



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

Crown Castle desires to engage Contractor to perform certain engineering, procurement, site acquisition, regulatory, and professional services which are listed below 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, will also be described in the Scopes of Work, a Purchase Order, or one or more Project Appendices (as defined below), executed and delivered by the parties. The parties desire to embody in one agreement the basic terms and conditions under which Crown Castle will engage Contractor and Contractor will provide services to Crown Castle. All Project Appendices, Exhibits, attachments, drawings, specifications, instructions, reports, studies, Purchase Orders, Scopes of Work, communications or other documents issued by Crown Castle that were attached to or made a part of a prior Services Master Agreement under which Work or other service continues to be performed are hereby included in and made part of this Agreement, and such prior Services Master Agreement shall have no force or effect.

Contractor agrees to perform the Work, in accordance with the terms and conditions of the Contract Documents, as defined herein. In addition to the terms, conditions, and timelines described herein, specific terms, conditions, and timelines regarding acceptance, document templates, communicating information through databases, attending hearings, executing documents, and Customer-specific requirements will be communicated to Contractor in the field.

[For the Administrative Use of Crown Castle Supply Chain Management (SCM)]
Authorized Work Types (applicable when checked):

- A3** **Modification Inspection or Construction Inspection Elevated Work:** Elevated Work may be performed under the A3 Work types only, by professional engineering firms as determined by SCM.
- A2** **Tower Structural Services:** structural analysis, structural letter, structural reinforcement design, design failure investigation, foundation analysis, tower mapping, and basic A&E services (A0).
- A1** **DAS Pole Structural Services:** structural analysis, structural letter, structural reinforcement design, design failure investigation, foundation analysis, and basic A&E services (A0).
- A0** **Basic A&E Services Only:** Includes only soil boring, drawings for construction and equipment installation, drawings for zoning, as-built, site plans, surveys, geotechnical report, material analysis testing (foundation investigation, steel properties).
- E2** **Environmental Services** includes the following Work types:

NEPA and Environmental Assessment (“EA”): Perform full NEPA studies. Contractor must use the Crown Castle checklist and survey which will be provided by Crown Castle. The NEPA study may recommend an EA.

Phase I Environmental Site Assessment (“Phase I”): Perform Phase I in order to identify recognized environmental conditions (“RECs”) in connection with a subject property. A Phase I must be performed in general accordance with ASTM Standard E 1527-05, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”, or its latest update.

Phase II Environmental Site Assessment (“Phase II”): In accordance with the recommendations of the Phase I, the Phase II involves invasive testing of the subject soil and/or groundwater for levels of potential contaminants and the determination if such constituents are within acceptable regulatory

levels. Ability to provide the Phase II requires knowledge of state and federal environmental and hazardous waste regulations.

Hazardous Materials: Services for the plan and for the removal of hazardous materials including but not limited to asbestos and lead.

- E1** **Regulatory Services** includes the following Work types:

Airspace Studies: Airspace consulting, coordination, analysis, review, testimony and filing for structures built or to be built as it applies to FAA FAR Part 77 this is to include if determination of notice to the FAA is required, structure is an airspace hazard and/or extended study is required.

Drive Tests: Drive testing may include the following: (a) "Model Calibration" for environmental and demographic characteristics; (b) "System Design" showing propagation and performance; (c) "Optimization" to determine how well the system is operating as well as to trouble shoot and tune any problem areas; and (d) "Competitive Analysis" of where service is needed as well as understanding competitors' capabilities.

AM Detuning: AM broadcasting consulting, coordination, analysis, testimony and review of AM Detuning requirements in accordance with FCC regulation. This will include design, installation, repair and maintenance of detuning units.

Desk Top Studies: NEPA database review analysis.

Regulatory Survey: Provide Crown Castle with 1-A site surveys performed, signed, dated and sealed by a licensed land surveyor in the state of the survey. All site coordinates must be provided in North American Datum 1983 ("NAD 83") and must contain a detailed accuracy statement in a form acceptable to Crown Castle.

RF Emissions: MPE and NIER consulting, coordination, analysis, testing, testimony and review of sites as it applies to compliance with FCC and OSHA exposure standards for RF emissions. Provide RF emission training and site specific guidelines as requested.

RF Services: RF Services may include the following: (a) CW drive/walk testing, Benchmark drive/walk testing; (b) RF Design for Small Cell Networks (SCN) including iDAS, oDAS, Wi-Fi, and Macro sites; (c) RF Commissioning services for SCN, including iDAS, oDAS, and Wi-Fi; and (d) RF Optimization services for SCN, including iDAS, oDAS, and Wi-Fi.

- E0** **General Non-Construction Services** include site acquisition management and projects, project management services, and other similar general real estate and telecommunications site project coordination services.

1. DEFINITIONS

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

"Accident" means any incident involving injury to any person requiring immediate attention by a medical professional or any incident involving damage to property.

"Affiliate" means Crown Castle's parents, subsidiaries, direct and indirect affiliates whenever created or any joint venture in which it participates, and shall be collectively referred to as the "Affiliates".

"Agreement" means this Professional Services Master Agreement, together with the following Exhibits attached hereto and incorporated by reference herein:

Exhibit A
Exhibit B

Contractor Invoicing Requirements
Insurance Requirements

“Change” means any addition or alternative to, or deductions or deviations from, or substitution in the Work to be performed pursuant to the Contract Documents which may arise by direction of Crown Castle or Customer or for reasons beyond Contractor’s reasonable control.

“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.

“Confidential Information” means information, including, but not limited to, information regarding: (i) Crown Castle, Affiliate, or Customer assets, liabilities, operations, financial conditions, employees, plans, prospects, management, investors, products, strategies, Customers, Contract Documents, and techniques; (ii) the technical characteristics or operations of Crown Castle, Affiliate, or Customer products; (iii) Crown Castle, Affiliate, or Customer 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 or Affiliate’s suppliers, landowners, subcontractors, and Customers, including the nature and extent of Crown Castle and Affiliate’s business relationships with such parties; and (vi) trade secrets; whether disclosed in writing, orally, visually, in tangible or intangible form, including electronic mail or by other electronic communication.

“Contract Documents” means this Agreement, together with any Project Appendices, attachments, Exhibits, drawings, specifications, reports, studies, instructions, communications, Purchase Orders, NTP’s, Scopes of Work, or other documents issued by Crown Castle or Customer or incorporated by reference in connection with a Project or Work.

“Contractor Personnel” means any person(s) furnished by Contractor to perform the Work under the Contract Documents including, but not limited to, Contractor’s and Lower Tier Contractor’s employees, non-employee workers, seconded employees, consultants, representatives, agents, and subcontractors.

“Customer” means a wireless telecommunications provider or a wireless telecommunications provider vendor for whom Crown Castle is providing materials, work, or services.

“Elevated Work” means any work over six feet (6’) above ground level, including but not limited to any means of elevating personnel, equipment, or materials above the ground, and any tower climbing (macro, rooftop, or small cell) and tower antenna installation or removal, equipment installation or removal, and maintenance activities on towers, small cell, 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. If applicable, Final Completion shall be deemed to have occurred when; a Certificate of Occupancy or similar document shall have been issued by the appropriate governmental body, if required; Crown Castle shall have inspected the Work and determined the same to have been completed (including all punch list items, if any) in accordance with the applicable Contract Documents and Customer requirements; and Contractor shall have completed transmittal of all documentation required for closeout, as set forth in the relevant Purchase Order or Contract Documents. Final Completion shall occur and be determined by Crown Castle on a Site-by-Site basis.

“Intellectual Property Rights” means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including performance and synchronization rights), or other intellectual property rights that are in each case protected under the laws of any governmental authority having jurisdiction.

“Lower Tier Contractor” means any service provider, person, company or entity with which Contractor or any subcontractor shall have entered into an agreement to provide Work, services in connection with any Project, and their respective subcontractors.

“Notice to Proceed” or **“NTP”** means the written notification prepared for a Site identified in a Purchase Order, which is provided to Contractor authorizing Contractor to, among other things, order materials, begin Work, and solicit quotations for such Site from Lower Tier Contractors.

