

LICENSE AGREEMENT TO ATTACH, INSTALL, OPERATE, AND MAINTAIN

This License Agreement ("Agreement" or "License Agreement"), dated as of _____, 201_ ("Effective Date") is issued by the CITY OF XXXXXX, a municipal corporation, ("City" or "XXXXXX" or "Licensor") to [ENTITY NAME], [INSERT ENTITY TYPE] ("Licensee"). Licensor and Licensee are sometimes individually referred to as a "Party" and collectively as the "Parties." Except as indicated otherwise, all references to Licensor include its elected officials, officers, directors, employees, agents, and volunteer Except as indicated otherwise, all references to Licensee include its personnel, employees, agents, and subcontractor

RECITALS

WHEREAS, Licensor is the owner of certain City-owned Light Poles (as defined below) in the City of _____, State of _____; and WHEREAS, Licensee seeks to install, operate, and maintain certain antenna and accessory equipment on certain City-owned Light Poles for receiving and/or transmitting voice, data, image, graphic, or video programming information by wire, cable, fiber optics, laser, microwave, antenna, radio, satellite transmission, or other similar mediums, with or without the benefit of any closed transmission medium for Licensee's customers ("Telecommunications Services"); and WHEREAS, subject to the terms and conditions of this Agreement, the City is willing to allow Licensee's use of City-owned Light Poles for the Licensee Facilities (as defined below). NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, this License Agreement is issued under the following covenants, terms, and conditions:

1. Definitions.

1.1. "Agency" means any governmental agency or quasi-governmental agency other than the City, including the FCC and the PUC.

1.2. "Antenna" or "Antennas" means the antenna portion of a Licensee Facility.

1.3. "City" or "_____" means the City of _____, a municipal corporation and charter city, located in _____.

1.4. "Commencement Date" means the first day of the month following the month in which (a) XXXXXX issues the Notice to Proceed to Licensee for the installation of the Licensee Facilities on a City-owned Light Pole; and (b) a Supplement is fully executed by the Parties.

1.5. "Completion of Work" means Licensee's completion of all installations per the Site Plan, restoration of all disturbed surfaces to applicable standards, site clean-up, and submittal of as-built plans and City inspector approvals to the City.

1.6. "Emergency Condition" or "Emergency Situation" means any condition, as reported by Licensee or determined by XXXXXX that constitutes an unsafe condition or threat to persons or property and/or adversely affects the integrity or operability of the City-owned Light Pole where the Licensee Facilities are mounted.

1.7. "FCC" means the Federal Communications Commission or successor entity.

1.8. "Fee" means any assessment, license, charge, fee, imposition, real or personal property tax (but excluding any utility users tax or franchise fees), possessory interest tax, or levy of

general application to Persons doing business in the City lawfully imposed by the City, any Agency or governmental body.

1.9. "Laws" means any and all applicable judicial decisions, statutes, constitutions, ordinances, resolutions, regulations, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other Agency having joint or several jurisdiction over the parties to this License Agreement, in effect either at the time of execution of this Agreement or at any time during the Term of this Agreement.

1.10. "Licensee" means the Licensee as defined above and its lawful successors, assigns, and transferees.

1.11. "Licensee Facility" or "Licensee Facilities" means Licensee owned and operated Antennas, equipment enclosure and cabling for providing Telecommunication Services on those City-owned Street Light Poles set forth in a Supplement.

1.12. "Light Pole" or "City-owned Light Pole" means the street light poles owned and operated by the City of XXXXXX within the Public Right-of-Way, including any Replacement Light Pole approved and accepted by the City. Licensee shall not attach Licensee Facilities to a Light Pole without a fully executed Supplement.

1.13. "Notice to Proceed" means City's letter transmitting the approved Site Plan, Schedule of Performance, Right of Way Construction Permit and other City approvals submitted by Licensee for the Licensee Facilities.

1.14. "PUC" means the Public Utilities Commission or successor entity.

1.15. "Person" means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, and any other form of business association, other than Licensee.

1.16. "Provision" means any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this License Agreement that defines or otherwise controls, establishes, or limits the performance required or permitted by any Party. All Provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

1.17. "Public Right-of-Way" means in, upon, above, along, across, under, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including, without limitation, all public utility easements and public service easements, as the same now or may thereafter exist that are under the jurisdiction of the City. This term shall not include any property owned by any Person or Agency other than the City except as provided by applicable Laws or pursuant to an agreement between the City and any such Person or Agency.

1.18. "Radio Frequency Emission Exposure Limits" or "RFES" means the General Population /Uncontrolled Exposure Limits set by the FCC.

1.19. "Replacement Light Pole" means a street light pole furnished by Licensee when Licensor requires a replacement of a Light Pole.

1.20. "Right-of-Way Construction Permit" means a written permit to perform work in and upon public streets subject to approval of the City Engineer of the Licensor's

Public Works Department ("City Engineer") or designee in accordance with the procedure set forth in Section 6.1 of this Agreement. Once the approval of the City Engineer is obtained and the City has issued the applicable Notice to Proceed, the Right of Way Construction Permit shall be incorporated into the applicable Supplement. Any Right of Way Construction Permit approved by City prior to the Effective Date shall be attached and incorporated by reference into the applicable Supplement.

1.21. "Schedule of Performance" means project schedule submitted by Licensee and approved by the City for installation per the Site Plan. The Schedule of Performance shall be approved by the City in the manner set forth in Section 6.1 of this Agreement. Once the City has approved the Schedule of Performance and the City has issued the applicable Notice to Proceed, the Schedule of Performance shall be incorporated into the applicable Supplement. Any Schedule of Performance approved by City prior to the Effective Date shall be attached and incorporated by reference into the applicable Supplement.

1.22. "Site Plan" means City-approved drawings, sketches, and specifications pertaining to the Licensee Facilities or any Replacement Light Pole submitted by Licensee detailing method of construction and mounting, vault and conduit installation, power supply, vents, and other information deemed necessary by XXXXXX in its sole discretion. In addition to the foregoing, the Site Plan shall also contain the City-approved traffic control plans, project schedule, and site layout. The Site Plan shall be subject to the City's approval in the manner set forth in Section 6.1 of this Agreement. Once the City has approved the Site Plan and the City has issued the applicable Notice to Proceed, the Site Plan shall be attached to and incorporated into the applicable Supplement.

1.23. "Supplement" means that document in substantially the form attached hereto as Exhibit A and incorporated by reference containing information related to Licensee Facilities attachments to City-owned Light Poles. A Supplement shall be effective and incorporated into this Agreement once the Supplement is fully executed by the Parties and, upon such execution, the Supplement shall be incorporated into this Agreement.

