor may perform Elevated Work, as defined herein, only if indicated in the checkbox above. Moreover, Contractor understands and acknowledges that it is not entitled to any reimbursement from Crown Castle for performance of unauthorized work, and Contractor shall indemnify and hold Crown Castle harmless for any and all claims arising from its performance of unauthorized work.

1. DEFINITIONS

As used in this Agreement, the following capitalized terms have the respective meanings ascribed to them below:

“**Affiliate**” means Crown Castle’s parent, subsidiaries, direct and indirect affiliates or any joint venture in which it participates, and shall be collectively referred to as the “Affiliates”.

“**Agreement**” means this Maintenance Services Master Agreement, together with the following Exhibits attached hereto and incorporated by reference herein:

Exhibit A – Contractor Invoicing Requirements

Exhibit B – Insurance Requirements

“**Confidential Information**” means information, including, but not limited to, information regarding: (i) Crown Castle assets, liabilities, operations, financial conditions, employees, plans, prospects, management, investors, products, strategies and techniques; (ii) the technical characteristics or operations of Crown Castle products; (iii) Crown Castle products system designs, system planning or technical data; (iv) Crown Castle CCISites, JDE, and OTG information, systems and databases; (v) the identity and confidential information of Crown Castle suppliers, landlords, and customers including the nature and extent of Crown Castle’s business relationships with such parties; and (vi) trade secrets.

“**Contract Documents**” means this Agreement, together with any Project Appendices, attachments, drawings, specifications, instructions, Purchase Orders or other documents issued by Crown Castle or incorporated by reference in connection with a Project.

“**Change**” means any addition or alternative to, or deductions or deviations from, or substitution in the Work to be performed pursuant to this Agreement and the Contract Documents.

“**Change Order**” means a written directive issued by Crown Castle pursuant to which Contractor shall implement a Change, as provided in **Section 6.** of this Agreement.

“Elevated Work” means any work over six feet (6’) above ground level, including but not limited to any means of elevating personnel above the ground, any tower climbing, tower antenna or equipment installation, or maintenance activities on towers, rooftops, or other structures.

“Final Completion” of a particular Project shall be deemed to have occurred when Contractor has performed all of the Work required by the applicable Contract Documents and Contractor shall have delivered all required documentation, including all elements of any required closeout package. Final Completion shall occur and be determined on a site by site basis.

“Lower Tier Contractor” means any service provider, person, company, materialmen, or entity with which Contractor shall have entered into an agreement to provide services in connection with any repairs to a Crown Castle tower site, and their respective subcontractors.

“Project” means repair or remediation type Work to be performed by Contractor on a site or group of sites, or some other form of Work awarded by Crown Castle to Contractor, which may be further described in a Project Appendix and as may be further described in one or more Purchase Orders.

“Project Appendix” means a supplement to this Agreement, which describes, including, but not limited to, the specific Work on a Project, which may be performed by Contractor, as more fully described in **Section 2.** of this Agreement.

“Project Manager” means any Crown Castle person responsible for awarding Work and/or overseeing such Work, to Contractor.

“Purchase Order” means a written instrument issued by Crown Castle pursuant to this Agreement that authorizes Contractor to proceed with Work on a specific site or group of sites.

“Work” means the tasks, collectively, which Contractor is engaged by Crown Castle or its customers or landlords to perform, pursuant to and as described in the Contract Documents.

2. PROJECTS AND WORK

- A.** This Agreement is entered into with no guaranteed quantity or value of Work to be awarded to Contractor. Crown Castle shall have no obligation to Contractor, and Contractor shall have no obligation to Crown Castle, unless and until a Purchase Order is issued by Crown Castle to Contractor. A Purchase Order may set forth more specific terms and conditions, in addition to those set forth in this Agreement, including the scope of work, materials and services required, schedule, payment schedule, and any other obligations from Crown Castle’s contract with its customer which must be assumed or adopted by Contractor with respect to a particular Project. In the event that Contractor should commence Work before its receipt of a Purchase Order and written notice to proceed issued by Crown Castle and accepted by Contractor (“NTP”), Crown Castle shall have no obligation to pay for such Work.
- B.** From time to time after the parties have executed and delivered this Agreement, the parties may agree upon, execute and deliver one or more Project Appendices. A Project Appendix shall set forth in detail specific Projects which may be undertaken by Contractor, including the scope of work, the materials and services required, schedule, pricing, and further obligations related to Crown Castle’s agreement with a customer with respect to a particular Project. Each such Project Appendix shall be governed by the terms and conditions of this Agreement. The execution and delivery by the parties of a Project Appendix is no guarantee of Work to be awarded to Contractor, nor shall a Project Appendix be deemed to be an authorization for Contractor to commence any Work.
- C.** This Agreement is not exclusive and Crown Castle may, in its sole discretion, choose to obtain from other contractors or itself perform the same or similar services as those provided by Contractor.
- D.** In the event of a conflict between the terms of this Agreement and a Project Appendix, the terms of the Project Appendix shall control.

- E. Affiliates shall be permitted to issue Purchase Orders hereunder, in which event the Affiliate issuing the Purchase Order shall be bound by the terms and conditions of this Agreement as “Purchaser” as if a signatory thereto for the Project described in the Purchase Order. In such event, the Affiliate issuing the Purchase Order shall be solely responsible for all rights and obligations arising hereunder and thereunder and Crown Castle shall have no liability whatsoever in connection therewith.
- F. Contractor and its Lower Tier Contractors shall perform Work for Crown Castle or on Crown Castle’s behalf under this Agreement, in compliance with the requirements and specifications of Crown Castle’s engineering or site standards “Engineering Standards” or its latest update, if any. The Engineering Standards are available at the following website, <http://sitedata.dmz.crowncastle.com/docs>, access directions below, which may be amended from time to time, hereby referenced and incorporated herein. During performance of the Work, at a minimum, Contractor shall access the website monthly to review any updates. Upon reasonable request, Crown Castle shall provide soft or hard copies of the Engineering Standards to Contractor. Contractor may, however, be held to more stringent Crown Castle customer standards in any applicable Project Appendix.