“Project” means Work to be performed by Contractor, or some other form of Work awarded by Crown Castle to Contractor as described in the Contract Documents.

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

“Purchase Order” means a written instrument issued by Crown Castle or an Affiliate pursuant to this Agreement which authorizes Contractor to proceed with Work.

“Site” means each physical location where the Work will be performed or the anticipated Business Unit Number for which Work is being contemplated.

“Work” means the tasks, services, materials and equipment collectively, which Contractor is engaged by Crown Castle or its Customer or landowner to perform or provide, 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 unless and until a Purchase Order or Project Appendix is issued by Crown Castle to Contractor. A Purchase Order or Project Appendix may set forth more specific terms and conditions, in addition to those set forth in this Agreement. In the event that Contractor should commence Work before its receipt of a Purchase Order or Project Appendix, 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 or Purchase Orders. A Project Appendix or Purchase Order shall set forth in detail specific Projects which may be undertaken by Contractor, including the scope of work, schedule, pricing, materials and services required, payment terms and schedule, invoicing requirements and any other obligations which must be assumed or adopted by Contractor with respect to a particular Project. Each such Project Appendix or Purchase Order shall be governed by the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and a Project Appendix, the terms of the Project Appendix shall control.
- 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.** 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 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.
- E.** Upon installation or incorporation, Crown Castle shall have title to all material and completed portions of the Work. Prior to Crown Castle's acceptance of the Work, Contractor shall bear all responsibility for damage or loss to property, the Site, or Work performed up to the time of such damage or loss, as well as for materials delivered to and stored at the Work site which are intended to become a part of the Work. Contractor shall replace or repair said Work or materials at its own expense to the complete satisfaction of Crown Castle. Contractor shall restore the condition of Crown Castle or Customer's property or Site to the condition it was found and shall bear the risk of loss or damage to the Site or property used in the construction of the Work but which does not become a part thereof.
- F.** Contractor assumes full responsibility for any damage or loss to Crown Castle, Customer, landowner or their Affiliates' property that may be caused by or result from any tortious act or omission of Contractor or any person employed by or under contract with Contractor including Lower Tier Contractors. In the event of such damage, Crown Castle may elect to have repairs made by Contractor or by other contractors. In the event Crown Castle elects to have Contractor repair the damage, Contractor shall promptly do so, at its own expense and to Crown Castle's satisfaction. In the event Crown Castle elects to have the damage repaired by its own personnel or other contractors, Contractor shall reimburse Crown Castle for the cost to it of such repairs. If Contractor or Lower Tier Contractor causes damage to Crown Castle, Customer, landowner or their Affiliates' property, including damage to copper or fiber

cable, Contractor shall reimburse Crown Castle, Customer, landowner or their Affiliate for any damages or losses incurred in connection therewith, including damages for loss of use.

- G.** Contractor will provide, at no additional cost to Crown Castle, full and complete technical assistance to Crown Castle and Customer for the material and Work provisioned under this Agreement, including ongoing technical support and field service and assistance, provision of technical bulletins and updated user manuals, and telephone assistance to assist with installation, operation, maintenance and problem resolution. The availability or performance of this technical support will not be construed as altering or affecting Contractor's obligations as set forth in **Section 10** or as provided elsewhere in this Agreement. Field service and technical support, including emergency support (service affecting), will be provided on Site twenty-four (24) hours a day. Contractor will provide to Crown Castle, and keep current, an escalation document that includes names, titles and telephone numbers, including after-hours telephone numbers, of Contractor Personnel responsible for providing technical support to Crown Castle. Contractor will maintain a streamlined escalation process to speed resolution of reported problems.
- H.** Matters relating to Work under this Agreement may be at issue before various governmental bodies. Contractor agrees to have appropriate members of its company willing to testify at appropriate times at no additional cost, regarding any aspect of the Work, unless otherwise mutually agreed upon by the parties.

3. PRICING, PAYMENT, AND LIENS

- A.** Pricing of the Work may be set forth in the applicable Project Appendix or Purchase Order. In the event Contractor is paid hourly, such hourly rate shall be attached to the Project Appendix or Purchase Order. Crown Castle may withhold fifteen percent (15%) of each invoice until receipt of all deliverables required for Final Completion. Crown Castle reserves the right to require Contractor and Lower Tier Contractors to submit a Release and Waiver of Lien with each invoice.
- B.** Contractor shall submit invoices for completed Work based on the fixed price, milestones, or hourly or daily rates set forth in the Project Appendix or Purchase Order. When compensation is paid on a milestone basis, Contractor shall not invoice Crown Castle until the milestone is completed and the subject deliverables are received by Crown Castle. Where compensation is based on hourly or daily rates, the invoice will describe in reasonable detail and with respect to the relevant period: (i) the number of hours or days expended performing the Work, itemized by task; (ii) a description of Work performed; and (iii) any work product created. Such invoices shall include all information and be submitted in accordance with **Exhibit A** and must contain a list of all Lower Tier Contractors that perform Work pursuant to such invoice and the value of the Work performed by such Lower Tier Contractor. Progress payments made by Crown Castle to Contractor shall not be deemed to constitute acceptance by Crown Castle of the Work.
- C.** Contractor shall not, and Contractor shall cause its Lower Tier Contractors to do the same, file or maintain a lien or claim of any kind or character whatsoever against any tower, small cell sites, building, Site, or other structure to which the Work relates, or any other property or property interest owned, held, occupied or otherwise possessed by Crown Castle, Affiliate, Customer, or landowner 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 claims hereinafter referred to as "Claims"). Contractor shall indemnify and hold Crown Castle, Affiliates, Customer, and the landowner harmless from and against any and all Claims that may be filed by Contractor or its 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, which may become due from Crown Castle to Contractor. The foregoing covenant of Contractor is independent of any other covenant of Contractor contained in this Agreement and shall survive the expiration or termination of this Agreement.
- D.** If Crown Castle becomes aware that Contractor has failed to make payments to any of its Lower Tier Contractors in a timely manner, or in the event that a claim is made against Crown Castle, Affiliate, Customer, or the landowner by a Lower Tier Contractor, Crown Castle shall have the right to: (i) retain, out of payments due or to become due to Contractor, amounts necessary to satisfy any such payments and any claim, bond or lien against Crown Castle, its customer or its property, its landowner or its

property; or (ii) directly pay the Lower Tier Contractor and deduct the amount of such payment from any amount owing to Contractor.

- E. Payments otherwise due to Contractor may be withheld by Crown Castle or paid directly to Lower Tier Contractor for reason 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 failure of other obligations. The withholding of payment by Crown Castle of 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 on that Project or pursuant to the particular Purchase Order and on any other Project or Projects or pursuant to any other Purchase Orders issued to Contractor. Upon written notice to Contractor stating specific reasons for withholding, Crown Castle may setoff against amounts owed to Contractor under any particular Project, Purchase Order, or Project Appendix, amounts claimed by Crown Castle from Contractor under any other Project, Purchase Order, or Project Appendix. Crown Castle also retains the right to offset any amount owed to Contractor where Contractor fails to make a payment to a Lower Tier Contractor and Crown Castle makes such payment.
- F. Contractor shall submit invoices to Crown Castle within fifteen (15) days of Final Completion. Crown Castle reserves the right to require Contractor to provide separate invoices for Change Orders and reimbursable expenses. Crown Castle shall make payment to Contractor within forty-five (45) days after the receipt of a properly prepared and undisputed invoice. Unless otherwise agreed in writing by Crown Castle, Crown Castle shall not be responsible for the payment of any invoice submitted by Contractor to Crown Castle more than ninety (90) days after Final Completion of the Work which is the subject of the invoice.

