



Referral Agreement

This Referral Agreement (“Agreement”) is made this ___ day of _____, 20___, (“Effective Date”) by and between Crown Castle Fiber LLC (“Crown Castle”), with offices at 8020 Katy Freeway, Houston, TX 77024, and _____ (“Referrer”), having offices at _____.

1. Scope of Agreement

- a. During the Term, Crown Castle hereby appoints Referrer a non-exclusive right to refer prospective customers (each a “Referral”) to Crown Castle for the purchase of Crown Castle products and services (“Crown Castle Products”). Referrer’s duties under this Agreement shall be limited to, from time to time, and at its sole discretion, referring Referrer’s tenants to Crown Castle and facilitating communication with such tenants that Referrer believes (i) are not currently customers of Crown Castle, and (ii) are entities which are potential consumers of Crown Castle Products.
- b. Neither party shall act as a partner, agent, or fiduciary of the other and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship.
- c. Any agreement reached between Crown Castle and a Referral for the provision of Crown Castle Products (“Definitive Agreement”) shall in its terms be independent of Referrer. Crown Castle shall have and maintain control over the relationship with Referral as it relates to the Crown Castle Products.

2. Fees.

- a. Crown Castle agrees to pay Referrer a one-time referral fee (“Referral Fee”) for any Definitive Agreement that results in a sale of Crown Castle Products to such Referral. Such sale shall be confirmed by a Crown Castle Order Form executed by Referral (“Order Form”).
- b. The Referral Fee payment shall be consistent with the following:

| Term of Order Form | Referral Fee Amount |
|--------------------|---------------------|
| 3+ Years | \$1,000 |
| 2 Years | \$500 |
| 1 Year | \$250 |

- c. No Referral Fee shall be paid for a Term less than 1 year.
- d. No Referral Fee shall be paid for Referrals with whom Crown Castle has, at the time the Referral is made by Referrer, done business in the past three (3) months, or with whom Crown Castle has had a meeting within the previous sixty (60) days for the purpose of developing a business relationship.
- e. Crown Castle shall only pay one (1) Referral Fee per Referral. In the event more than one (1) Referrer make the same Referral, Crown Castle shall only be obligated to pay the Referral Fee to the Referrer associated with the respective Referral Order Form Crown Castle receives first.
- f. The Referral Fee due under this Agreement will be paid to Referrer by Crown Castle within forty-five (45) days following Crown Castle’s receipt of the first monthly recurring charge owed in connection with the Order Form.

3. Term and Termination

- a. This Agreement shall remain in effect for one (1) year from the Effective Date (“Term”), provided that Crown Castle’s obligation to pay the Referral Fee shall survive the expiration of this Agreement for any Referrals made during the Term of this Agreement.
- b. This Agreement may be renewed by mutual agreement of the parties. An email communication between Crown Castle and Referrer acknowledging such renewal shall be sufficient, provided each such renewal shall be for a period of one (1) year, unless the parties agree otherwise.
- c. Either party may terminate this Agreement upon written notice to the other party.

4. Assignment

Neither party may assign or delegate its rights under this agreement without the express written agreement of the other party.

5. Entire Agreement

This document sets forth the entire agreement between the parties with respect to the matter hereof, and may only be modified by a written amendment signed by both parties. There are no understandings, representations, or agreements other than those set forth herein.

6. Representation and Warranties

- a. Each party represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) entering into this Agreement does not violate any agreement existing between it and any other person or entity; and (iii) it shall comply with all applicable laws in connection with its performance under this Agreement.
- b. Except as expressly provided in this Agreement, neither party makes any express or implied warranty or representation with respect to the obligations herein including, but not limited to, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing or trade usage.

7. Limitation of Liability; Indemnification

- a. EACH PARTY'S LIABILITY TO THE OTHER PARTY, INCLUDING ALL LIABILITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, AND REGARDLESS OF THE LEGAL THEORY, INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR STATUTORY LIABILITY, FOR A CLAIM SHALL NOT EXCEED THE REFERRAL FEES PAID OR PAYABLE TO REFERRER UNDER THIS AGREEMENT FOR THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIM.
- b. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. Each party ("Indemnifying Party") shall, indemnify, defend and hold harmless the other party ("Indemnified Party"), and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorneys' fees and expenses) and other liabilities arising from, in connection with or related in any way to, (i) a breach or alleged breach of Section 6(a) hereof, or (ii) any infringement of any trade secret, patent, trademark, copyright, or other proprietary interest of any third party based on the sale, normal use, or installation of Crown Castle Products. Indemnified Party shall promptly notify Indemnifying Party of any such claim, and Indemnifying Party shall bear full responsibility for the defense of such claim (including any settlements); *provided, however*, that (a) Indemnifying Party shall keep Indemnified Party informed of, and consult with Indemnified Party in connection with the progress of such litigation or settlement; and (b) Indemnifying Party shall not have any right, without Indemnified Party's written consent, (which shall not be unreasonably withheld), to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Indemnified Party.

8. Confidentiality

- a. Neither party, without the other party's prior written consent, shall disclose to any third party, including but not limited to its customers, prospective customers, or Referrals any information supplied to it relating to the disclosing party, its affiliates, and/or its customers which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Confidential Information"). Each party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other party (the "Disclosing Party"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing under this Agreement. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (b) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the Receiving Party without resort to the Confidential Information; or (e) is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy, each at Disclosing Party's sole cost and expense, to prevent the disclosure.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in all respects in accordance with the laws of the State of Delaware, excluding its conflict of laws rules.

10. Severability; Void or Illegal Provisions.

If any part of this Agreement shall be determined to be invalid or unenforceable by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties. The parties will replace the severed provision with a provision that reflects the initial intention of the parties.

11. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between Crown Castle and Referrer with respect to the transactions contemplated herein, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between Crown Castle and Referrer concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

Signature page follows.

The parties have executed this Agreement as of the last date of execution below.

REFERRER:

CROWN CASTLE FIBER LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____