Step 1.0: Go to <http://sitedata.dmz.crowncastle.com/docs>

Step 2.0: Click “Continue to this website”

Step 3.0: Use the following login:

Step 3.1: Username = usproweb7\documents

Step 3.2: Password = passw.01

Step 4.0: Right click each document, and choose “save as”

Contractor shall cause its Lower Tier Contractors to be in compliance with the Engineering Standards. Contractor questions regarding the technical content of the Engineering Standards or its implementation may be emailed to the Crown Castle Engineering Department at engineering@crowncastle.com. Contractor access and download issues may be emailed to the Crown Castle IT Help Desk at Crown.HelpDesk@crowncastle.com.

3. PRICING, PAYMENT, AND LIENS

- A. The amount to be paid by Crown Castle to Contractor for performing the Work may be set forth in the applicable Project Appendix and shall be definitely set forth in or determined pursuant to the applicable Purchase Order. In the event Contractor is paid hourly, such hourly rate schedule shall be attached to the Project Appendix.
- B. Contractor shall submit invoices for completed Work based on the agreed upon fixed price(s) or rates set forth in the applicable Project Appendix. Such invoices shall include all information in accordance with **Exhibit A**.
- C. Contractor shall not, and Contractor shall cause its Lower Tier Contractors to not, make, file or maintain a mechanics lien, or other lien or claim of any kind or character whatsoever against any tower, building or other structure to which the Work relates, or any other property or property interest owned, held, occupied or otherwise possessed by Crown Castle or Crown Castle’s customer for or on account of any Work done or performance given under, arising out of, or in any manner connected with the Work, or any agreement supplemental thereto (such liens and claims hereinafter referred to as “Claims”). Contractor shall save and hold Crown Castle and Crown Castle’s customer harmless from and against any and all Claims that may be filed by Contractor’s Lower Tier Contractors, and Contractor shall, at its own expense, defend any and all actions based upon such Claims and shall pay all charges of attorneys, bonding, experts or Lower Tier Contractors and all costs and other expenses arising therefrom. If Contractor fails to conform to the foregoing obligations, Crown Castle shall have the right to retain counsel to represent or assist Crown Castle to extinguish all Claims, and to offset all such cost and expense against any future payments that may become due from Crown Castle to Contractor.

- D. If Crown Castle becomes aware that Contractor has failed to make payments to any of its Lower Tier Contractors, or in the event that a claim is made against Crown Castle, the landowner or Crown Castle's customer by a Lower Tier Contractor, Crown Castle shall have the right to: (i) retain, out of payments due or to become due to Contractor, reasonable amounts necessary to satisfy any such payments and any claim, bond or lien against Crown Castle, its customer or their property; (ii) issue checks jointly payable to Contractor and any such Lower Tier Contractor; or (iii) directly pay the Lower Tier Contractor by deducting the amount of such payment from any amount owed to Contractor.
- E. Payments otherwise due to Contractor may be withheld by Crown Castle on account of defective Work not remedied, claims filed, reasonable evidence indicating probable filing of claims, the failure of Contractor to perform any of its obligations, or to protect Crown Castle against liability arising out of Contractor's failure to pay or discharge taxes or other obligations. The withholding of payment by Crown Castle on any invoice with respect to any particular Project or Projects, or with respect to Work authorized by any particular Purchase Order or Orders, shall not affect the obligation of Contractor to continue to perform Work as required by the Contract Documents or pursuant to the particular Purchase Order, or pursuant to any other Purchase Orders issued to Contractor. Upon written notice to Contractor, Crown Castle may setoff against amounts owed to Contractor on any particular Purchase Order amounts claimed by Crown Castle from Contractor on any other Purchase Order.
- F. Contractor shall present invoices to Crown Castle within a reasonable period of time and Crown Castle shall make payment to Contractor within forty-five (45) days after the receipt of a properly prepared undisputed invoice. In the event of a disputed invoice, Crown Castle shall make payment of any portion of the invoice amount not in dispute, to Contractor. In no event shall Crown Castle be responsible to Contractor for interest or carrying charges on any invoice, and Contractor agrees that it shall not include any such amounts on any of its invoices to Crown Castle.
- G. Contractor shall submit its original invoices and any documentation required by this Agreement in accordance with the requirements of **Exhibit A**. Crown Castle may withhold fifteen (15) percent of each invoice until receipt of all deliverables required, if any, as directed by Crown Castle's project manager.

4. TIME AND PROGRESS OF WORK

Time is of the essence for all Work under this Agreement. Contractor agrees to abide by the schedule set forth in the in the Contract Documents and to commence Work on the date(s) stipulated in the applicable Purchase Order. Contractor shall carry the Work forward expeditiously according to the applicable Work schedule and with adequate forces to achieve completion of the Work by the date(s) stipulated.