2. TERM.

The initial term of this Agreement shall be ten (10) years commencing upon the Effective Date of this Agreement, unless otherwise terminated in accordance with the Provisions of this Agreement ("Initial Term"). Following the Initial Term, if not terminated, the License Agreement shall automatically be renewed for [NUMBER AND LENGTH OF EXTENSIONS; EXTENSIONS MAY NOT EXCEED A CUMULATIVE TOTAL OF 15 YEARS, e.g., three successive extension terms of five (5) years each] (each a "Extension Term") on the same terms and conditions as set forth in this Agreement unless either Licensor or Licensee terminates this Agreement by written notice to the other Party at least ninety (90) Days prior to the expiration of the Initial Term or any Extension Term, as applicable. The "Term" shall refer to the Initial Term and each Extension Term (if applicable), unless expressly stated elsewhere within this Agreement.

3. SCOPE OF LICENSE.

3.1. General. Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws for the use of any and all parts of the Public Right-of-Way only, exclusively or concurrently, with any other Person or Persons, and

further shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title as of the installation of any Licensee Facility, which may affect the Public Right-of-Way. Licensee shall not infringe on any of the foregoing without the written approval of the affected Party. In case of such infringement, Licensor may terminate this Agreement with ten (10) days written notice in the event such infringement is not cured within thirty (30) days of written notice from Licensor of such infringement. Nothing in this License Agreement shall be deemed to grant, convey, create, or vest a perpetual (a) real property interest in land in Licensee, including any fee or leasehold interest, easement, or any franchise rights; or (b) interest in the City-owned Light Poles.

3.2. Authorization. During the Term, the City hereby authorizes Licensee to attach, install, operate, maintain, remove, reattach, reinstall, relocate, enhance, and replace Licensee Facilities in or on the City-owned Light Pole(s) identified in the applicable Supplement located within the Public Right-of-Way for the purpose of providing Telecommunication Services to Persons located within or without the limits of the City; provided, however, Licensee shall have no such authorization until Licensee submits and receives City-approval for any all applicable Site Plans, Schedules of Performance, and Right-of-Way Construction Permits in accordance with Section 6.1 of this Agreement. Licensee shall only use the Licensee Facilities for Telecommunication Services only. Licensee agrees that it shall not sublet any space on Licensee Facilities to any third party or allow any colocation of facilities on Licensee's Facilities. During the Term of this Agreement, the exact planned location of the Licensee Facilities shall be disclosed, in writing, to the City by Licensee at least thirty (30) days prior to its installation, removal, or relocation and in accordance with Section 6 requirements below. Such identification shall be incorporated in the applicable Supplement.

3.3 Nonexclusive

3.3.1 Licensee acknowledges and understands that the Light Pole is public property dedicated for public purposes and that these purposes have priority over any other use, including Licensee's use of the Light Pole. Licensee shall not interfere with Licensor's use of the Light Poles.

3.3.2 This License is a non-exclusive license, and Licensor reserves the right to allow the Light Poles to be used by other parties, except that Licensor shall not allow any other party to physically occupy that portion of the Light Poles where the Antenna is located. Notwithstanding the foregoing, Licensor reserves the right to make additions, deletions, or modifications to its own facilities on the Light Poles.

3.4. Permits. This License is expressly made contingent upon Licensee obtaining all applicable certificates, permits, entitlements, environmental review, studies, and other approvals that any federal, state, or local authority may require for the construction and operation of Licensee's Facilities and, if applicable, the construction of a Replacement Light Pole. Licensee shall bear the sole cost and expense related to the procurement of these approvals.

3.5. Non-interference. Except as permitted by applicable Laws or this License Agreement, in the performance and exercise of its rights and obligations under this License Agreement, Licensee shall not interfere in any manner with the existence and operation of any and all Public Right-of-Way and/or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable

television, and other telecommunications (existing as of the placement of the applicable Licensee Facilities), utility, and municipal property without the express prior written approval of the owner or owners of the affected property or properties. In case of such interference, Licensors may terminate this Agreement with ten (10) days written notice in the event such interference is not cured within thirty (30) days of written notice from Licensors of such interference. If particular Licensee Facilities are the source of the interference, Licensors may terminate this Agreement with respect to Licensee's right to use those City-owned Light Poles with interfering Licensee Facilities as well as the right to use those City-owned Light Poles in the same Supplement. Such termination shall be effective with ten (10) days written notice in the event such interference is not cured within thirty (30) days of written notice from Licensors of such interference.

3.6. Compliance with Laws. Licensee shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this License Agreement.

3.7. Work Standards. Licensee agrees to install, operate, and maintain the Licensee Facilities and, when applicable, install a Replacement Light Pole in accordance with the terms of this Agreement, all applicable Laws, including all traffic Laws (including, without limitation, those set forth as DOT standards) and in accordance with applicable Right-of-Way Construction Permit, Site Plans and Schedule of Performance as may be added and incorporated into the applicable Supplement. Licensee will comply with applicable Laws. Licensee acknowledges that XXXXXX makes no warranties or representations regarding the fitness, safety, or suitability of any of XXXXXX's property for the installation of the Licensee Facilities and that any performance of work or costs incurred by Licensee or provision of Telecommunication Services contemplated under this License Agreement by Licensee is at Licensee's sole risk, except as otherwise expressly provided herein. Further, Licensee's work under this License Agreement will be performed fully in compliance with the requirements in this License Agreement and more specifically as set forth in Section 3.8 below.

3.8 Work and Safety Requirements. This section contains minimum requirements and specifications governing use and occupancy of City-owned Light Pole(s) and any other such equipment owned by XXXXXX.

3.8.1 Where applicable, Licensee Facilities shall be placed, installed, and maintained accordance with the requirements and specifications of the rules and regulations of the Public Utilities Commission, including General Order No. 95 (G.O. 95), General Order No. 128 (G.O. 128), the National Electrical Code (N.E.C.), the National Electrical Safety Code (N.E.S.C.), the rules and regulations of the Occupational Safety and Health Act (OSHA), all of which are incorporated herein by reference in this Section 3.8, and of any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent specification and/or rule shall apply. If applicable, the requirements of this subsection apply to any Licensee installation of a Replacement Light Pole.

3.8.2 All requirements of the National Electrical Safety Code (N.E.S.C.) referred to in this Agreement shall mean the current edition of such code, and shall include any additional requirements of any applicable Federal, State or Municipal Code or regulatory body, Agency, or other governing authority having jurisdiction over the subject matter, including the CPUC, where applicable. Reference to either the Safety Code, or to N.E.S.C., shall have the same meaning.

3.8.3 The Licensee Facilities shall be structurally and aesthetically compatible with XXXXXX's facilities in accordance with the applicable Site Plan. If Licensee Facilities are not compliant with this foregoing requirement, Licensee (at Licensee's sole cost and expense) shall remove any such non-compliant Licensee Facilities or make Licensee Facilities compliant upon the reasonable request of XXXXXX. Licensee shall remove non-compliant Licensee Facilities or make Licensee Facilities compliant within the timeframes required by the City in writing. In the event Licensee fails to complete the foregoing within the Supplement. timeframes required by the City, the City may terminate Licensee's use of the affected City-owned Light Pole with (10) days written notice to Licensee and Licensee shall remove the Licensee Facilities located on that City-owned Light Pole in the manner set forth in Section 5.3 of this Agreement.