4. TIME, PERFORMANCE, AND PROGRESS OF WORK

- A. Time is of the essence for all Work under this Agreement. Contractor agrees to abide by the schedule specified by Crown Castle and to commence Work on the date(s) stipulated in the applicable Contract Documents. Contractor shall comply with the applicable Work schedule and with adequate forces to achieve completion of the Work by the date(s) stipulated. No extension of the time allowed for performance of any Project will be made without the written consent of Crown Castle.
- B. With respect to architectural and engineering services, Contractor will employ an architect, engineer or similar professional of the appropriate discipline and licensed in the state or territory where the architectural and engineering services are to be performed, to prepare, stamp or seal final construction drawings, letters, reports or other Deliverables. Contractor will use existing drawings and documents in the Customer database or Crown Castle's own database, if available. Contractor will produce all engineering drawings, structural calculations and other architectural and engineering services necessary for the permitting and construction of the Project. Contractor will remove the original engineer's stamp and company markings from redlines to existing documents pulled from the Customer database, and have the drawings reviewed, re-stamped, and recertified by a professional engineer, if applicable, and all new engineering documents and studies must be prepared and signed by a professional engineer and must address all safety considerations for the Project and provide details and specifications required pursuant to the Contract Documents. Contractor will coordinate with, and produce any additional construction drawings, rework or modifications required by local permitting agencies for the Project at no additional cost.
- C. The parties recognize the importance of timely and satisfactory performance of their obligations in order to meet delivery dates, completion dates, schedules, due dates and deadlines as set out in the Contract Documents, and agree and acknowledge that Crown Castle shall suffer damages in the event of untimely or unsatisfactory performance, the exact amount of which damages shall be difficult to ascertain. The parties agree that Crown Castle may assess liquidated damages for the events described below, which apply to this Agreement, in the event of untimely or unsatisfactory performance, and are not a penalty. Liquidated damages may not be applicable for a delay caused solely by Crown Castle or Customer. These provisions concerning liquidated damages are intended to be and shall be cumulative and in addition to every other remedy now or hereafter possessed by Crown Castle, including its termination and warranty rights. If applicable, liquidated damages may be assessed for the following: delay in delivery and deliverables; Contractor-caused network outage; any incorrect or

incomplete deliverable that, if not corrected or completed, may be a safety hazard to persons having access to the Site, will inhibit proper operation of the Site, or prevents subsequent work required for “on-air” operation from taking place; any incorrect or incomplete deliverable that does not create a safety hazard, does not prevent the Site from operating as designed and does not prevent subsequent work required for “on-air” operation from taking place; failure to timely submit a complete close out package; failure to timely provide a structural analysis; failure to timely provide a structural modification design; failure to submit accurate data into Crown Castle or Customer databases; failure to notify Crown Castle where a governmental fails to reach a final decision on a zoning/planning application prior to fourteen (14) business days before expiration of the shot clock; and failure to respond to a Contractor-caused landowner complaint. Contractor shall indemnify and hold Crown Castle and Affiliate harmless from and against any such damages, liquidated or otherwise, assessed against Crown Castle arising out of or related to the acts, errors, omissions or delays of Contractor or any of its Lower Tier Contractors.

5. STANDARDS, SPECIFICATIONS AND DRAWINGS

- A. All specifications and drawings and all copies and reproductions thereof, whether electronic (CAD, Adobe, etc.) or paper, are: (i) the property of Crown Castle and must be delivered to Crown Castle upon request, or at the completion of the Work; and (ii) provided to Contractor, its Lower Tier Contractors and material suppliers for the limited purpose of use in completing the Work, and may not be used for any other purpose whatsoever without the prior written consent of Crown Castle.
- B. Contractor and its Lower Tier Contractors shall perform Work for Crown Castle or on Crown Castle’s behalf under this Agreement, in compliance with Crown Castle’s engineering, contractor/vendor, operations, safety, and Site standards, “Standards” or its latest update, if any. The Standards are available at the following 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 Standards to Contractor. Contractor may, however, be held to more stringent Customer standards which will be provided.

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”

- C. Contractor shall require its Lower Tier Contractors to be in compliance with the Standards. Contractor questions regarding the technical content of the engineering-related Standards or its implementation [as](#) well as Contractor access and download issues may be emailed to the Crown Castle IT Help Desk at crown_helpdesk@crowncastle.com.
- D. Contractor and Lower-Tier-Contractors must comply with Crown Castle’s information technology requirements which can be found at the web site listed in **Section 5.B.** under the “Contractor Requirements” link.

6. MATERIALS

Crown Castle shall provide only those materials shown on the Crown Castle provided materials list (if any) included in the applicable Contract Documents or those materials that Crown Castle expressly agrees in writing to provide.

7. SUBCONTRACTING

- A. A list of Lower Tier Contractors which Contractor expects to engage on any particular Project shall be provided to and approved by Crown Castle prior to commencing Work, and such approval will not be unreasonably withheld. All subcontracts shall require that the Lower Tier Contractor be bound by and subject to all applicable terms and conditions of this Agreement. Any professional engineering services required for any Project must be performed by a professional engineering firm registered and in good standing in the appropriate state as required by law. Contractor represents to Crown Castle that its

Lower Tier Contractors shall perform its services and Work in accordance with the terms of the Contract Documents and all applicable laws. Contractor also represents that its Lower Tier Contractors shall comply with the terms of this Agreement. Each subcontract or order shall contain a provision permitting assignment to Customer, Crown Castle, or Affiliates. Crown Castle reserves the right to reject or require Contractor to terminate its relationship with any such Lower Tier Contractor in connection with this Agreement or 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 of its Lower Tier Contractors if 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.

- B.** Contractor shall ensure that its representatives and Lower Tier Contractors will avoid the use of landowner or customer lines to place calls, to do testing or for any other purpose if at all possible. If such use cannot be avoided, Contractor's representatives and Lower Tier Contractors will use a calling card or other means, which prevent charges to landowner or customer accounts.
- C.** Contractor Personnel, who may have contact with the public while performing Work, shall carry and display upon request identification showing that they are working on behalf of Contractor. Contractor Personnel shall be responsible for securing permission to enter upon private property when entry is necessary to Contractor's performance of the Work. All of Contractor and Lower Tier Contractor's owned, leased or rented vehicles shall be marked with identification, including company name and telephone number.
- D.** Contractor will determine whether each Contractor Personnel who performs Customer Work has performed Work as an employee or temporary worker for such Customer, or any Customer affiliate, in the six (6) months preceding the individual's proposed commencement of Customer Work. Contractor will provide Crown Castle with written notice of any individuals who meet the foregoing criteria. Customer may require that Contractor provide another individual to perform the Work.
- E.** Contractor shall not use any person or other entity as a subcontractor on the Project at any time where such person or other entity is on the OSHA Severe Violator Enforcement Policy list, and any such use shall be a material breach of this Agreement.

8. 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. Changes for which a Change Order may be issued include, but are not limited to, changes to the scope of Work, scheduling, time, dates, price, deliverables or the method or manner of performance of the Work. Each Change Order shall describe the Change requested, stating, at minimum, the date of the request for the Change, the proposed effective date of the Change, the Project Appendix or Purchase Order applicable to the Work affected by the Change, a description of the Work proposed by the Change and any adjustments to the amount to be paid to Contractor. Other than a Change Order issued by Crown Castle, no order, statement, letter, correspondence or conduct, whether oral or written, of Crown Castle shall be treated as a Change, nor shall the same entitle Contractor to an equitable adjustment in compensation, scheduling or any other matter.
- 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 Change Order and the provisions of Contract Documents relating to the Work affected by such Change.
- C.** Crown Castle may request Contractor to provide price quotations and time extensions for Changes proposed by Crown Castle. Such requests for quotations shall not be considered as authorizations to proceed with Changes. At such time as Contractor provides any such price quotation to Crown Castle, Contractor shall provide to Crown Castle a written statement outlining any delays that will occur in Contractor's performance of the Work as the result of such Change. The parties shall mutually agree upon adjustments to the contract price and/or scheduling for the performance of the Work as changed, to the extent that the applicable Change actually causes an increase in the cost of Contractor's performance or causes a delay or interruption in Contractor's performance of the Work. Contractor shall not have the right to obtain any adjustment to the contract price and/or schedule if Contractor fails to

outline the cost increases and/or delays which it expects to incur upon Crown Castle's requesting the applicable Change.