5. SUBCONTRACTING

Contractor shall provide Crown Castle with a list of Lower Tier Contractors that Contractor expects to engage on any particular Project at time of Contractor's acceptance of NTP. All subcontracts shall require that the Lower Tier Contractor be bound by and subject to all applicable terms and conditions of this Agreement. Each subcontract or order shall contain a provision permitting assignment to Crown Castle, or its successors, and assigns, subsidiaries, joint ventures and affiliates. Crown Castle reserves the right to reject or require Contractor to terminate its relationship with any such Lower Tier Contractor in connection with any particular Project or Projects at any time. Crown Castle further reserves the right to require Contractor to terminate any Work then in progress by any Lower Tier Contractor if Crown Castle's customer so notifies Crown Castle. Contractor's engaging of any Lower Tier Contractor to perform any portion of the Work shall not relieve Contractor of its obligations to Crown Castle pursuant to the Contract Documents. Contractor shall be responsible for Work performed by its Lower Tier Contractors.

6. CHANGES

- A. Without invalidating this Agreement or any other Contract Document, at any time and from time to time during the progress of the Work, Crown Castle may, by issuing a Change Order, specify any change in all or any part of the Work.

- B. Upon issuance of a Change Order by Crown Castle, Contractor shall promptly proceed with the Work specified therein. Contractor shall perform such Work in accordance with the provisions of Contract Documents relating to the Work affected by such Change.

7. WARRANTY

- A. Contractor warrants to Crown Castle that all Work to be performed under the Contract Documents shall be performed in a first class, workmanlike manner in conformity with the highest standards applicable to such Work in the wireless communications contracting industry and shall comply fully in all respects with all requirements of the Contract Documents, including, without limitation, any specifications, drawings and samples included in the Contract Documents and any performance requirements specified therein. Contractor warrants to Crown Castle that material furnished pursuant to the Contract Documents will be new and merchantable and of first class quality. Contractor shall not substitute other equipment or materials for any equipment or materials specified in the Contract Documents without the prior written approval of Crown Castle. Contractor warrants to Crown Castle that the Work will be free from defects in design, material and workmanship and will be complete, undamaged and in proper operating condition.
- B. Contractor warrants to Crown Castle that Contractor is technically, financially and legally ready, willing and able to perform the Work and is familiar with and knowledgeable about applicable governmental requirements, industry standards and the operation of wireless telecommunications facilities to the extent necessary to carry out its duties in a professional, complete and competent manner. Contractor further warrants to Crown Castle that Contractor has the requisite personnel, competence, skill and physical resources to perform the Work and that it has and shall maintain the capability, experience, training, registrations, licenses, permits and governmental approvals required to perform the Work.
- C. Crown Castle shall have the right to reject defective materials or workmanship and to require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be immediately removed from the Work site, without charge to Crown Castle. If Contractor does not correct such defective workmanship within a reasonable time or remove rejected materials immediately, Crown Castle may correct such defective workmanship or remove such rejected materials and charge the expense to Contractor. Should Crown Castle, at any time before final acceptance of the entire Work, desire to make an examination of any items of Work already completed, Contractor shall, upon request, promptly furnish all necessary facilities, labor and materials therefor. If such items of Work are found to be defective in any material respect due to the fault of Contractor or its Lower Tier Contractors, Contractor shall pay for all of the expenses of such examination, any demolition and any satisfactory reconstruction.
- D. Neither the failure of Crown Castle to exercise the right of inspection, nor the failure to discover defective workmanship or material during such inspection, shall relieve Contractor of its obligation to provide material and workmanship strictly in accordance with the specifications.
- E. Contractor warrants to Crown Castle that the use of the Work, including any goods or products provided that have been incorporated into the Work, or any part thereof for the purposes for which such Work was designed, and the performance by Contractor under the Contract Documents, will not infringe on any United States patent or other intellectual property right.
- F. The above warranties shall continue for the longer of: (i) two (2) years after Final Completion; or (ii) such greater period as may be specified in the applicable Contract Documents; or (iii) two (2) years after Contractor cured any deficient Work that was discovered by Crown Castle during the requisite warranty period. If material furnished by Contractor pursuant to this Agreement is covered by a manufacturer's warranty, Contractor hereby assigns such warranty to Crown Castle and Crown Castle's customer. All warranties shall survive inspection, acceptance and payment and shall apply to repaired or replaced material and services, with the applicable warranty period commencing on the date of completion of such repair or replacement in such event.
- G. If, within two (2) years from Final Completion and, with respect to repairs of defective Work performed by Contractor within two (2) years from completion of said repairs (or within any longer warranty period prescribed by the applicable Contract Documents), any defect in materials or services provided by Contractor pursuant to this Agreement is discovered, then, upon receipt of

notice of such defect, Contractor shall cause such defect to be repaired or remedied at Contractor's sole cost and expense. Contractor shall commence or cause the commencement of repairs immediately upon receipt of notice from Crown Castle and thereafter diligently pursue same to completion. Crown Castle shall have the right without prejudice to any other rights or remedies available to it: (i) to make such repairs and offset the cost thereof against any amounts owed by Crown Castle to Contractor, or invoice Contractor therefor; or (ii) require Contractor to refund the price of the Work that is found to be defective.