3.8.4 Upon Completion of Work, Licensee shall remove all of its tools, unused materials, wire clippings, cable sheathing, and any other similar type materials and/or matter on or in the area surround the affected City-owned Light Pole. 3.8.5 Licensee Facilities shall be firmly secured and supported to the City-owned Light Pole as provided in the Site Plan.

3.8.6 Licensee Facilities shall be plainly identified with a firmly affixed tag of a type and wording satisfactory to XXXXXX.

3.8.7 Licensee shall require that all its work crews and foreman, or any of its contractors and subcontractors: (i) are familiar with all power line rules, requirements, regulations, standards and guidelines under G.O. 95, G.O. 128 and N.E.S.C.; (ii) survey the area in which work is to be performed before commencing work, and make a determination that the required work can be completed safely; (iii) survey the area in which work is to be performed before commencing work, and make a determination that any electrical power lines and related equipment are in conformance with G.O. 95, G.O. 128 and N.E.S.C. prior to commencing work; and (iv) proceed with such work only upon making such determinations. If the foreman and/or work crew determines that such work cannot proceed safely, or if such electrical power lines are not in compliance with either G.O. 95, G.O. 128 or N.E.S.C., Licensee shall immediately stop work and notify XXXXXX of such condition, in detail, and shall not commence work at such location until so directed by XXXXXX. It is understood and agreed by Licensee that there is no instance in which it is safe or proper for a Licensee worker and or crews (whether working for or on behalf of Licensee), or a crew or worker's equipment, to come within three (3) feet of, or in actual contact with, the electrical current from an energized electrical power line. Consequently, any such close or actual contact by Licensee (or Licensee's crews, employees, agents, representatives, contractors or subcontractors, or the crews, employees, agents, or representatives of such contractors or subcontractors) shall be deemed an unsafe act, or failure to act, under the meaning of this Agreement. In addition to any other remedies available to XXXXXX under this License Agreement, failure of Licensee to conduct its work in compliance with the requirements of Section 3.8 shall constitute an immediate breach of this

Agreement and cause for the City with written notice to Licensee to immediately terminate this Agreement with respect to Licensee's right to use those City-owned Light Poles relating to the breach as well as the right to use those City-owned Light Poles in the same Supplement.

3.8.8 Should Licensee discover any Emergency Conditions or Emergency Situation in its survey of the work area, as set forth above in this section 3.8, Licensee shall cease work and

immediately notify XXXXXX at its Public Utilities Department at telephone number 0123456789 of any such emergency condition or emergency situation related to XXXXXX's utility poles, powerlines, street lights, arms, or the Licensee Facilities.

3.8.9 Licensee understands and acknowledges that Licensee Facilities are located in or on the Public Right-of-Way and/or within public property, and Emergency Situations may develop from time-to-time that affect the health safety, or welfare of City personnel or the public. Licensee agrees that if such Emergency Situations occur, XXXXXX shall have the right for the duration of the Emergency Situation to take any necessary actions, including, but not limited to, removing the City-owned Light Pole. Such necessary action shall be made at the City's sole discretion. Licensee agrees not to hold XXXXXX responsible or liable for and shall protect, defend, and indemnify and hold XXXXXX harmless for any damage, loss, claim, or liability of any nature suffered as a result of any such XXXXXX actions during an Emergency Situation, except as otherwise expressly provided herein.

3.8.10 Prior to the issuance of a Notice to Proceed, Licensee shall pay for a radio frequency interference study carried out by an independent and qualified professional licensed radio frequency engineer. Licensee shall provide Licensor a copy of this study. This study shall confirm that Licensee's Facilities will not interfere with any existing Licensor's communications facilities and/or those of other governmental entities on a Light Pole. If this study fails to confirm the foregoing and Licensee cannot reasonably remedy this interference, Licensor may immediately terminate this Agreement as to such Licensee Facility. Licensor shall have no obligation to pay any other costs and expense incurred by Licensee with respect to this Agreement.

3.8.11 Prior to the issuance of a Notice to Proceed, Licensee shall also pay for a study carried out by a licensed structural engineer to evaluate the structural integrity of Licensee's Facilities. Licensee shall provide Licensor with a copy this study. This study shall confirm that Licensee's Facilities will not unsafely compromise the structural integrity of the Light Pole. If the study fails to confirm that Licensee's Facilities will not unsafely compromise the structural integrity of the Light Pole and Licensee cannot reasonably remedy this problem or Licensee is not willing to construct a Replacement Light Pole, Licensor may immediately terminate this Agreement as to such Licensee Facility. Licensor shall have no obligation to pay any other costs and expense incurred by Licensee with respect to this Agreement.

3.9 Availability. XXXXXX cannot and does not guarantee an uninterrupted supply of power, nor does it guarantee the quality of power provided.

3.10 RFES. RFES limits shall be identified for each Site Plan identified in the applicable Supplement and the preliminary RFES shall be incorporated by reference into the License Agreement and included in the Supplement. The preliminary RFES initially submitted by Licensee shall be superseded with a final RFES when the actual radio frequency exposure measurements are completed and submitted by Licensee to the City following the completion of Antenna construction, but in no event later than Completion of Work by Licensee. The RFES shall recommend the stand-off distance for mandatory signage, at Licensee's sole cost and expense, and shall be placed on the Antenna enclosure by Licensee to ensure that XXXXXX Electric field crews inspecting and maintaining the Light Pole during routine and emergency maintenance will not exceed the specified limits. Licensee shall provide an updated RFES study with any equipment modifications which would affect the stand-off distance identified in the final RFES study. In such cases, Licensee shall post

additional signage as reasonably required by the Public Utilities General Manager or designee.

4. FEES AND TAXES.

4.1 Fees. Licensee shall be solely responsible for the payment of all lawful Fees, taxes and for the payment of any utility charges in connection with the exercise of Licensee's right, title, and interest in and to the attachment, installation, operation, and maintenance of the Licensee Facilities, and the rendering of Telecommunication Services, under this License Agreement. Notwithstanding the foregoing however, Licensee shall not be responsible for any income tax incurred by City as a result of this Agreement.