9. INSPECTION

Crown Castle inspectors, employees or agents, however, shall have no authority to direct or advise Contractor or Lower Tier Contractor concerning the manner by which the Work is to be performed. Crown Castle is not liable or responsible for reviewing, auditing, or approving Contractor or Lower Tier Contractor plans, methods, or compliance.

10. 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 industry and professional standards applicable to such Work and shall strictly conform 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 the Work will meet the foregoing standards when completed. Contractor further warrants to Crown Castle that Contractor has the requisite personnel, competence, skill, physical resources, and any required professional qualifications 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.
- B. Contractor represents to Crown Castle that Contractor is financially and legally able to perform the Work and is experienced and knowledgeable of applicable governmental requirements, industry standards, and the operation of wireless telecommunications infrastructure. Contractor further represents to Crown Castle that Contractor has and shall maintain the registrations, licenses, permits, and governmental approvals required for it to perform the Work. Contractor further represents that it is not debarred from contracting by any federal or state governmental body.
- C. Contractor shall warrant its Work for the longer of 1) a period of two years from Final Completion, or 2) such greater period as may be specified in the applicable Contract Documents. In the event that Crown Castle determines that any Work fails to comply with this Agreement, in whole or in part, for a period of two years following Final Completion, or longer if required by the Contract Documents, Crown Castle may require Contractor to correct, revise, replace or re-perform such defective Work at Contractor's sole cost and expense. In the event that Contractor cures any deficient Work as required by Crown Castle during the requisite warranty period, the warranty shall be extended for another two years subsequent to Contractor's cure of such deficient Work.
- D. Neither the failure of Crown Castle to exercise the right of inspection, nor the failure to discover defective workmanship during such inspection, shall relieve Contractor of its obligation to provide workmanship strictly in accordance with the Contract Documents.
- E. Contractor warrants to Crown Castle that the use of 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 patent, trademark, copyright, trade secret, or other intellectual property right.
- F. Contractor represents and warrants that:
 - i. There are no actions, suits, or proceedings, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement;
 - ii. Contractor will immediately notify Crown Castle if, during the term of this Agreement, Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which may have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement or any Purchase Order;
 - iii. No consent, approval, or withholding of objection is required from any entity, including any governmental authority, with respect to the entering into or the performance of this Agreement or any Purchase Order;
 - iv. The material and Work will be provided free of any lien or encumbrance of any kind;

- v. Contractor will be fully responsible and liable for all acts, omissions, and Work performed by any of its representatives, including any subcontractors;
- vi. All deliverables that constitute software, hardware, or firmware will be free from any disabling device; and
- vii. Contractor will verify the legal status of Contractor Personnel to work in the United States, and at the request of Crown Castle, audit its compliance with legal status and deliver to Crown Castle written certification, within thirty (30) calendar days after request by Crown Castle, that Contractor Personnel are legally authorized to do so.

11. INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold harmless, and cause any Lower Tier Contractor to indemnify, defend, and hold harmless Crown Castle and its Affiliates, Crown Castle's landowners, Customer, 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) ("Claim") 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 or Lower Tier Contractor to perform its obligations under the Contract Documents, or breach by Contractor or Lower Tier 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, regulation, rule, standard, 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 or materials provided or the Work performed under the Contract Documents or their use. In no event shall Contractor's indemnity hold harmless obligations, or portions or applications thereof, apply to any Claim caused by the willful misconduct or sole negligence of the party to be 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 notify Contractor in writing, and with reasonable promptness, of any Claim that may give rise to a claim for which Contractor provides a defense. If Crown Castle fails to give notice, Contractor is still obligated to indemnify, hold harmless and defend Crown Castle and Customer, except that Contractor is not liable for any litigation expense that Crown Castle and Customer incur before the time when notice is given.
- C. At the request of Crown Castle, Contractor shall conduct such defense (employing counsel reasonably acceptable to Crown Castle), at Contractor's expense, against any Claim. In the event Crown Castle does not request Contractor to conduct such defense or where Crown Castle or Customer take over the defense from Contractor, Crown Castle or Customer may employ separate counsel, including in-house counsel, to conduct Crown Castle or Customer's defense against such Claim. Crown Castle, Customer, and Contractor shall cooperate in the defense of any Claim. Contractor may control the defense and settlement of a Claim, but if the settlement of a Claim may have an adverse effect on Crown Castle or Customer, then Contractor shall not settle such Claim without the consent of Crown Castle or Customer as applicable, and Crown Castle and Customer shall not unreasonably withhold or delay its consent.
- D. Crown Castle and Customer have no duty to indemnify, hold harmless or defend Contractor against Claims arising from or in connection with, resulting from, or relating to this Agreement or the performance of any party to this Agreement.
- E. Contractor shall have no right of, nor shall Contractor bring, any claim or action for contribution, or subrogation against Crown Castle or Customer, its or their Affiliates, or their agents or employees, nor shall Contractor implead any of them in any action brought by another, based on injury to the person or death arising out of or relating to Contractor performance under this Agreement. If, through any such action, Contractor ever acquires a lien on a judgment against Crown Castle or Customer, its or their Affiliates, or their agents or employees, then Contractor shall assign such lien to Crown Castle. Contractor waives any immunity from indemnification that Contractor may hold, by virtue of Contractor

compliance with its Workers' compensation obligations in any jurisdiction, even if such immunity arises under the constitution or statutes of such jurisdiction.

12. SAFETY AND HEALTH

- A.** Contractor shall be solely responsible for the safe performance of Work and conduct, safety and health of its Contractor Personnel and those of its Lower Tier Contractors, as well as the public, in connection with the Work, even if Crown Castle inspects, reviews, or audits the Work or Contractor's or Lower Tier Contractor's practices, programs, or procedures. Contractor shall not rely upon, nor shall Contractor be relieved of its duty to provide safe performance of the Work, by reason of (i) the presence, instructions, or advice of any Crown Castle employee, inspector, subcontractor, or agent, (ii) any requirements, specifications, or information contained in any map, plan, drawing, or instruction whether provided by Crown Castle, its agents, employees, subcontractors, or an independent contractor, (iii) any materials, supplies, tools, equipment or other items which have been furnished by Crown Castle, and (iv) Crown Castle's failure to furnish inspectors, personnel, advice, maps, plans, drawings, instructions, specifications, material or other items. Crown Castle does not undertake to provide Contractor, its Lower Tier Contractors or their Contractor Personnel with a safe place to work, and Contractor is responsible for providing such a safe place to work.
- B.** Contractor shall comply and cause Lower Tier Contractors to comply with all federal, state and local laws, ordinances, rules, regulations, standards, 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. If applicable, Contractor shall assign a "competent" person to conduct regular safety audits of the Project sites as "competent" person is defined by OSHA. Contractor shall maintain written records of safety audits for a period of at least one (1) year after termination of this Agreement. Contractor shall maintain and make available to Crown Castle written documentation necessary for compliance with applicable safety regulations including but not limited to:
- i.** Written safety manual
 - ii.** Safety training rosters and certificates, including the following, if applicable:
 - A.** OSHA 30 Hour Construction – required for all field supervisors and construction managers
 - B.** OSHA 10 Hour – required for all field crew hands
 - C.** Radio Frequency Awareness (RF Certification) – required for all crew hands, construction managers, and tower hands
 - D.** Tower Climbing Certifications (and rescue training) – required for all climbers and tower crew hands
 - E.** CPR and First Aid – required for all climbers and at least one crew member on site
 - iii.** Completed investigations of any incidents involving damage to property or work related injuries
 - iv.** OSHA Injury and Illness logs

Contractor shall develop a system to record and report tower crew personnel certifications, OSHA, EPA and other federal, state and local required information for environmental and public health and safety. Contractor shall hold safety meetings before Work at the Site begins, and make such records available to Crown Castle.

Contractor shall provide all battery disposition services in accordance with Customer guidelines and policies. The removal and management of used batteries applies to Contractor's removal of used, waste or other batteries from Sites, when performed by Contractor as part of the Work under this Agreement, including arranging for appropriate transportation of such batteries.