8. INDEMNIFICATION

- A.** Contractor shall indemnify, defend and hold harmless Crown Castle and its Affiliates, Crown Castle's landlords, Crown Castle's customers, and their respective affiliates, customers, employees, officers, directors, agents, successors and assigns from and against any and all suits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees, investigation and remediation expenses) arising out of or resulting from: (i) injuries to or death of any persons (including employees of Contractor and any Lower Tier Contractor) or damage to property, including theft, in any way arising out of or caused by the Work performed or material provided by Contractor or any Lower Tier Contractor; (ii) any failure of Contractor to perform its obligations under the Contract Documents, or breach by Contractor of any representation, warranty, covenant or agreement contained in the Contract Documents; (iii) any release of hazardous substances, pollutants or contaminants caused or exacerbated by the acts or omissions of Contractor or any Lower Tier Contractor; (iv) any violation of any law or other governmental requirement by Contractor or any Lower Tier Contractor; and (v) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the products provided or the Work performed under the Contract Documents or their use. In no event shall Contractor's indemnity and hold harmless obligations, or portions or applications thereof, apply to any cost, claim, loss or liability caused by the willful misconduct or sole negligence of the party indemnified or held harmless. Furthermore, Contractor specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.
- B.** Crown Castle shall indemnify, defend and hold harmless Contractor and its affiliates, employees, officers, directors, agents, successors and assigns from and against any and all suits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees, investigation and remediation expenses) arising out of or resulting from: (i) any failure of Crown Castle to perform its obligations under the Contract Documents, or breach by Crown Castle of any representation, warranty, covenant or agreement contained in the Contract Documents, and (ii) any violation by Crown Castle, its employees or agents of any law or other governmental requirement regarding any land or tower, building or other structure to which the Work relates. In no event shall Crown Castle's indemnity and hold harmless obligations, or portions or applications thereof, apply to any cost, claim, loss or liability caused by the willful misconduct or sole negligence of the party indemnified or held harmless.

9. EXCUSABLE DELAYS

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such failure is caused by fire, flood, explosion, war, act of terrorism, strike, embargo, government requirement (except a government requirement which Contractor knows or should have known in the exercise of reasonable diligence), civil or military authority, act of God, power blackout, earthquake, volcanic action, public enemy or other similar causes beyond the reasonable control and ability to foresee and without the fault or negligence of the delayed or non-performing party. In the event of any such force majeure condition, the party delayed or unable to perform shall use its best efforts to minimize the delays and costs associated with the force majeure condition and shall immediately give notice to the other party, stating the nature of the force majeure condition and the action being taken to avoid or minimize its effect. In the event of any excusable delay, an extension of time shall be the only remedy available to Contractor.

10. SAFETY

- A. Contractor shall be solely responsible for the conduct, safety and health of its employees and agents and those of its Lower Tier Contractors, as well as the public, in connection with the Work. Without limiting the foregoing, Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders concerning the safety and health of workers and the public, including without limitation, the Occupational Safety and Health Act of 1970 ("OSHA") and any similar state statutes. Contractor shall develop, implement, maintain and enforce a safety program for the protection of persons and the Work and will provide the same to Crown Castle upon request. Contractor shall assign a "competent" person to conduct regular safety audits of the Project sites. For the purposes of this paragraph, competent, as defined by OSHA, shall mean one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Contractor shall maintain written records of safety audits for a period of at least one (1) year.
- B. At all times Contractor shall enforce strict discipline and good order among its employees and Lower Tier Contractors, and shall not employ on the Work or Work site any unfit person or anyone not skilled in the task assigned. Dogs, fires, lethal weapons, and alcohol are not permitted on any Work site at any time. Contractor shall conduct drug screening of employees for unlawful use of controlled substances.
- C. Contractor, at its sole cost and expense, shall at all times keep the Work site and adjoining premises and access roads clean of rubbish caused by Contractor's operations and, at the completion of the Work, shall remove all rubbish and all of its tools, equipment, and surplus materials and shall leave the Work site clean and ready for use. If Contractor does not perform such cleaning immediately upon request, Crown Castle may cause such cleaning to be done by others and may charge to and/or withhold from Contractor the expense such cleaning.
- D. Elevated Work Restrictions
- i. Contractor represents and warrants that it is fully aware of and knowledgeable about the inherent danger of climbing or working above ground level, especially with regard to tower structures. Furthermore, Contractor warrants, acknowledges and agrees that it shall not perform or cause others to perform Elevated Work for Crown Castle unless expressly indicated and agreed to on the face of this Agreement.
 - ii. Contractor shall implement all procedures and take all measures necessary to ensure that only those Contractor's employees or agents or its Lower Tier Contractor's employees or agents who: (i) make the representations set forth in **Section D.i.**; and (ii) who have been properly trained as qualified climbers in accordance with commonly recognized industry practices and applicable federal and state laws and regulations, including but not limited to the following topics described in 13 NCAC 07F .0600, shall climb tower structures:
 - (A) The nature of fall hazards in the work area;
 - (B) The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
 - (C) The correct procedures for inspecting fall protection equipment for wear, damage, defect or deterioration;
 - (D) Climbing safety procedures;
 - (E) The use and operation of the fall protection systems utilized by the Contractor/Lower Tier Contractor;
 - (F) The role of each employee in the safety monitoring system used;
 - (G) The correct procedures for handling and storage of equipment and materials and the erection of overhead protection;
 - (H) The role of employees in fall protection plans; and
 - (I) The compatibility of fall protection equipment and fall protection systems.

Crown Castle shall have no responsibility whatsoever to monitor Elevated Work by Contractor's or its Lower Tier Contractor's employees or agents, or to verify training of the same.

- iii. The performance of any Elevated Work by any of Contractor's or its Lower Tier Contractor's employees or agents: (i) who have not made the above representations; and (ii) who have not been properly trained as qualified climbers in accordance with **Section D.ii.**, shall constitute a material breach of this Agreement. Upon such material breach Crown Castle shall have the right to immediately terminate this Agreement and all Project Appendices and Purchase Orders delivered hereunder, and Contractor shall be liable to Crown Castle for any damages and costs it incurred as the result of said termination.