4.2 License Fee and Other Consideration In consideration for this License Agreement, Licensee shall initially pay the City Base License Fee in the amount of [Insert Appropriate Amount for Fiscal Year in Exhibit B, e.g., Amount (Rupees) for every Licensee Facility on each City-owned Light Pole ("Base License Fee") with a Commencement Date in the [Insert Appropriate Fiscal Year, e.g., 2015/2016] fiscal year ("Base Fiscal Year"), which fiscal year runs from July 1st to June 30th. Licensee shall make this first payment within thirty (30) days after the applicable Commencement Date for the Licensee Facility. The Base License Fee for a partial year shall be prorated on a 365 day basis from the Commencement Date through June 30th. Throughout the Term, the Base License Fee or Adjusted Base License Fee (defined below) shall be increased to the amount set forth in Exhibit "B", attached hereto and incorporated herein by reference, each year on July 1st (which amount is approximately two percent (2%) of the previous fiscal year's Base License Fee or Adjusted Base License Fee (defined below)), except that, if applicable, on July 1st of 2025, 2030, and 2035, the Public Utilities General Manager designee, on behalf of the City, will adjust Base License Fee and will provide notice to Licensee no later than the sixtieth (60th) day prior to the adjustment date. Notwithstanding the foregoing, XXXXXX's failure to communicate the License Fee adjustments in no way relieves Licensee of its obligation to pay said Adjusted Base License Fee. The adjusted Base License Fee shall be referred herein as the "Adjusted Base License Fee"; the first Adjusted Base License Fee amounts occurring prior to the tenth anniversary adjustment are contained in Exhibit "B". In connection with each Supplement, Licensee shall pay the City each year on every July 1st during the Term the Adjusted License Fee for such Supplement. For every Supplement with a Commencement Date outside of the Base Fiscal Year, Licensee shall pay the applicable prorated (as described above) Adjusted Base License Fee for the applicable Supplement within thirty (30) days after the applicable Commencement Date and the increased Adjusted Base License on every July 1st thereafter until the termination or expiration of this Agreement. If the Base License Fee or Adjusted Base License Fee is not received by City on or before the thirtieth (30th) day following its due date, it shall be deemed delinquent. If the Base License Fee or Adjusted Base License Fee is not paid before delinquency, then the amount due and unpaid shall be subject to a late charge at the rate of five percent (5%) per annum of the overdue amount, without limitation to the City's other rights and remedies under this Agreement.

5. REMOVAL AND RELOCATION OF POLE MOUNTED FACILITIES.

5.1 Relocation. XXXXXX, in its sole discretion under the circumstances set forth set forth in .1 through .3 in Section 5.1.1, may from time to time require Licensee to remove or relocate its entire or affected portion of the Licensee Facility and Licensee shall, at XXXXXX's sole direction, remove or relocate the specified affected Licensee Facility upon a reasonable

request from XXXXXX based on the specific configuration or re-configuration of the Public Right-of-Way or roads in the Public Right-of-Way (by way of example and not limitation - a removal or relocation caused by the widening of the road) provided that where a removal or relocation is required by the City, the City will take reasonable steps to provide a suitable alternative for Licensee to re-locate its affected Licensee Facility. If, however, a suitable alternative is not available, City or Licensee, at their sole discretion, may terminate the applicable Supplement for that Licensee Facility, and such termination will not constitute a breach of this License Agreement. In connection with any such relocation, if Licensee's Facilities require a Replacement Light Pole, Licensee shall furnish a Replacement Light Pole for the new location at Licensee's sole costs and expense. This Replacement Light Pole shall be subject to the City's review and approval as set forth in Section 6.1 of this Agreement.

5.1.1 Licensee understands and acknowledges that the City may require Licensee to relocate, and Licensee shall, at City's direction, relocate Licensee's entire or affected portion of the Licensee Facility upon six (6) months prior written notice in situations described in subsection (.1) below, and immediately (defined as 48 hours or less) in situations described in subsections (.2) and (.3) below, at Licensee's sole expense whenever City reasonably determines that the relocation is needed:

- .1 To facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a City project;
- .2 Because the Licensee Facility is interfering with or adversely affecting proper operation of City-owned Light Poles or other City facilities; or
- .3 As required by applicable Laws or Emergency Situation to protect or preserve the public health, safety, or welfare.

5.1.2 At its sole costs and expense, Licensee shall be responsible for the relocation of its Licensee Facilities required by the City in accordance with this Section 5.

5.1.3. City shall be responsible for the following tasks in connection with the relocation:

- .1 Building the foundation footing for the new Light Pole or Replacement Light Pole (as applicable) location based on Licensee's design;
- .2 Installing a Light Pole or Replacement Light Pole (as applicable) and its electrical conduit to that new location; and
- .3 Issuing an invoice to Licensee for the difference in costs between building a new footing and installing the new Light Pole or Replacement Light Pole (as applicable) versus the costs for a standard light pole (if any).

Subject to the time frame described in Section 5.1.1 and if circumstances allow, City agrees that Licensee shall not terminate the use of any existing City-owned Light Pole until the Licensee Facility have been installed and are operational on the alternative City-owned Light Pole. If Licensee fails to relocate the entire or affected portion of the Licensee Facility as requested by the City in accordance with the foregoing, City shall be entitled to remove the affected Licensee Facility at Licensee's sole cost and expense. The City shall have no responsibility or liability for damage or loss of the entire or affected portion of the Licensee Facility or any damages, except as otherwise expressly provided herein. For any relocation, Licensee shall comply with the requirements of Section 6 of this Agreement. Licensee agrees to use commercially reasonable means to relocate the entire or affected portion of the

Licensee Facility to a location acceptable to both the City and Licensee. Any relocation will require execution of a Supplement by the Parties.

5.2 Relocation Requests. In the event Licensee desires to relocate the Licensee Facility from a City-owned Light Pole or other property to another City-owned Light Pole or other property, Licensee shall so notify City in writing. Licensee may, with the prior approval of the City, utilize another City-owned Light Pole or other property for relocation of the Licensee Facility in such a case; provided, Licensee complies with the requirements of Section 6 of this Agreement. Such approval shall be completely within the City's sole discretion. Any such relocation will require execution of a Supplement by the Parties.

5.3 Removal. Unless XXXXXX and Licensee enter into a written agreement that provides otherwise, upon the expiration, completion or earlier termination of the Term of this License Agreement or City's termination of Licensee's right to use a City-owned Light Pole, Licensee shall promptly, safely, and carefully remove the entire Licensee Facility installed by Licensee or designee from the Light Pole, other XXXXXX property and the Public Right-of-Way, and Licensee return the Light Pole, XXXXXX's property and the Public Right-of-Way to the condition in which the property and/or the Public Right-of-Way existed immediately prior to Licensee's installation, normal wear and tear excepted. Upon the expiration, completion or earlier termination of the Term of this License Agreement or City's termination of Licensee's right to use a City-owned Light Pole, Licensee shall perform the removal and restoration within thirty (30) business days or such time period mutually agreed to in writing by the Parties, otherwise City shall have the option to perform the aforementioned removal and restoration at Licensee's costs and expense.

In addition to the foregoing, in the event a Light Pole was a Replacement Light Pole installed by Licensee, Licensee shall remove the Licensee Facilities and, at City's sole discretion, modify or replace that Light Pole to those standards required by the City within ten (10) business days or such time period mutually agreed to in writing by the Parties, otherwise City shall have the option to perform the same at Licensee's cost and expense. Once such Replacement Light Pole has been completed and accepted by the City, the Replacement Light Pole will become property of the City. Licensee shall execute such documents required by the City to cause such a transfer of ownership.