- C.** If applicable, Contractor shall be solely responsible for drafting and following a rigging plan that conforms to OSHA, ASME, ANSI, and TIA standards. The rigging plan shall be at the Site whenever the respective rigging is taking place. Contractor Personnel performing or drafting any rigging shall be properly trained and qualified in rigging practices and have expert knowledge of the different classes of construction. A competent rigger, as defined by ANSI/TIA 1019-A (as amended) shall be at the Site and responsible to ensure the rigging plan is suitable and is properly implemented for that Site.

- D. Crown Castle may, in its reasonable sole discretion, require the removal of any person involved with the performance of the Work, employed or subcontracted by Contractor, who does not meet criteria required in this Section 12. or for other reasons which negatively impact the performance of this Agreement by Contractor.
- E. Contractor, at its sole cost and expense, shall at all times keep the Site and adjoining premises and access roads clean of refuse caused by Contractor's operations and, at the completion of the Work, shall remove all refuse 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 promptly, Crown Castle may clean the Project site and may charge to or withhold from Contractor the expense of such cleaning.
- F. Upon notice to Contractor, including but not limited to oral or electronic mail, Crown Castle may immediately suspend all Work by Contractor and its Lower Tier Contractors, either at the specific Site or at any or all Sites at which Contractor may be performing Work for Crown Castle. Crown Castle may also suspend all Contractor work if:
- i. Contractor or Lower Tier Contractor receives one (1) notice of failure to utilize fall arrest systems in accordance with commonly recognized industry practices;
 - ii. Contractor is removed from Crown Castle's qualified vendor list for any reason;
 - iii. If Crown Castle suspends Work by Contractor for any of the reasons set forth in this **Section 12**, Work shall not resume until a NTP is provided by Crown Castle; or
 - iv. While performing Work, one (1) or more of Contractor Personnel has an Accident or injury.
- G. Contractor shall notify Crown Castle within three (3) hours of an Accident and provide an Accident report within twelve (12) hours of an Accident. Failure to notify Crown Castle or provide said Accident report shall, at Crown Castle's option, result in termination of all contracts with Crown Castle and removal of Contractor from the Crown Castle qualified vendor list. The Accident report must include at least the following information:
- i. Name of Contractor and all Lower Tier Contractors involved;
 - ii. Contact name, email address, and telephone number for additional information;
 - iii. Name of Accident victim;
 - iv. Name of employer of Accident victim if not Contractor;
 - v. Location, date and time of the Accident;
 - vi. Description of Elevated Work involved, if any, related to the Accident;
 - vii. Known causal factors;
 - viii. Condition of the Accident victim;
 - ix. Healthcare facility and status of Accident victim's treatment, if applicable and known;
 - x. Copy of any police and EMS accident reports;
 - xi. Contractor's plan to ensure similar accidents will not occur in the future; and
 - xii. Description of damaged equipment or property (if any).
- H. Promptly after the occurrence of an Accident, Contractor shall provide the following to Crown Castle, in addition to the accident report:
- i. OSHA's accident report;
 - ii. Any local or state governmental agency report related to the accident;
 - iii. OSHA's signed and final decision regarding any regulatory violations;
 - iv. All witness reports and statements and photographs;
 - v. A complete, accurate, and up-to-date copy of Contractor's OSHA 300 log (or its latest update) for the past thirty-six (36) months;
 - vi. Contractor's safety policy;
 - vii. Contractor's training policy;
 - viii. Any and all other documentation and reports relevant to the Accident/incident; and
 - ix. Copy of Contractor's insurance policy.
- I. 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 or

small cell 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. Contractor shall ensure that all climbers are trained and certified as competent climbers. Documentation of climber certification is to be maintained at the Site for each assigned climber working at the Site.

- ii. Contractor shall implement all procedures and take all measures necessary to ensure that only those Contractor Personnel who: (i) make the representations set forth in **Section I.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, small cell, or other tall 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 Contractor Personnel 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 Contractor Personnel 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 or its Lower Tier Contractor, or to verify training of the same.

- iii. The performance of any Elevated Work by Contractor Personnel: (i) who have not made the above representations; or (ii) who have not been properly trained as qualified climbers in accordance **Section I.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 hereunder, and Contractor shall be liable to Crown Castle for any damages and costs it incurred as the result of said termination.

J. 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, small cell, rooftop, or other wireless communication sites that are “live” actively 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 Personnel who make the representations set forth in **Section J.i**, and who have satisfactorily completed RFR safety training in accordance with FCC OET 65, or 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 Personnel, or to verify training of the same.
- iii. The presence at, or performance of any Work on a Live Site by Contractor Personnel: (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.

K. Background Checks and Drug Testing

- i. Contractor and Lower-Tier-Contractors must comply with Crown Castle's background check and drug testing requirements which can be found at the web site listed in **Section 5.B.** under the "Contractor Requirements" link.

13. EXCUSABLE DELAYS

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement, except for the obligation to make payments due hereunder, where such delay or failure is caused by fire, flood, explosion, war, terrorist act, 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 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 force majeure condition, Crown Castle may elect to obtain from third parties or itself perform Work that was to be performed under this Agreement by Contractor or suspend this Agreement and extend the period allowed for Contractor's performance of the Work for a period of time not exceeding the duration of the force majeure condition endured. In the event of any delay, an extension of time shall be the only remedy available to Contractor.

14. SUSPENSION

Crown Castle may at any time suspend Contractor's performance of all or any portion of the Work. Suspension of the Work shall not relieve or release Contractor from the obligation otherwise to perform the Work in accordance with this Agreement. Upon being notified of the suspension, Contractor shall immediately take such steps as may be necessary to eliminate, reduce and minimize costs. In the event of suspension, an extension of time shall be the only remedy available to Contractor.

15. TERMINATION

- A. Termination For Contractor's Material Breach. If Contractor breaches a material provision of this Agreement (as enumerated below), and does not within two (2) business days after Contractor's receipt of notice of the same from Crown Castle, in good faith initiate and diligently pursue curative actions, Crown Castle may, without prejudice to any other right or remedy it may possess hereunder, terminate any Purchase Order, Project Appendix or this Agreement and the related services of Contractor and take control of the Work and all materials 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 two (2) day period for cure is unreasonable for the circumstances despite good faith efforts, as determined by Crown Castle, Contractor shall immediately initiate curative actions and in good faith diligently pursue until the cure is complete.
 - i. 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 such event, Crown Castle 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.
 - ii. Contractor breaches any of its obligations pursuant to this Agreement and such breach is of a nature which could create a danger to human health, property or the environment or which could expose Crown Castle to third party liability under any law, rule, regulation or order of any federal, state or local government or under Crown Castle's contract with Customer.
 - iii. Contractor causes or permits its interest in any Contract Document to pass to any trustee, receiver, custodian or assignee for the benefit of creditors, or otherwise by operation of law. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, this Agreement and all rights of Contractor and those claiming through Contractor under this Agreement or any other Contract Document will automatically cease and terminate, upon notice and opportunity to cure as set forth in **Section 15.A.**, above: (a) if Contractor's interest in any Contract Document is taken in execution or by other process of law; (b) if a proceeding under any arrangement of debt, insolvency, readjustment of debt, or receivership law or statute is filed

by Contractor; (c) if a proceeding under any arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed against Contractor by a third party and is not dismissed within sixty (60) days; (d) if Contractor makes an assignment for the benefit of creditors or otherwise ceases to exist; or (e) if Contractor takes any corporate action to authorize any of the actions described in this **Section 15.A.iii**. If this Agreement terminates in accordance with this **Section 15.A.**, Crown Castle may, without prejudice to any other right or remedy it may possess, take control of the Work and all materials and may proceed with the completion of the Work as contemplated by the Contract Documents by whatever method deemed expedient by Crown Castle, and Crown Castle's obligations for payment to Contractor shall be as set forth in **Section 15.B.**, below.