E. Radio Frequency Exposure Safety

- i. Contractor represents and warrants that it is fully aware of and knowledgeable about the inherent dangers of working on or near tower, rooftop, or other wireless communication sites that are "live", i.e., that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") (hereinafter "Live Sites").
- ii. Contractor shall implement all procedures and take all measures necessary to ensure that only those Contractor's employees or agents or its Lower Tier Contractor's employees or agents who make the representations set forth in **Section E.i.**, and who have satisfactorily completed RFR safety training in accordance with FCC OET 65, the most current applicable updates in OSHA regulations and guidelines, and commonly recognized industry practices, may enter a Live Site or perform Work on a Live Site. Crown Castle shall have no responsibility whatsoever to monitor access to the Live Sites, or to monitor the performance of Work on such Live Sites, by Contractor's or its Lower Tier Contractor's employees or agents, or to verify training of the same.
- iii. The presence at, or performance of any Work on a Live Site by any of Contractor's or its Lower Tier Contractor's employees or agents: (i) who have not made the above representations; or (ii) who have not satisfactorily completed RFR safety training, shall constitute a material breach of this Agreement. Upon such material breach, Crown Castle shall have the right to immediately terminate this Agreement and all Project Appendices and Purchase Orders delivered hereunder, and Contractor shall be liable to Crown Castle for any damages and costs incurred a result of said termination.

11. TERMINATION

- A. If any of the following events occurs and is not promptly cured within five (5) days after Contractor's receipt of notice of the same from Crown Castle, Crown Castle may, without prejudice to any other right or remedy it may possess, terminate the services of Contractor and take control of the Work and of all materials owned by Crown Castle and may proceed with the completion of the Work as contemplated by the Contract Documents by whatever method deemed expedient by Crown Castle. If such five (5) day period for cure is agreed by Crown Castle to be unreasonable for the circumstances, Contractor shall immediately initiate curative actions and in good faith diligently pursue until the cure is complete:
 - i. Contractor, in the reasonable judgment of Crown Castle, fails to supply a sufficient number of skilled workers or suitable materials or equipment for performance of the Work or is otherwise materially behind schedule or fails to perform the Work in a satisfactory and workmanlike manner;
 - ii. Contractor fails to make payments to any Lower Tier Contractor for labor, material or equipment; or becomes insolvent, or makes a general assignment for the benefit of its creditors, or be adjudged bankrupt, or should a receiver be appointed;
 - iii. Contractor disregards or fails to comply with laws, ordinances, rules, regulations or orders of any public authority;
 - iv. Contractor violates any provision of any Contract Document; or
 - v. Contractor fails to maintain the required levels of insurance coverage or fails to give Crown Castle notice of termination or reduction of insurance coverage. In the event of such default, Crown Castle, at its election, may declare this Agreement null and void and shall have no

further obligation to Contractor, including any obligation to pay Contractor for any Work performed after and including the date such required insurance coverage expired. Contractor, shall at Crown Castle's election, defend, indemnify and hold Crown Castle harmless for Contractor's failure to maintain the required types and amounts of insurance coverage.

- B. In the event Crown Castle terminates this Agreement for cause, Crown Castle shall have no obligation to pay Contractor for Work which is not in compliance with the Contract Documents.
- C. Crown Castle may terminate this Agreement, or any one or more Project Appendices, at any time, at its discretion and without cause, by written notification to Contractor delivered not less than five (5) days prior to the specified date of termination. If Crown Castle terminates this Agreement or any one or more Project Appendices pursuant to this **Section 11.C.**, Contractor shall be compensated for Work properly performed prior to such termination.
- D. In the event of a fatality, or willful or serious injury (according to OSHA), Crown Castle has the right to immediately suspend, without compensation to the Contractor, **all** of Contractor's work at **all** of Crown Castle's jobsites.
- E. Contractor, upon sixty (60) days prior written notification to Crown Castle, may terminate this Agreement and any Project Appendices for any reason, provided however, Contractor shall complete any Work in progress in accordance with the Contract Documents.

12. INSURANCE

- A. During the performance of Work, Contractor, at its sole expense, shall maintain in effect at all times, and shall require its Lower Tier Contractors to maintain in effect at all times, insurance coverage with limits not less than those set forth on **Exhibit B** attached to this Agreement.
- B. Any insured loss or claim of loss against which Crown Castle believes that it has a right to indemnification under this agreement, shall be negotiated by Contractor or its insurer with full notice to and participation by Crown Castle. Any settlement payments made as a result of such insured loss or claim of loss against which Crown Castle is indemnified hereunder, shall be made payable to or on behalf of Crown Castle. Upon occurrence of such an insured loss or claim of loss, monies received will be held by Crown Castle which shall make distribution in accordance with an agreement to be reached in such event between Crown Castle and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be submitted to a court of competent jurisdiction, in accordance with **Section 19.**, to determine ownership of the disputed amounts. The Work shall nevertheless progress during any such period of dispute (subject to all other provisions herein) without prejudice to the rights of any party to the dispute. Contractor shall be responsible for any loss within the deductible limit of the policy.
- C. The provisions set forth in this Agreement with respect to the types of insurance required, minimum limits and Crown Castle approval requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

13. PERMITS AND TAXES

- A. Contractor shall secure all licenses, permits and inspections, pay all related charges and fees and give all notices necessary for the due and lawful prosecution of Work, except as otherwise provided in the Contract Documents.
- B. Unless otherwise agreed in writing, Contractor shall pay all applicable taxes including, but not limited to sales, use, added value, and other taxes which arise out of or are related to the Work, and any income, franchise, or business privilege tax levied on Contractor for conducting its operations hereunder.
- C. Contractor and its Lower Tier Contractors shall pay all taxes with regard to the Work measured by wages, salaries or other remuneration of their employees required by the Federal Insurance Contributory Act as amended, any other applicable federal laws, or the applicable laws of the state and/or locality in which the Work is performed. Contractor hereby agrees to indemnify and hold Crown Castle harmless from any liability on account of any and all such taxes, liens, duties,

assessments, deductions and benefits, in addition to any penalty, interest or other charge that may be levied as a result of Contractor's or any Lower Tier Contractor's late payment, insufficient payment or failure to pay any such taxes.