Whenever the removal or relocation of the entire or affected portion of the Licensee Facility is required under this License Agreement, and such removal or relocation shall cause the Public Right of Way, the Light Pole, or other City-owned facility to be damaged, Licensee, at its sole cost and expense, shall promptly repair such damage and return the Public Right of Way, the Light Pole, and/or other City-owned facility, in which the Licensee Facility is located, to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Licensee does not repair the site as just described within either (a) ten (10) business days or such time period mutually agreed to in writing by the Parties or (b) sooner if the conditions set forth in Section 7 exist, then the City shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and charge Licensee for the costs incurred by City. The City shall not be obligated to extend the removal deadline if such extended deadline is not in the City's best interests. The City shall not be responsible for any damages to the any Licensee Facilities, except as otherwise expressly provided herein. Upon the receipt of a demand for payment by the City, Licensee shall reimburse the City for such costs and expenses within thirty (30) days of its receipt of an invoice together with reasonable supporting documentation or shall be subject to a late

charge at the rate of five percent (5%) per annum of the overdue amount, without limitation to City's other rights and remedies under this License Agreement.

6. INSTALLATION.

6.1 Site Plans and other Approvals. Licensee shall not install, operate, or maintain any Licensee Facilities on a City-owned Light Pole without a City-approved Notice to Proceed and a City-approved Site Plan, Schedule of Performance, and Right-of Way Construction Permit. Prior to the issuance of a Notice to Proceed for a Licensee Facility, Licensee shall submit a proposed site plan and proposed schedule of performance for the Public Utilities General Manager or designee's approval.

Public Utilities General Manager or designee may either approve those documents or require Licensee to make modifications to the proposed site plan and schedule of performance. If applicable, Licensee shall submit its revised proposed site plan and/or proposed schedule of performance for the Public Utilities General Manager or designee's approval. The Public Utilities General Manager or designee may either approve those documents or require Licensee to make modifications to the proposed site plan and schedule of performance. The foregoing process shall be repeated until the proposed site plans and proposed schedule of performance are approved by Public Utilities General Manager or designee. If approved, Licensee shall submit a request for a Right-of-Way Construction Permit. This Right-of-Way Construction Permit will be issued by the City Engineer or designee with any terms and conditions the City Engineer or designee determines to impose upon the permit.

Such determination shall be made in the City Engineer or designee's sole discretion. Upon the (a) approval of the Site Plan and Schedule of Performance and (b) issuance of a Right-of-Way Construction Permit, the City will issue a Notice to Proceed. After Licensee has obtained an approved Site Plan and Notice to Proceed, and has completed installation of Licensee Facilities in accordance with the Site Plan, Licensee shall have the right to maintain, as it deems necessary, any Licensee Facility upon notice to City.

In case the Licensee Facilities require replacement of a City-owned Light Pole, the Licensee shall be responsible for all costs to design, procure and install a Replacement Light Pole. The Replacement Light Pole shall be subject to the review and approval of the City. Upon completion of its installation of the Replacement Light Pole and acceptance by City, Replacement Light shall become the City's property. Licensee shall execute such documents required by the City to cause the Replacement Light Pole to transfer of ownership to the City.

In the event a Light Pole has been removed and a Replacement Light Pole for that Light Pole has not been accepted by the City prior to the termination of this Agreement, Licensee shall be responsible for all costs and expenses associated with making such adjustments to the Replacement Light Pole so that it is consistent with City standards. Such light pole shall be subject to the review and approval process set forth in the previous paragraph.

6.2 Added Facilities. If Licensee desires to modify or add Licensee Facilities on a City-owned Light Pole beyond those set forth in a Supplement or previously approved under this Section are modified or added after the Effective Date, Licensee shall submit a request ("Modification Request") to add to or modify Licensee Facilities. XXXXXX's Public Utilities General Manager or designee will review the Modification Request, and XXXXXX's Public Utilities General Manager or designee may approve or deny, in writing, the request in her

sole discretion. With any Modification Request, Licensee shall comply with the requirements set forth in Sections 1.20 and 6.1. If XXXXXX's Public Utilities General Manager or designee approves the Modification Request, the added or modified Licensee Facilities shall be reflected in Attachment A of the applicable Supplement. The aforementioned written approval shall constitute the Notice to Proceed for such additional Licensee Facility and the date of such written approval shall be the Commencement Date under Section 4.2 as to such Licensee Facility. Licensee has the right to replace existing Licensee Facilities so long as the City, in its sole discretion, determines the replacement facilities are substantially similar to existing Licensee Facilities. Without limiting the foregoing, City determination, the substantially similar facilities do not include: (a) any modification increasing the Radio Frequency Exposure Study parameters; (b) modification affecting the external aesthetics of the Light Pole; or (c) modifications potentially impacting the structural integrity of City owned Light Pole or use of the Public Right-of- Way.

6.3 Installation. Upon receipt of the Notice to Proceed and execution of a Supplement by both Parties, Licensee may install the Licensee Facilities and, if applicable the Replacement Light Pole; provided, such installation is carried out in accordance with the terms of this Agreement and the applicable Notice to Proceed, Site Plan, Schedule of Performance, and Right of Way Construction Permit. Upon Licensee's completion of the Licensee Facility and, if applicable, the Replacement Light Pole, the Licensee Facility shall be inspected by the City to confirm that the installation complies with the terms of this Agreement and the applicable Notice to Proceed, Site Plan, Schedule of Performance, and Right of Way Construction Permit.

Licensee shall not operate the Licensee Facility until that facility has passed the City's inspection. Licensee hereby accepts use of a City-owned Light Pole in an "as-is" condition, with no warranty, express or implied from Licenser as to any latent, patent and unforeseeable condition of the City-owned Light Pole, including its suitability for use by Licensee. Further, Licensee has determined, among other things, that the Light Poles that are involved in or related to any of Licensee's work or performance under this Agreement are in full compliance with Cal OSHA rules and regulations, General Orders 95 and 128 and other applicable Laws to the extent such rules and regulations would have any application whatsoever to Licensee's work or performance under this Agreement, or, if they are not in such compliance, Licensee shall notify Licenser in writing of such fact prior to commencing any work or performance involving or related to said Light Pole.

6.4 Installation Time Limit. Licensee shall install the Licensee Facilities, the Replacement Light Pole (if applicable) and other City-specified fixtures and/or equipment related thereto within ninety (90) days of the later of the receipt of Notice to Proceed from the City or execution of the Supplement. The time periods set forth in this Section 6.4 may be extended in the sole discretion of the XXXXXX Public Utilities General Manager or designee.

6.5 Prevailing Wage. If required by applicable law in connection with any work performed under this Agreement, Licensee and all affiliates, contractors or subcontractors are required to pay the general prevailing wage rates of per diem wages as well as overtime and holiday wages as determined by the Director of the Department of Industrial Relations (DIR) under Section 1720 et seq. of the Labor Code and implemented by Resolution of the City Council of the City of XXXXXX. The DIR's determination is on file and is open to inspection in the Office of the City Clerk.

6.6 Drawings. Licensee shall provide City with as-built drawings of the Licensee Facilities, the Replacement Light Pole (if applicable), equipment, and improvements installed on City property or Public Right-of-Way within thirty (30) days after Completion of Work, which show the actual location of all Licensee Facilities, equipment, and improvements. Said as-built drawings shall be accompanied by a complete and detailed inventory of all of Licensee's equipment, personal property, and Licensee Facilities actually installed.