- iv. Violations of laws, ordinances, rules, regulations, standards, or orders of a public authority.
 - v. 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.
 - vi. Contractor fails to make payments to any Lower Tier Contractor for labor, services, Work, material or equipment.
 - vii. Contractor or Lower Tier Contractor files a notice of intention to file a mechanic's lien or files a mechanic's lien.
- B.** Crown Castle may immediately terminate this Agreement and/or any Work in progress, in the event of Contractor's negligence or willful misconduct, or if Contractor breaches any of its obligations pursuant to this Agreement and such breach is of a nature which could create a danger to human health, property or the environment, or which could expose Crown Castle to third party liability under any law, rule, regulation or order of any federal, state or local government or under Crown Castle's contract with its Customer or landowner. Notice of such termination may be made verbally, subject to confirmation in writing as soon as practicable thereafter. In the event of such termination, Contractor shall not be afforded the opportunity to cure the default(s) which precipitated such termination, and Crown Castle may 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. The expense of completing the Work shall be payable by Contractor to Crown Castle.
- C.** The cost of completion by Crown Castle in the event of a termination based on the occurrence of any of the conditions specified in **Sections 15.A.i-vii.** above, shall be deducted from the unpaid balance, if any, then due Contractor under the Contract Documents, and Contractor shall not thereafter be entitled to recover further payments until the Work shall have been duly performed and accepted by Crown Castle. If the ultimate cost of any completion by Crown Castle is in excess of the unpaid balance, Contractor shall reimburse Crown Castle for the amount of such excess within thirty (30) days of receipt by Contractor of an invoice therefor.
- D.** In the event Crown Castle terminates this Agreement for cause, Crown Castle shall have no obligation to pay Contractor for deficient work or Work which is not in compliance with the Contract Documents.
- E.** Termination For Crown Castle's Convenience. Crown Castle may terminate this Agreement, or any one or more Project Appendices or Purchase Orders, without cause, by written notification to Contractor. Contractor shall, as of the date of termination and as applicable: (i) terminate all orders in connection with the Work so terminated, to the extent the same can be terminated without cost to Crown Castle or Contractor; (ii) terminate and settle, subject to approval of Crown Castle, other orders and subcontracts where the cost of settlement will be less than costs which would be incurred if such orders and subcontracts were to be completed; and, (iii) if directed by Crown Castle and to the extent stated in the notice of termination, do such Work as may be necessary to preserve the Work in progress. If Crown Castle terminates this Agreement or any one or more Project Appendices or Purchase Orders pursuant to this **Section 15.E**, Contractor shall be compensated for Work properly performed prior to and in connection with such termination.
- F.** Contractor shall return all work product to Crown Castle promptly upon receipt of notice of termination.

16. 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. 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 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.
- D. Upon completion and Crown Castle's written acceptance of the Work, Crown Castle shall have title to all completed portions of the Work. Prior to Crown Castle's acceptance of the Work, Contractor shall bear all responsibility for damage or loss to property or Work performed up to the time of such damage or loss, as well as for materials delivered to or by Crown Castle which are intended to become a part of the Work. Contractor shall replace or repair said Work or materials at its own expense to the complete satisfaction of Crown Castle. Contractor shall bear the risk of loss or damage to Contractor's property used in the construction of the Work but which does not become a part thereof.

17. LAWS, PERMITS, AND TAXES

- A. At its expense, Contractor shall comply with, and shall ensure that its Lower Tier Contractors shall comply with, all federal, state and local laws, ordinances, rules, regulations, standards, and orders required for the performance of the Work. Contractor shall ascertain whether the specifications, drawings or other Contract Documents are at variance with any such laws, ordinances, rules, regulations and orders and shall promptly notify Crown Castle of any such variance. Contractor shall secure all licenses, permits, certifications, approvals, authorizations, and inspections, pay all related charges and fees and give all notices necessary in order to be compliance with the Law, except as otherwise provided in the Contract Documents. Contractor shall have the responsibility to ensure that all of its Work and that of its Lower Tier Contractors comply with said laws, ordinances, rules, regulations and orders.
- B. Unless otherwise agreed in writing, Contractor shall be responsible for the administration and payment of: (i) all taxes, fees and contributions on or measured by the net income, or assets of Contractor, and (ii) all sales and use type taxes pertaining to tools, office supplies and similar items used by Contractor in carrying on the Contractor trade or business.
- C. Contractor and its Lower Tier Contractors shall pay all taxes 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, Affiliates, Customer, and landowner harmless from any liability arising out of or related to 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, failure to pay any such taxes, or improper worker classification.
- D. Contractor and its Lower Tier Contractors shall file such returns, reports or forms necessary for the payment of taxes.
- E. Upon written request, Contractor shall submit to Crown Castle written confirmation of any filings or payments of all taxes, including government furnished receipts and detailed documentation by the federal government or any applicable states. Crown Castle reserves the right to contest, or cause Contractor to contest, any such tax, fee or assessment, and Contractor shall use its best efforts in cooperating with Crown Castle in any such contest. Crown Castle reserves the right to contest, or

cause Contractor to contest, any such tax, fee or assessment, and Contractor shall use its best efforts in cooperating with Crown Castle in any such contest.

- F. If provided by Contractor, Contractor shall pay all royalties and license fees in connection with the materials installed and labor performed in conjunction with the Work.
- G. Contractor must conduct business with Crown Castle in an ethical manner. Contractor shall not directly or indirectly, make, offer, cause to be made, accept, request, suggest, direct or otherwise induce any bribe, payment, loan, commission, hospitality, gift of money, kick-back, inducement or anything of value or other advantage (individually or collectively "Bribery") to any official, employee, agent or instrumentality of any government, including legislative, administrative or judicial positions, or any public international organization or any other person, company or legal entity to gain any advantage for Crown Castle or Customer, or violate any economic or trade sanctions, in connection with any transaction relating to this Agreement that could result in a violation of any laws relating to Bribery, including without limitation the Foreign Corrupt Practices Act.
- H. None of the Work shall be performed or provided and no information related to this Agreement shall be collected, stored, handled or accessed by Contractor or its Lower Tier Subcontractors at any location outside of the United States without the prior written approval of Crown Castle.

18. BONDS

- A. Crown Castle may require Contractor to furnish performance and payment bonds covering the faithful performance of all or any part of the Work and the payment of all obligations arising as a result thereof. Such bonds shall be issued by a company licensed to do business in the states in which the Work is to be performed and holding a certificate of authority as an acceptable surety on fidelity bonds from all governmental authorities with competent jurisdiction. Such bonds shall remain in full force and effect through the completion of the Work and for one year after Final Acceptance and shall protect Crown Castle against damages resulting from defects in the Work, improper or incomplete Work or other default in the performance of the Work and default in payment to Lower Tier Contractors.

19. AUDIT

- A. Contractor shall maintain complete and accurate records relating to the Work and the performance of this Agreement. Crown Castle and Customer and its or their auditors (including internal audit staff and external auditors) and governmental authorities shall have the right to review such records, to verify the following:
 - i. The accuracy and integrity of Contractor's invoices and payment obligations hereunder;
 - ii. That the Work charged for was actually performed;
 - iii. That the Work has been and is being provided in accordance with this Agreement;
 - iv. The integrity of Contractor's systems that process, store, support, maintain, and transmit Crown Castle and Customer data;
 - v. The performance of Contractor's Lower Tier Contractor's with respect to any portion of the Work; and
 - vi. That Contractor and its Lower Tier Contractors are complying with laws.
- B. Contractor shall provide and shall require that its Lower Tier Contractors provide to Crown Castle and Customer, its or their auditors (including internal audit staff and external auditors), and governmental authorities access at all reasonable times to:
 - i. Any facility at which the Work or any portion thereof are being performed;
 - ii. Systems and assets used to provide the Work or any portion thereof;
 - iii. Contractor Personnel providing the Work or any portion thereof; and
 - iv. All Contractor and Lower Tier Contractor records, including financial records relating to the invoices and payment obligations and supporting documentation, pertaining to the Work.