14. INSPECTION; AUDIT

Contractor shall maintain complete and accurate records of all hours worked and all costs reimbursable by Crown Castle under the Contract Documents. For Work performed on any cost basis other than firm lump sum, Crown Castle, for two (2) years after Final Completion of a Project, shall have full access during normal working hours to Contractor's priced records, purchase orders, invoices, receipts, and time sheets relating to such Work, in order to verify the cost of the Work and any burdens or overheads and profit relating thereto. Such auditing rights of Crown Castle shall not apply to the breakdown of the agreed upon rates, percentages and mark-ups.

15. CONFIDENTIALITY

- A.** Contractor shall hold Confidential Information received from Crown Castle in strict confidence, shall use such information only for the purpose for which it is disclosed and in accordance with this Agreement, and shall not disclose such information to any third party without the prior express written approval of Crown Castle, except that Contractor may disclose Confidential Information to its agents, servants, employees, and subcontractors to the extent they need to know the Confidential Information to allow Contractor to fulfill its obligations under this Agreement. Contractor is responsible for the acts of each of its agents, servants, employees and subcontractors. Contractor hereby agrees that it shall not develop any new techniques or ideas relating to Crown Castle's proprietary information including, without limitation, any Confidential Information or CCISites related information except to improve Contractor's efficiency in performing the Work, and Contractor hereby assigns to Crown Castle any and all right, title and interest Contractor may have in or to any new techniques or ideas relating to Crown Castle's proprietary information that may be developed by Contractor including any agent, servant, employee or subcontractor in or as a result of performing the Work. Contractor shall only use the proprietary information of Crown Castle for the purpose of the Work for which it is available or disclosed. No ownership right in Crown Castle proprietary information is transferred in any manner pursuant to this Agreement.
- B.** The confidentiality restrictions of this Agreement shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Agreement; (ii) that becomes generally available to the public without breach of this Agreement; (iii) known to the Contractor at the time of disclosure; (iv) independently developed by the Contractor without reference or resort to the other party's Confidential Information; (v) disclosed pursuant to written consent of the Crown Castle; or (vi) is required by legal process or court order to be disclosed by the Contractor, provided that Contractor gives Crown Castle prompt written notice of such requirement prior to such disclosure.
- C.** Contractor's obligation to protect the confidentiality of Confidential Information disclosed by Crown Castle to it shall survive the expiration, termination or assignment of this Agreement for a period of two (2) years; provided confidentiality relating to CCISites shall survive for five (5) years, and provided confidentiality relating to trade secrets shall survive for perpetuity.
- D.** To the fullest extent permitted by the U.S. Copyright Act (17 U.S.C. §101 et, seq., and any successor statute) or any other applicable law, any proprietary information, invention or work product created as a result of this Agreement or relating to any Work along with any work product delivered by Contractor to Crown Castle shall constitute "work made for hire" and proprietary information, invention or work product of Crown Castle, and the ownership of such information, invention and/or work product shall fully vest in Crown Castle all rights, at the times it was created. To the extent such proprietary information, invention and/or work product does not constitute "work made for hire" under applicable law, Contractor hereby irrevocably assigns and transfers to Crown Castle all worldwide right, title and interest therein that Contractor may now have or which Contractor may hereafter acquire, without further consideration from Crown Castle. The foregoing notwithstanding, Contractor shall not be required to assign to Crown Castle any right in or to any invention for which no equipment, supplies, facilities, trade secret, Confidential Information or proprietary information of Crown Castle was used and which was developed entirely on Contractor's

own time, unless: (i) the invention relates directly to the business of Crown Castle or to Crown Castle's actual or demonstrably anticipated research or development; or (ii) the invention results from any Work or other project performed by Contractor for Crown Castle. Contractor hereby agrees to take all such further action (including, but not limited to, the execution, acknowledgement, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by Crown Castle to evidence, vest, transfer or confirm Crown Castle's right, title and interest in and to such proprietary information, work product and/or invention.

- E. Contractor will neither adversely affect the reputation of Crown Castle or Crown Castle's customer, nor disclose any information to any person or entity concerning any of their business affairs. Contractor further agrees to not divert or solicit any of Crown Castle's customers on behalf of itself or any third party.
- F. Because money damages would not be a sufficient remedy for a breach of this Agreement, Crown Castle shall be entitled to obtain injunctive relief in addition to monetary damages if a breach were to occur.

16. NOTICES

- A. Any notice delivered under this Agreement shall be in writing and shall be delivered by facsimile, certified mail or recognized overnight courier service addressed to the parties at the addresses set forth on the signature page of this Agreement or to such other address as a party may subsequently designate in a written notice delivered pursuant to this provision.
- B. Any notice given by Certified U.S. Mail or courier delivery service shall be effective on the earliest of: (i) the expiration of five (5) business days after the day it is mailed; or (ii) the date of receipt as evidenced by the U.S. Postal Service's domestic return receipt or courier delivery service receipt. Any notice given by sending a facsimile to the applicable facsimile telephone number shall be effective as of the next business day after the date of receipt of such facsimile as shown by a facsimile confirmation report.