6.7 No Liability. No review or approval under this Section shall impose or create any additional liability on or for City, and shall not relieve Licensee of any responsibility or liability which Licensee may have under this Agreement or by law.

7. EMERGENCY RESTORATION.

If due to an Emergency Situation such as a damaged or destroyed City-owned Light Pole, the continued use of which threatens the health or safety of persons or property, as solely determined by the City's Electric field crews, immediate removal of the City-owned Light Pole shall be required. XXXXXX Public Utilities Department Electric crews will remove and replace, if possible, the destroyed or damaged City-owned Light Pole and will notify the Licensee within such time frame determined by XXXXXX staff. Licensee's restoration crew will be responsible for the removal of the Licensee Facilities from the damaged or destroyed City-owned and, if applicable, the reinstallation of the Licensee Facilities on a replacement City-owned Light Pole. The installation of a replacement Light Pole shall occur within the timeframe devised by the City, which the City may modify in its sole and absolute discretion. Prior to the installation of Licensee's Facilities on the new Light Pole, Licensee shall comply with the requirements of Section 6 of this Agreement. If, however, a suitable alternative is not available, City or Licensee, at their sole discretion, may terminate this License Agreement for that Licensee Facility, and such termination will not constitute a breach of this License Agreement. The City will not be liable or responsible for any financial and/or nonfinancial damage to or caused by the Licensee Facilities and accessories on account of the removal, replacement, or transportation of the damaged or destroyed Light Pole. The XXXXXX Public Utilities Department may be reached at 0123456789. Licensee's emergency contact information is listed under Subsection 15.6.

8. INDEMNIFICATION.

8.1 To the fullest extent permitted by law, as respects bodily injury, death, personal injury, or third-party property damage, Licensee agrees to indemnify, defend, and hold harmless XXXXXX, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with Licensee's (or Licensee's contractors' or subcontractors', if any): (i) acts, errors, omissions, or unsafe acts, or (ii) work performed by, or on behalf of, Licensee, relative to this Agreement; except for those Claims which arise out of the sole active negligence or wilful misconduct of XXXXXX or its employees or agents. As respects any damage or loss which does not arise out of or involve bodily injury, death, personal injury, or third-party property damage, Licensee agrees to indemnify, defend, and hold harmless XXXXXX, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Other claims"), arising out of or in connection with Licensee's (or Licensee's contractors' or subcontractors', if any) negligent or wrongful performance under this Agreement; except to the extent that such

Other Claims arise out of the acts, errors, or omissions of XXXXXX or its employees or agents. The obligations set forth in this Indemnification Provision (i) shall be in effect without regard to whether or not XXXXXX, Licensee, or any other Person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims or Other Claims; and (ii) shall survive the termination of this License Agreement. Nothing herein shall prevent Licensee's insurer(s) from satisfying Licensee's obligations under this Section. XXXXXX's City Council authorizes the XXXXXX Risk Manager to modify the requirements set forth in this Subsection 8.1 in the event he determines that such reduction is in XXXXXX's best interest.

8.2 Hazardous Materials. Without limiting the scope of Subsection 8.1 above, or the duties and obligations set forth therein, Licensee will be solely responsible for and will defend, indemnify, and hold Licensors, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the clean-up, restoration of the Public Right-of-Way, personal injury, property damage, bodily injury or other damages resulting from Licensee's use of Hazardous Materials on the Public Right-of-Way. Licensors will be solely responsible for and will defend, indemnify, and hold Licensee, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the clean-up, restoration of the Public Right-of-Way, personal injury, property damage, bodily injury or other damages resulting from Licensors' use of Hazardous Materials or from any presence, handling or disposal of Hazardous Materials on the Public Right-of-Way on or before the Commencement Date. For purposes of this License Agreement, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, petroleum or any petroleum product, asbestos, fuel, batteries and/or any substance known by the State of to cause cancer and/or reproductive toxicity, and/or any substance, chemical, waste, or other materials identified or defined as hazardous, toxic or dangerous in any federal, state, or local environmental or safety law or regulations including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). XXXXXX's City Council authorizes the XXXXXX Risk Manager to modify the requirements set forth in this Subsection

8.2 in the event he determines that such reduction is in XXXXXX's best interest.

9. INSURANCE.

Without limiting XXXXXX's right to indemnification, it is agreed that Licensee shall secure, prior to commencing any activities under this License Agreement, and maintain, during the Term of this License Agreement, insurance coverage as follows: Workers' Compensation Insurance as required by statutes and Employers Liability in an amount not less than **One Million Rupees (Rs10,00,000)** per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability (if applicable), in an amount not less than **Two Million Rupees(Rs20,00,000)** per occurrence, **Three Million Rupees (Rs.30,00,000)** annual aggregate, written on an occurrence form, provided this coverage may be maintained by Licensee combining primary and excess policies to meet these requirements.

Commercial Automobile Liability Coverage covering all owned non-owned and hired autos, in an amount not less than **One Million Rupees (Rs.10,00,000)** per occurrence, combined single limit.

XXXXXX's Risk Manager is hereby authorized to reduce the requirements set forth herein in the event he determines that such reduction is in XXXXXX's best interest.

Each insurance policy required by this Agreement, except policies for Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by Licensee pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of XXXXXX."

"The City of XXXXXX, its officers, employees, and representatives are included as additional insureds as respects the acts, omissions, operations, and activities of, or on behalf of, the named insured, in regard to products supplied, or work or services

performed under an agreement with the City of XXXXXX." Prior to commencing any work under this License Agreement, Licensee shall deliver to XXXXXX insurance certificates confirming the existence of the insurance required under this License Agreement, and additional insured endorsement, including the applicable clauses and/or Provisions referenced above. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in the State of and (ii) possessing an A. M. Best's rating of A VII or higher, or (iii) otherwise acceptable to XXXXXX with prior written permission from XXXXXX. Also, in the event that (i) a claim is filed against XXXXXX, or its officers, employees, agents, or representatives, for which XXXXXX believes, in good faith, there may be coverage under an insurance policy required by this Agreement, and (ii) XXXXXX has tendered such claim to the insurer that issued such policy, and (iii) such insurer has not agreed, within ninety (90) days, to cover such claim, including defense and indemnity, without reservation, then Agency has the right to demand of Licensee, and to receive within thirty (30) days, a copy of such insurance policy.

Notwithstanding anything to the contrary contained herein, in lieu of maintaining insurance set forth above, Licensee may self-insure for the requirements and in the amounts set forth above.

In addition to other remedies XXXXXX may have if Licensee fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, XXXXXX may, at its sole option:

Order Licensee to stop or cease work under this License Agreement until Licensee demonstrates compliance with the requirements hereof; or terminate this License Agreement. Exercise of any of the above remedies, however, is an alternative to other remedies XXXXXX may have and is not the exclusive remedy for Licensee's failure to maintain insurance or secure appropriate endorsements.