The scope of audits shall also include:

- i. Practices and procedures used in performing the Work;

- ii. Systems, communications and information technology used in performing the Work;
- iii. General controls and security practices and procedures;
- iv. Supporting information and calculations regarding invoices and compliance with service requirements;
- v. Quality initiatives and quality assurance; and
- vi. Compliance with the terms of this Agreement.

Crown Castle and Customer's access to the records and other supporting documentation shall include the right to inspect and photocopy Contractor's documentation and the documentation of its Lower Tier Contractors, and the right to retain copies thereof outside of their physical location with appropriate safeguards, if such retention is deemed reasonably necessary by Crown Castle or Customer.

- C. Audits may be conducted once a year (or more frequently if requested by governmental authorities who regulate Crown Castle or Customer's business, if required by applicable law or if auditors require follow-up access to complete audit inquiries or if an audit uncovers any problems or deficiencies), upon at least three (3) business days advance notice (unless otherwise mandated by law). Contractor will cooperate, and will ensure that its Lower Tier Contractors cooperate, in the audits, and will make the information reasonably required to conduct the audits available on a timely basis.
- D. All payments made pursuant to this Agreement by Crown Castle shall be subject to final adjustment, as determined by audit performed pursuant to this Agreement.

20. CONFIDENTIALITY

- A. Contractor shall hold Confidential Information received from Crown Castle, Affiliates, or Customer 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 and who are under a similar written obligation of confidentiality. 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 CCI Sites related information except to improve Contractor's efficiency in performing the Work. Contractor shall only use the proprietary information of Crown Castle or Customer for the purpose of the Work for which it is available or disclosed. No ownership right in Crown Castle or Customer proprietary information is transferred to Contractor 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 Confidential Information; (v) disclosed pursuant to written consent of the transmitting party; 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. Contractor's obligations with respect to any particular Confidential Information of Customer shall remain in effect, including after the expiration or termination of this Agreement, until such time as it qualifies under one of the exceptions set forth in clause (B) above. Contractor understands and acknowledges that Contractor information related to installation, operation, repair, or maintenance of material shall not be considered confidential or proprietary, and Crown Castle and Customer may disclose any such information for purposes of installing, operating, repairing, replacing, removing, and maintaining the material.
- D. Contractor will neither adversely affect the reputation of Crown Castle, Affiliate, Customer, or landowner, nor disclose any information to any person or entity concerning any of their business affairs.
- E. 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.

21. INTELLECTUAL PROPERTY

- A.** 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.
- B.** Crown Castle shall be the exclusive owner of all right, title, and interest in and to all Paid-For Development (defined below), including, without limitation, all Intellectual Property rights therein and thereto. Contractor shall assign or have assigned to Crown Castle and hereby assigns to Crown Castle all Intellectual Property rights in and to the Paid-For Development. “Paid-For Development” shall mean any and all Items to the extent specifically produced or developed by or on behalf of Contractor or its employees, agents, or direct or indirect contractors or suppliers (and whether completed or in-progress), or forming part of any deliverable, pursuant to this Agreement for the development of which Crown Castle has been charged monies (“Development Fees”). Payment of standard license fees or standard maintenance and support fees shall not be deemed payment of Development Fees under this subsection. Paid-For Development shall always exclude all Excluded Materials, but shall include (without limitation) any modifications, alterations or updates of any Excluded Materials (“Enhancements”) that otherwise fall within the definition of Paid-For Development (“Paid-For Enhancements”). Crown Castle’s ownership of Paid-For Enhancements shall be subject to Contractor’s underlying rights and ownership in Contractor’s Excluded Materials.
- i.** “Items” shall mean any or all inventions, discoveries, ideas (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts, drawings, processes, data or other information or documentation in preliminary or final form, and all Intellectual Property Rights in or to any of the foregoing.
 - ii.** “Excluded Materials” shall mean: i) Contractor’s Pre-Existing Materials; ii) Contractor’s Independently Developed Materials; and iii) Contractor’s Mere Reconfigurations.
 - iii.** “Contractor’s Pre-Existing Materials” shall mean those Items owned by Contractor to the extent and in the form that they both existed prior to the date Contractor began any work under this Agreement and were created without any use of any Customer or Crown Castle Items. Contractor’s Pre-Existing Materials shall not, however, include Paid-For Enhancements thereto.
 - iv.** “Contractor’s Independently Developed Materials” shall mean those Items that have been developed by Contractor, or on Contractor’s behalf, both i) without use of any Customer or Crown Castle Items; and ii) independently of any work performed under any Agreements.
 - v.** “Contractor’s Mere Reconfigurations” means those specific reconfigurations of Contractor’s pre-existing software performed by Contractor, or on Contractor’s behalf, but only to the extent that such reconfiguration is an alteration to such software which is strictly required to permit Contractor’s software to function on Customer’s network or service platform. In no event shall Contractor’s Mere Reconfigurations include enhancements, modifications, or updates that are not contained in Contractor’s Pre-Existing Materials and that add any features, functionality, or capabilities.
- C.** License Grant to Excluded Materials. If and to the extent that Contractor embeds any Excluded Materials in the Paid-For Development, Contractor hereby grants and promises to grant and have granted to Crown Castle, and their Affiliates a royalty-free, nonexclusive, sub-licensable, assignable, transferable, irrevocable, perpetual, world-wide license in and to the Excluded Materials and any applicable Intellectual Property Rights of Contractor to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for Crown

Castle's, or any of their Customer's behalf or benefit) the Excluded Materials but only as embedded in the Paid-For Development by Contractor.

- D. Further Acts and Obligations. Contractor will take or secure such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be reasonably requested by Crown Castle to evidence, transfer, perfect, vest or confirm Crown Castle's right, title and interest in any Paid-For Development. Contractor shall, in all events and without the need of Crown Castle's request, secure all Intellectual Property Rights in any Paid-For Development (and any licenses specified above in any Excluded Materials) from each employee, agent, subcontractor or sub-contractor of Contractor who has or will have any rights in the Paid-For Development or Excluded Materials.
- E. Reservation of Rights and Limited License. Notwithstanding any other provision in this Agreement, Crown Castle or Customer is not transferring or granting to Contractor any right, title, or interest in or to (or granting to Contractor any license or other permissions in or to) any or all: a) Items created by or on behalf of Crown Castle or Customer or directly or indirectly provided to Contractor (in any form, including, without limitation, verbally) by or on behalf of Crown Castle or Customer or its third party providers ("Crown Castle Provided Items"); b) Paid-For Development or c) Intellectual Property Rights, including, without limitation, any Intellectual Property Rights in or to any Crown Castle Provided Items or Paid-For Development. Paid-For Development and Crown Castle Provided Items shall constitute Customer Information under this Agreement.

22. PUBLICITY

- A. Contractor shall not publicly advertise or publish information concerning the entry into, execution of, terms or delivery of this Agreement, including, but not limited to the nature of this Agreement, its terms or conditions, or the terms and conditions of a Contract Document issued hereunder, the Site, or Work without the prior written consent of Crown Castle. Contractor shall not take any photos of the Sites or Work unless required under the Contract Documents.
- B. Contractor shall not use the name, trademark, service marks, designs, logos, or symbols of Crown Castle or its Affiliates, Customers, landowners, or partners with respect to any advertising, promotion, publicity, internet posting, or representation that Contractor may make in connection with its business, services and/or product lines, as applicable, without the prior written consent of Crown Castle.
- C. Contractor, its employees, agents and Lower Tier Contractors, shall refer any questions from the media or third parties regarding the Work to Crown Castle and shall not discuss the Work with the media or third parties. A breach of this Publicity Section shall be deemed a material breach of this Agreement.

23. NOTICES

- A. Any notice delivered under this Agreement shall be in writing and shall be delivered by facsimile (with receipt confirmed), 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 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 confirmed receipt of such facsimile as shown by a facsimile confirmation report.