17. RELATIONSHIP OF PARTIES

- A. Contractor's relationship with Crown Castle pursuant to this Agreement is that of independent contractor. Neither this Agreement nor any Work performed pursuant to this Agreement shall be deemed to create an employment relationship between Contractor and Crown Castle or Crown Castle's customer. Contractor hereby acknowledges that neither it nor any of its employees is entitled to any benefits or privileges of any kind which are normally or at any time extended by Crown Castle to its employees, including, but not limited to, health or life insurance, pensions or profit sharing. Contractor shall be responsible for all matters relating to Contractor's employment of personnel, including, but not limited to, compliance with all applicable federal, state and local laws relating to workers' compensation insurance and claims, unemployment compensation insurance and disability insurance. Contractor hereby covenants with Crown Castle that Contractor shall comply with all legal requirements arising as a result of this Agreement and/or the Work performed pursuant hereto, including, but not limited to, the filing of tax returns, and Contractor hereby agrees to indemnify Crown Castle and Crown Castle's customer(s) from Contractor's failure to so comply. All persons employed by Contractor in the performance of the Work shall be under the sole and exclusive direction and control of Contractor. Contractor shall be separately and exclusively responsible for the acts and omissions of its employees and those of its Lower Tier Contractors. Contractor shall be responsible for all withholding from its employees' wages as required by law, and for making all contributions in respect thereof required of employers.
- B. The parties acknowledge that Crown Castle USA Inc. has entered into this Agreement on behalf of itself and certain of its Affiliates for convenience in order to establish uniform terms and conditions for Work awarded by any of such Crown Castle Affiliates to Contractor. The foregoing notwithstanding, Contractor hereby agrees that any claim Contractor may have arising out of or relating to this Agreement or any Work performed by Contractor shall be made only against the particular Crown Castle entity that issued the applicable Purchase Order. Contractor further agrees that it shall have no claim against any other Crown Castle entity or Affiliate based only on the manner in which this Agreement was executed by Crown Castle.

- C. Contractor further agrees to not divert or solicit directly or indirectly from Crown Castle to itself or any third parties, or solicit from any of Crown Castle's customers or potential customers on behalf of itself or any third parties, business opportunities that Crown Castle presents to Contractor in which Crown Castle proposes to subcontract all, or a portion thereof, to Contractor.

18. SITE ACCESS CUSTOMER SERVICES

From time to time, Contractor may be directly or indirectly hired by any of Crown Castle's customers or landlords to perform certain services for it at certain Crown Castle site(s) ("Customer Services"). As consideration for Crown Castle permitting access to Contractor to perform Customer Services, Contractor agrees that it: (i) shall provide notice to Crown Castle prior to site access; and (ii) with regard to the Customer Services, shall be bound by the applicable provisions of this Agreement, along with any other referenced provisions and exhibits; and (iii) shall cause its Lower Tier Contractors to be bound by the same.

19. LIMITATION OF LIABILITY

WITHOUT LIMITING THE PARTIES RIGHTS UNDER **SECTION 8.**, WITH RESPECT TO THIRD PARTY CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, AND COSTS, EXPENSES, ACTIONS OR CLAIMS RELATED THERETO INCURRED OR OTHERWISE SUFFERED BY THE OTHER PARTY THAT ARISES OUT OF THIS AGREEMENT UNDER ANY THEORY OF LAW UNLESS SUCH LIABILITY, COSTS, EXPENSES, ACTIONS OR CLAIMS ARISE IN CONNECTION WITH A TORT. IN NO EVENT SHALL THIS PARAGRAPH DIMINISH, AFFECT, IMPEDE OR IMPAIR, IN ANY MANNER WHATSOEVER, THE BENEFITS TO WHICH CROWN CASTLE MAY BE ENTITLED UNDER ANY INSURANCE POLICY REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT, ANY CONTRACT DOCUMENTS, OR UNDER THE TERMS OF ANY WAIVER OF SUBROGATION CONTAINED THEREIN.

20. APPLICABLE LAW; VENUE

Unless as otherwise required by law, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. All suits, actions or other proceedings brought by Contractor against Crown Castle arising out of or relating to this Agreement shall be brought only in the Court of Common Pleas, Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.

21. WAIVER OF JURY TRIAL

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.

22. AMENDMENTS; NO WAIVER

No amendment, waiver or discharge of any provision of this Agreement will be effective unless made in writing that specifically identifies this Agreement and the provision intended to be amended, waived or discharged and is signed by Crown Castle and Contractor. Each such amendment, waiver or discharge will be effective only in the specific instance and for the purpose for which it is given.

23. CUMULATIVE REMEDIES

The enumeration of specific rights and remedies of Crown Castle shall not be construed to deny the existence or the effect of, or to impair or diminish, any other rights or remedies of Crown Castle available at law or in equity.

24. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law, all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, and such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof. Any court or arbitrator having jurisdiction over this Agreement shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

25. ASSIGNMENT

Contractor shall not assign any right or interest under this Agreement or, subject to the provisions of **Section 5.** of this Agreement; delegate any obligation under this Agreement or any other Contract Document without the prior written consent of Crown Castle. Contractor shall be responsible to Crown Castle for all Work performed by Contractor's Lower Tier Contractors. Crown Castle may assign this Agreement or any related agreements to its parent or any joint venture in which it participates, or any subsidiary, affiliate, or successor to Crown Castle, its parent or any such joint venture.

26. SURVIVAL

Any provision contained within the Agreement which by its very nature is intended to survive termination of the Agreement shall survive such termination.

27. CONSTRUCTION

Crown Castle and Contractor acknowledge that this Agreement shall not be construed in favor of or against Crown Castle solely on the basis of the fact that Crown Castle drafted the Agreement and that this Agreement shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

28. TERM OF AGREEMENT

This Agreement shall become effective upon full execution. Unless sooner terminated in accordance with **Section 11.**, this Agreement shall remain in force and effect for a one (1) year period, with automatic renewal for successive annual one (1) year periods.