10. LIMITATION OF LIABILITY

The Parties expressly agree that Licensee shall not be liable to XXXXXX for incidental, consequential, punitive, or exemplary damages, regardless of whether Licensee advised of, or otherwise should have been aware of, the possibility of such damages, regardless of the

legal theory or basis for such claim. Notwithstanding the foregoing, the Parties acknowledge that any limitation of liability under this Section shall not apply to, or diminish Licensee's responsibly for, any bodily injury, death, personal injury, or damage to the property of a Person not a party to this License Agreement, including, without limitation, the injury to, death of, or personal injury to any Person, City employee, or Persons working for, or on behalf of, Licensee or Licensee's contractors or subcontractors, if any.

11. NOTICES AND EMERGENCY NUMBERS.

All notices which shall or may be given pursuant to this License Agreement shall be in writing and delivered personally or transmitted: (i) through the India mail, by registered or certified mail, postage prepaid; or (ii) by means of prepaid overnight delivery service as follows:

City: City of XXXXXX

Attention: City Clerk

With Copy to: City of XXXXXX

Any form of contact with these numbers shall not be used as notice required by this section or other parts of this Agreement unless expressly stated in this Agreement.

12. TERMINATION.

12.1 Except as expressly set forth in this Agreement, this License Agreement may be terminated by either Party upon thirty (30) days, prior written notice to the other Party upon a default of any material covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of Default [or, if such default is not curable within thirty (30) days, if the defaulting Party fails to commence such cure within thirty (30) days or fails to thereafter diligently prosecute such cure to completion], provided that the grace period for any monetary default is ten (10) days from receipt of notice.

12.2 Licensee may terminate this License Agreement or any Supplement without cause with ninety (90) days prior written notice to XXXXXX. Any Base License Fee and Adjusted Base License Fees previously paid by Licensee to XXXXXX are non-refundable. Licensee shall pay XXXXXX any outstanding Base License Fee or Adjusted Base License Fees without proration, including any amounts due during the ninety (90) notice period.

13. INTERRUPTIONS OF SERVICE.

At its sole cost and expense, Licensee agrees to install a clearly marked and accessible Licenser Antenna power "cut-off" switch to be located on the Light Pole. The Licensee shall also install at its sole cost and expense a signal switch which is capable of remotely de-energize the Antennas in the manner required by this Section 13 ("Signal Switch").

13.1. Maintenance. If maintenance of City Facilities or Light Poles requires Licenser's employees or agents to come within the stand-off distance identified in the final RFES Study, Licenser shall notify in advance of this maintenance and request that Licensee temporarily shut off power to the Antennas in accordance with the Signal De-Energize Process (as defined herein). Licensee shall comply with this request; however, Licenser will attempt to conduct its activities according to Licensee's preferred schedule unless that schedule would unreasonably delay maintenance or increase costs. Upon completion of the maintenance,

Licensor shall notify Licensee, and Licensee may then activate the power to its facility. Licensor shall not be liable to Licensee or any other party for any interruption in Licensee's service or interference with the operation of Licensee Facilities. In the event that the Antennas must be deenergized to ensure the safety of Licensor's employees or agents, the following protocol must be followed ("Signal De-Energize Process"):

13.1.1. Licensor shall contact Licensee at [INSERT] to request the Signal Switch to de-energize the Antennas.

13.1.2. Licensee shall thereafter de-energize the Antennas by switching off the Signal Switch. Licensee shall respond within ten (10) minutes after Licensor contacts Licensee at the telephone number set forth in Subsection 13.1.1. If Licensee is unable to respond within ten (10) minutes, Licensor may de-energize the Antenna and notify Licensee thereafter. In such instances, Licensor will reenergize the Antenna as soon as possible after Licensor has completed its work.

Licensor may terminate Licensee's use of a Light Pole and such other Light Poles contained in the same Supplement with five (5) business days written notice to Licensee, when Licensee fails to cooperate with Licensor to deenergize the Antennas of a Light Pole as required by this section on three (3) separate occasions within a calendar year.

13.1.3. After the Licensor confirms with Licensee at the telephone number set forth in Subsection 13.1.1 that the Antennas have been de-energized by the Signal Switch, Licensor shall also switch-off the local cut-off switch to the Antennas. Licensor shall not do the foregoing until it confirms with the Licensee at the telephone number set forth in Subsection 13.1.1 that the Antennas have been de-energized.

13.1.4. After Licensor performs the maintenance or other work in the vicinity of the Antennas, Licensor shall switch-on the local cut-off switch to the Antennas. Thereafter, Licensor shall contact Licensee at the telephone number set forth in Subsection 13.1.1 to notify it that the Antennas may be energized. Except in an Emergency Situation, Licensor will try as much as possible to perform the maintenance or other work in the vicinity Antennas within thirty (30) minutes after Licensor has confirmed that the Antennas have been de-energized.

13.2. Emergency Situations. Licensee understands that Licensee Facilities are located on public property and Emergency Situations may develop from time-to time that requires power to the Antennas to be immediately shut off. Licensee agrees that if an Emergency Situation occurs, Licensor shall have the right to immediately shut off power to the Antennas. If reasonably possible, Licensor shall immediately notify Licensee. Notwithstanding the foregoing, Licensor will not immediately shut off power to the Antennas and follow the Signal DeEnergize Process provided the Public Utilities General Manager or designee determines in his sole discretion that (a) the Emergency Situation does not require an immediate shut off of power to the Antennas; and (b) Licensee's employee or agent will perform the shut off of power within a timeframe which will not exacerbate the Emergency Situation. Licensee agrees not to hold Licensor responsible or liable for and shall protect, defend, and indemnify and hold Licensor harmless for any damage, loss, claim, or liability of any nature suffered as a result of the loss of the use of Licensee Facilities or other communication facilities. The Base License Fee or Adjusted Base License Fee, prorated to a 365-Day year, shall be abated for any day, or part thereof, in which power to the Antennas

are shut off pursuant to this Subsection 13.2. If, on account of the shut off, Licensor interrupts Licensee's use of the Licensee Facilities for a period greater than ten (10) consecutive days, Licensee shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensor.

14. INTERFERENCE

Licensee, at its own sole cost and expense, shall operate, maintain, repair, and utilize Licensee Facilities in a manner which does not cause radio frequency interference with (i) Licensor's use of the Light Poles and the Public Right-of-Way, (ii) the communications of other government entities, or (iii) any other telecommunication licensee or lessee on the Light Pole. 14.1 Interference with City Facilities. If Licensor determines Licensee Facilities causes radio frequency interference with either (i) Licensor's use of Light Pole or City's use of the Public Right-of-Way, or (ii) the communications of other entities, Licensee shall cease such interference or remedy the same within three (3) Business Days of receiving written notice from the Licensor. If Licensee is unable to remedy or terminate (including the shutting off of equipment) the interference to a level acceptable to Licensor or the FCC, either Party may terminate this Agreement with respect to Licensee's use of an affected Light Pole and such other Light Poles contained in the same Supplement at their sole discretion upon five (5) Days prior written notice to the other Party.