24. 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, filing of tax returns, withholding of income taxes, compliance with all laws relating to workers' compensation insurance and claims, unemployment compensation insurance and disability insurance. All persons employed by Contractor in the performance of the Work shall be under the sole direction and control of Contractor and shall not be considered for any purpose to be the employees or agents of Crown Castle or Customer. Contractor shall be solely responsible for the acts and omissions of its Contractor Personnel and those of its Lower Tier Contractors. Nothing in this Agreement shall create any contractual obligation or other liability of Customer to Contractor or any Lower Tier Contractor or its employees. Contractor agrees to bind every Lower Tier Contractor to terms consistent with the terms of this Agreement applicable to the Work to be performed by each such Lower Tier Contractor.

- B. The parties acknowledge that Crown Castle 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 which 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 Customer or potential Customer 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.

25. LIMITATION OF LIABILITY

- A. IN NO EVENT SHALL CROWN CASTLE, AFFILIATE, OR CUSTOMER BE LIABLE TO CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS, LOWER TIER CONTRACTORS, CONTRACTOR PERSONNEL, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. 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.

26. APPLICABLE LAW; VENUE

Unless as otherwise stated 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 or an Affiliate 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.

27. 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.

28. SITE ACCESS; CUSTOMER SERVICES

From time to time, Contractor may be directly or indirectly hired by another party, Customer, Customer's subcontractors, or landowners to perform certain services for it at certain Crown Castle Site(s) ("Customer Services"). As consideration for Crown Castle permitting Contractor to access the Site to perform Customer Services, Contractor agrees, and will require Lower Tier Contractors to do the same,

that it: (i) shall provide notice to Crown Castle's Network Operations Center at 1-800-788-7011 prior to entering and upon leaving a Site; and (ii) with regard to the Customer Services, shall be bound by the following provisions of this Agreement, along with any other referenced provisions and exhibits, entitled as below or of similar such language, and any other applicable provisions and exhibits; and (iii) shall cause its Lower Tier Contractors to be bound by the same:

- i. Pricing, Payment, and Liens
- ii. Standards, Specifications and Drawings
- iii. Warranty
- iv. Subcontracting
- v. Indemnification
- vi. Safety and Health
- vii. Insurance
- viii. Laws, Permits and Taxes
- ix. Suspension
- x. Termination
- xi. Inspection

In the event Contractor performs Customer Services without an NTP or causes damage to the Site, Crown Castle has the right to immediately remove Contractor or its Lower Tier Contractor from the Site or all Sites and recoup costs for any damages.

29. 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.

30. 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.

31. SEVERABILITY

If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by law, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

32. ASSIGNMENT

Contractor shall not assign any right or interest under this Agreement or, unless otherwise provided under **Section 7** of this Agreement; delegate any obligation under this Agreement or any other Contract Document without the prior written consent of Crown Castle. In the event that Crown Castle shall consent to any assignment, the Contractor shall remain wholly liable for any Work by, or actions of, or any other obligations of such transferee. Crown Castle may assign this Agreement or any related agreements to Affiliates.

33. CONSTRUCTION

This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question. The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Project Appendix, Purchase Order, Scope of Work, or Exhibit mean a Section, Project Appendix, Purchase Order, Scope of Work, or Exhibit contained in or attached to this Agreement, all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define,

modify or describe the scope or intent of any of the terms of this Agreement. If any date herein set forth for the performance of any obligations by either party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (i) "including" shall mean including, without limitation; (ii) "or" shall mean and/or (unless indicated otherwise); and (iii) "discretion" means within the applicable party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended. In the event of a conflict between any provisions of the Contract Documents, the more restrictive provision shall apply.

34. TERM OF AGREEMENT

This Agreement shall become effective upon full execution. Unless sooner terminated in accordance with **Section 15**, this Agreement shall remain in force and effect for a one (1) year period, with automatic renewal for successive one (1) year periods.

35. ENTIRE AGREEMENT

This Agreement constitutes 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, acknowledgement or other document issued by Contractor (whether or not signed by Crown Castle) be considered part of, or an amendment or modification to, this Agreement.

36. SURVIVAL

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

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. Vice President and Chief Operating Officer

Date: March 16, 2016

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 - Services

Facsimile: 724-743-7022

Contractor:

Legal Entity Name: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Notices to Contractor:

Street Address: _____

City, State, Zipcode: _____

Attention: _____

Phone: _____

Facsimile: _____

E-mail: _____

**EXHIBIT A
INVOICING REQUIREMENTS**

The following information must be included with each invoice submitted to Crown Castle for payment.

- 1) **All** inquiries about invoices that are less than thirty days past due must be directed to the “**Field Contact**” listed on the face sheet of the Purchase Order. Invoices over thirty days past due, without contractor cause, can be directed to Supply Chain Management at purchasing@crowncastle.com for investigation.
- 2) Contractor’s Legal entity name, address and invoice number. Changes to submitted invoice must have a revision number.
- 3) Invoice date must reflect vendor’s actual issued date, pre-dated invoices are never acceptable.
- 4) Crown Castle Purchase Order Number must be clearly indicated. Invoices without the 6-digit Purchase Order number cannot be processed for payment.
- 5) If allowed by the Purchase Order terms; freight costs from common carriers are reimbursable at costs, when supported by the carrier’s priced bill of lading. If allowed by the Purchase Order terms, freight being charged to Crown Castle for small shipments from a UPS or Federal Express only requires the bill of lading number on the invoice. All shipping costs charged to Crown Castle are subject to Article 16, Inspection; Audit.
- 6) Invoice line items must match the Crown Castle purchase order line items.
- 7) Freight and Sales Taxes, when applicable, are to be added below the subtotal of the costs of Purchase Order line items. When Sales Tax does not apply to the entire invoice, please include the Sale Tax rate that was applied to the taxable items.
- 8) **Send invoices to:**
 - Original To:** Accounts.Payable@crowncastle.com in .pdf, tiff or jpg format. Please state your vendor name, Invoice (the word) and Invoice Number in the subject line of the email for quicker routing through our systems. Please submit one invoice per email. If you cannot email the invoice please send to:

Crown Castle
Attention: Accounts Payable Dept.
2000 Corporate Drive
Canonsburg, PA 15317
 - **Copy To:** To ensure timely processing of your invoice, send an email copy of invoice to the email address of the “**Field Contact**” listed on the face sheet of the Purchase Order.

EXHIBIT B
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 operations
- b) Contractual liability to cover the indemnity obligation of this Agreement without exception
- c) Personal injury liability (employment exclusion deleted)
- d) Worldwide and/or global liability coverage if work is performed in Puerto Rico or outside the Continental United States of America.

Required for all Work Types:

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

Required for Work Type "E2" (Environmental) only:

Minimum limits (Professional Liability) for the foregoing coverage shall be \$2,000,000 per occurrence, \$2,000,000 general aggregate.

ii. Professional liability insurance covering the scope of services described in the applicable Project Appendix to be performed by Contractor, with minimum limits of \$1,000,000 for each claim and \$1,000,000 in the aggregate. Contractor shall maintain such coverage in effect for not less than three years from Final Completion of the last Project performed by Contractor pursuant to this Agreement if a "claims-made" policy, but not required if "occurrence" type.

iii. 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.

iv. **Required for Work Type "A3" allowing for Elevated Work:**

Umbrella form of Excess Liability is required offering coverage that is at least as broad as the underlying form of insurance coverage, with minimum limits of \$5,000,000 for each occurrence and \$5,000,000 in the aggregate.

v. 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.

B. The insuring carriers and the form of the insurance policies shall be subject to reasonable approval by Crown Castle and shall provide that not less than thirty calendar days' prior written notice shall be given to Crown Castle prior to cancellation or termination of said policies of insurance. The required insurance shall be procured from an insurance company eligible to do business in the state or states where Work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies,, except that, in the case of Workers' Compensation insurance, Contractor may procure insurance from the state fund of the state where Work is to be performed. **Crown Castle and its parent, joint ventures, subsidiaries, and affiliates, as their interest may arise**, shall be named as additional insured's 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. Pursuant to the applicable Project Appendix, Crown Castle may require that its customer and/or landowner 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 and landowner, if any. 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 coverage's with limits in addition to or greater than those described above. Any failure of Crown Castle to request the required certificates of insurance shall not be construed as a waiver of that requirement and shall pose no liability upon Crown Castle.

SAMPLE