29. ENTIRE AGREEMENT

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, understandings or agreements between the parties with respect to such subject matter. In no event shall preprinted terms or conditions found on any proposal, acknowledgment or other document issued by Contractor be considered part of, or an amendment or modification to, this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last written below, intending to be legally bound hereby.

Crown Castle:

Legal Entity Name: Crown Castle USA Inc.

Signature:

Print Name: James D. Young

Print Title: Sr. VP and Chief Operating Officer

Date: September 18, 2014

Notices: Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317

Attn: Director of Supply Chain Management

Phone: 724-416-2000

Facsimile: 724-416-2130

E-mail: purchasing@crowncastle.com

Copy to: Legal Department

Facsimile: 724-416-2564

Contractor:

Legal Entity Name: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Notices to Contractor:

Street Address: _____

City, State, Zip Code: _____

Attention: _____

Phone: _____

Facsimile: _____

E-mail: _____

EXHIBIT A: CONTRACTOR INVOICING REQUIREMENTS

The following information **MUST** be included with each invoice that the Contractor submits to Crown Castle for payment.

- 1) Contractor's name, address, phone number and contact information
- 2) Contractor's Invoice Number
- 3) Invoice Date (work must be complete including close out package, if required)
- 4) Crown Castle Purchase Order Number
- 5) If freight costs are prepaid and added, the invoice must have a freight invoice (priced bill of lading)
- 6) Waiver of Liens (if applicable)
 - a. Crown Castle Contractor Partial Release and Waiver of Liens (Exhibit B-1)
 - b. Contractor's Lower Tier Contractor Release and Waiver of Liens (Exhibit B-2)

The following information **should** be included on the invoice, if required by Crown Castle area management.

- 1) Crown Castle site Business Unit Number. Add per line item if invoice covers more than one site.
- 2) Contractor's Crown Castle vendor number
- 3) Time period covered by the invoice
- 4) Contractor's Master Agreement Number
- 5) Project Appendix number
- 6) Project or Job name
- 7) Candidate site identification (Site acquisition work)
- 8) Crown Castle customer name
- 9) JDE general ledger coding, if known (XXXXX.XXXX.XXXXX)

Submission of invoices directly to the Crown Castle office indicated below facilitates processing. Contractor may elect to send copies and emails to the area contact. Send the original invoices and Release and Waiver of Liens, if applicable, to:

Crown Castle
Attention: Accounts Payable Dept.
2000 Corporate Drive
Canonsburg, PA 15317

EXHIBIT B
MAINTENANCE SERVICES MASTER AGREEMENT
INSURANCE REQUIREMENTS

A. During the performance of Work, Contractor, at its sole expense, shall maintain in effect at all times insurance coverage with limits not less than those set forth below:

i. Commercial general liability Insurance (occurrence based) providing coverage for:

- a) Premises and operation
- b) Contractual liability
- c) Broad form property damage
- d) Independent contractors
- e) Personal injury liability (employment exclusion deleted)
- f) Worldwide and/or global liability coverage if work is performed in Puerto Rico or outside the Continental United States of America

Minimum limits (bodily injury and property damage, combined) for the foregoing coverage shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate.

ii. Commercial automobile liability insurance covering the use and maintenance of all automobiles and other vehicles (owned, non-owned and hired) with minimum limits of coverage for bodily injury and property damage combined at \$1,000,000 per accident.

iii. Workers' compensation insurance and other employer's liability coverage (including Jones Act and Longshoremen's if and when applicable), for all employees in accordance with statutory requirements, with minimum limits of \$100,000 per accident (employer's liability), \$100,000 each person (disease) and \$500,000 policy limit (disease). If providing services in Puerto Rico, or outside of the continental United States, worldwide and/or global liability insurance must be provided for all employees in accordance with all applicable statutory requirements.

iv. If Contractor or any Lower Tier Contractor provides maintenance services that involve Elevated Work, Contractor shall also provide Umbrella form of Excess Liability offering coverage that at least follows the form of underlying insurance coverage, with minimum limits of \$5,000,000 for each occurrence and \$5,000,000 in the aggregate.

B. The insuring carriers and the form of the insurance policies shall be subject to approval by Crown Castle and shall provide that not less than thirty (30) calendar days' prior written notice shall be given to Crown Castle prior to cancellation or termination of said policies of insurance. **Crown Castle and its parent, joint ventures, subsidiaries, and affiliates, as their interest may arise**, shall be named as additional insureds on all applicable policies other than workers' compensation insurance and professional liability insurance and shall be primary and non-contributory with any other insurance available to or maintained by Crown Castle. Additional insured endorsement shall include coverage for completed operations, as well as, ongoing operations. Pursuant to the applicable Project Appendix, Crown Castle may require that its customer and/or landlord also be named as an additional insured. All insurance policies shall waive the right of recovery or subrogation against Crown Castle, its parent, joint ventures, subsidiaries and affiliates and its customer. Contractor shall furnish to Crown Castle certificates evidencing such insurance coverage in a form satisfactory to Crown Castle prior to and as a condition to becoming an approved Crown Castle contractor, and thereafter upon renewal of coverage or at the request of Crown Castle. Prior to the commencement of any work, insurance certificates shall be delivered to the Crown Castle office indicated in the applicable Project Appendix, attention: Legal Department – Vendor Administration. At any time and from time to time after the execution and delivery of the foregoing Agreement, Crown Castle may require Contractor to obtain and maintain additional or alternative insurance coverages with limits in addition to or greater than those described above.