14.2. Interference with other Licensees. Licensee agrees that its operation of its facilities shall not cause any direct or indirect radio frequency inference with any other telecommunication licensees or lessees on the Light Pole or Public Right-of-Way. Any such interference shall be resolved by Licensee and the affected licensee in accordance with applicable Law, including, but not limited to, applicable FCC regulations.

15. MISCELLANEOUS PROVISIONS.

15.1 Licensee shall not assign, sell, or transfer its interest under this License Agreement without the express prior written approval and consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, sale, or transfer in violation of this Section shall be void. The transfer of the rights and obligations of Licensee to a parent, subsidiary, or other affiliate of Licensee, or to any successor-in-interest or entity acquiring thirty-five percent (35%) or more of Licensee's stock or assets, shall not be deemed an assignment.

Licensee shall give to the City written notice of any such transfer within thirty (30) days thereafter. If any proposed transferee will have a financial strength or creditworthiness after the proposed transfer of at least equal to that of Licensee prior to the transfer, it shall not be deemed reasonable for the City to withhold its consent to the proposed transfer unless the proposed transferee has a record of non- performance under similar agreements which is unacceptable to the City under a reasonable standard of evaluation.

15.2 Licensee represents that it has the license to operate in the radio spectrum for which a license from the FCC is required for each such Licensee Facilities referenced in any Supplement. Licensee understands that this License Agreement does not provide Licensee with exclusive use of any City-owned Light Pole or property and that City shall have the absolute right to permit other third-party attachments to the City-owned Light Poles.

15.3 This License Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or

understandings (whether oral or written) between or among the Parties relating to the subject matter of this License Agreement, which are not fully expressed herein.

15.4 This License Agreement may not be amended except pursuant to a written instrument signed by both Parties.

15.5 If any one or more of the Provisions of this License Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provisions of this License Agreement and shall in no way affect the validity of the remaining portions of this License Agreement.

15.6 Licensee shall be available to the staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Licensee Facilities or any portion thereof.

The City may contact Licensee by telephone at [INSERT] .

15.7 This License Agreement shall be governed and construed by and in accordance with the Laws of the State of and the City Charter, XXXXXX Municipal Code, and Electric Rates, Rules and Regulations of the City of XXXXXX as amended from time-to-time, excluding any choice of law provisions or conflict of law principals which would require reference to the laws of any other jurisdictions, but may be subject to superseding federal Law. In the event that suit is brought by a Party, the Parties agree that trial of such action shall be vested exclusively in the State Court of [STATE], or in the India District Court, Central District of, in the [STATE] regardless of choice of law or forum non convenience.

15.8 Nothing in this License Agreement shall be deemed or otherwise construed as granting any rights, benefits or interests to any individual, entity or body who / that is not a party to this Agreement.

15.9 All exhibits referred to in this License Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment, if any, to this License Agreement are by such reference incorporated in this License Agreement and shall be deemed a part of this License Agreement as though more fully set forth herein. All requirements or Provisions contained in any of the exhibits are material terms and conditions of this License Agreement and enforceable as such.

15.10 This License Agreement is binding upon the successors and assigns of the parties hereto subject to the requirements of Section 15.1, infra.

15.11 Licensee acknowledges that the City may develop rules, regulations, and specifications for the attachment, installation, maintenance, and removal of the Licensee Facilities on the City-owned facilities, including Light Poles, and such rules, regulations, and specifications, and when finalized, shall govern Licensee's activities hereunder as if they were in effect at the time this License Agreement was executed by the City.

15.12 Each individual executing this License Agreement on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this License Agreement on behalf of said Party, (iii) by so executing this License Agreement, such Party is formally bound to the Provisions of this License Agreement, (iv) the Party's entry into this License Agreement does not violate any Provision

of any other agreement to which said Party is bound, and (v) there is no litigation or legal proceeding that would prevent said Party from entering into this License Agreement.

15.13 Captions. The captions of the various Sections in this License Agreement are for convenience only, and are not intended to be any part of the body of this License Agreement, nor are they intended to be referred to in construing the Provisions of this License Agreement.

15.14 Counterparts. This License Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement, notwithstanding that all parties hereto are not signatories to the same or original counterpart.

15.15 Advice of Counsel; Interpretation. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this License Agreement. The Provisions of this License Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both parties.

15.16 No Waiver. The failure of any Party to enforce against the other a Provision of this License Agreement shall not constitute a waiver of that Party's right to enforce such Provision at a later time.

15.17 Exhibits. The attached exhibits are made a part hereof:

Exhibit A: Form of Supplement with Attachment A: Notice to Proceed, Right of-Way Construction Permit, Schedules of Performance, and Site Plan; and Radio Frequency Emission Exposure Study for each Site Plan; and

Exhibit B: Licensee Fee Schedule Except for Exhibit B, the information contained in any such exhibits or any Supplement may be added to, changed, or amended from time to time on the same terms and conditions as reflected in the License Agreement subject to the mutual agreement in writing by Licensee's designated representative and, in the case of the City, the Public Utilities General Manager. Such mutual written agreement by each of the Party's designated representative shall be deemed an addition change, or an amendment of this License Agreement not requiring further amendment to the entire License Agreement. In the event of a conflict between the terms of this Agreement, a Supplement and the Exhibits, the terms of this Agreement shall govern.

15.18 Abandonment. Should Licensee fail at any time for a continuous period of six (6) months to use the Licensee Facilities or the City-owned Light Pole where the Licensee Facility is or is to be located or any part thereof for the purposes contemplated by this License Agreement, then XXXXXX may terminate this License Agreement, upon sixty (60) days prior written notice to Licensee, to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, XXXXXX shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this License Agreement. Upon termination, Licensee shall remove the Licensee Facilities and restore the City-owned Light Poles and Public Right-of-Way in accordance with the applicable standards, normal wear and tear excepted. If Licensee fails to remove its Licensee Facilities within thirty (30) days of termination of this Agreement or such time period mutually agreed to in writing by the Parties, the City may remove the facilities at its sole discretion and issue an invoice to the Licensee for this work which Licensee shall pay within thirty (30) days. The City shall not be obligated to extend the removal deadline if such extended deadline is not in the City's best interests.

15.19 Disputes. The Parties agree to make a diligent, good-faith attempt to resolve any claim, controversy or dispute arising out of this License Agreement ("Disputes"). Authorized representative shall be selected by each Party to resolve Disputes. If the Authorized Representatives of the parties are unable to resolve a Dispute arising within thirty (30) days after notice from one Party to the other, such Dispute will be submitted promptly to the senior executive officers of the parties, who will meet, in person or by telephone, not later than ten (10) days after the date such Dispute was submitted to them. In the event that the officers cannot resolve the dispute within ten (10) business days after the matter is submitted to them, the Parties may submit the Dispute to mediation. Each Party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter is submitted to mediation, either Party may file legal action for a court determination of the Dispute.

15.20 Successor Laws. Whenever this Agreement specifically refers to any law, code section, regulation, tariff, government department or agency, the Parties hereby agree that the reference also refers to any successor to such law, tariff or, organization.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed by their duly authorized officers and representatives as of the Effective Date written at the beginning of this License Agreement.

LICENSOR: LICENSEE: