



GENERAL TERMS AND CONDITIONS

Version: 1.0

Version Date: April 29, 2026

These General Terms and Conditions (these “**General Terms and Conditions**”) are incorporated into and made a part of any Site License Agreement (“**SLA**”) that specifically refers to and incorporates these General Terms and Conditions. Unless otherwise noted in these General Terms and Conditions, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”. Any capitalized used but not defined herein (including, without limitation, the terms “Licensed Space”, “Licensee”, “Licensor” and “Site”) shall have the meanings ascribed to them in the subject SLA.

1. GRANT OF LICENSE. Pursuant and subject to the SLA and these General Terms and Conditions, Licensor grants a license to Licensee to install, operate and maintain equipment and other personal property (collectively, **Equipment**) on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Order attached to the SLA and as shown in site plan or site sketch attached to the SLA (“**Site Plan**”). Such license is restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in the Order and Site Plan; provided, however, installation of the Equipment is subject to the Installation Standards and changes in applicable wind codes. Any tower-mounted Equipment not installed within one hundred eighty (180) days following commencement of installation of any portion of Licensee’s Equipment on the Site will require Licensee’s submission of a new Order for the installation of such tower-mounted Equipment, and such installation shall be subject to available capacity as determined by Licensor. For the purposes hereof: “**Installation Standards**” means the most current “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time; and “**Order**” means the order/application form (as may be updated by Licensor from time to time) that Licensee must submit to Licensor when Licensee desires to apply for a license to install Equipment or make a Modification to Equipment or the Licensed Space.

2. PERMITTED USE. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment specified in the Order to which the SLA applies and shall transmit and receive only within the frequency ranges specified in the Order, any only at the power levels specified in the Order. Licensee’s use of the Site shall, at all times, comply with (a) all applicable laws, regulations, rules, or requirements (collectively, “**Laws**”) promulgated by federal, state and local governmental units and agencies, or by any Indian Tribe or Native Hawaiian organization with jurisdiction applicable to the Site (each, a “**Government Entity**”), (b) all applicable permits and directives, and (c) the Installation Standards.

3. ACCESS. Subject to Section 9 below and any restrictions or requirements in the underlying real estate interests and instruments relating to the Site, Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site (where and to the extent available), and a non-exclusive license to access Licensor’s utility easement, if any, on a 24 hour per day, 7 day per week basis, for the purposes of maintaining, operating and repairing the Equipment, together with a

license to maintain, operate and repair Licensee’s utility lines, wires, cables, fiber optics, pipes, or conduits (collectively, “**Utility Lines**”), or any other means of providing utility service, including electric and telephone service, to the Licensed Space. At Licensor’s option, Licensee shall coordinate with Licensor for the installation of Utility Lines and other utility equipment serving Licensee’s Equipment or the Licensed Space. Licensor gives no guarantee to Licensee regarding Licensee’s ability to enter or exit the Site when weather conditions, road conditions, and any other element outside Licensor’s control might affect Licensee’s ability to enter the Site. Licensee’s right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, Federal Communications Commission (“**FCC**”) inspectors or persons under their direct supervision. Licensee shall not allow any person to enter upon or climb on a tower (if any) on a Site for or on behalf of Licensee without ensuring that such person works for a contractor approved by Licensor and is properly trained and securely attached to the tower by means of an OSHA-approved device. Notwithstanding the foregoing, in no event shall Licensee allow any person to climb a tower (if any) for or on behalf of Licensee if the SLA does not permit Licensee to install equipment on the tower. The foregoing limitations on who may access the Site or tower for or on behalf of Licensee are material terms of the SLA and these General Terms and Conditions.

4. SLA TERM. The initial term of the SLA shall commence on the “Term Commencement Date” set forth in the SLA and continue for the duration set forth in the SLA (the “**Initial SLA Term**”). The term of the SLA (the “**SLA Term**”) shall automatically extend for subsequent renewal terms (each, an “**SLA Renewal Term**”) in accordance with the SLA unless Licensee elects not to renew as set forth in the SLA.

5. BASIC PAYMENT. Licensee shall pay to Licensor the monthly Basic Payment specified in the SLA for its license and use of the Licensed Space (the “**Basic Payment**”). The Basic Payment is subject to annual increases in accordance with the SLA, and shall be paid in advance and without demand, in equal monthly payments payable on the “Basic Payment Commencement Date” set forth in the SLA, and on the first day of each month thereafter continuing for the SLA Term, subject to extensions as provided for herein. Payments shall be made by check to the payee and address set forth in the SLA. Payments for any partial month shall be prorated.

6. UTILITIES. Licensee shall pay and be responsible for all utilities it uses at the Site and for all installation and maintenance costs associated with connecting to any utility service. The SLA will state whether or not Licensor will be supplying electrical power

to Licensee at the subject Site, provided that Licensor shall not be responsible or liable for any disruption or unavailability of any utility at any Site. If, as a result of or in connection with Licensee's use of any utility at the Site, the subject utility service provider requires the consolidation of lines or the installation, modification or replacement of a transformer or any other utility equipment (collectively, "**Utility Equipment**") being used by Licensee on the Site, then (a) Licensee shall be responsible for the costs associated therewith and (b) Licensee shall be obligated to pay Licensor additional license fees (at rates determined by Licensor) for the space occupied by any such Utility Equipment, if applicable, which additional license fees shall be set forth in the SLA or an amendment to the SLA, provided that, if such Utility Equipment is installed on the Site prior to the parties' execution of an SLA or amendment to SLA that memorializes Licensee's obligation to pay such additional license fees, then Licensee shall still be obligated to pay such additional license fees upon receipt of invoice from Licensor therefor, notwithstanding the fact that such fees have not been memorialized in an executed SLA or amendment.

6.1 Electrical Power Not Sourced by Licensor. If the SLA states that Licensor will not be supplying electrical power to Licensee at the subject Site, then (a) Licensee shall be solely responsible for having its own electric meter installed at the Site or for sourcing its electricity in another manner, provided that the sourcing of electricity to power Licensee's Equipment must be obtained legally and with the approval of the utility service provider or other party supplying electricity to Licensee, and (b) Licensee may not use any existing meter, meter slot, meter can or any other existing utility infrastructure at or serving the Site without Licensor's prior written approval, which approval may be withheld or conditioned in Licensor's sole discretion.

6.2 Electrical Power Sourced by Licensor. If the SLA states that Licensor will be supplying electrical power to Licensee at the subject Site, then:

- (a) the SLA will include provisions requiring that Licensee pay additional rent for Licensee's Utility Demand (as such term will be defined in the SLA) at the Site (a "**Utility Demand Payment**"), the initial amount of which shall be set forth in the SLA;
- (b) the Utility Demand Payment shall be payable in addition to and concurrently with the Basic Payment, beginning on the Basic Payment Commencement Date;
- (c) following the first ninety (90) days of Licensor's supply of electrical power to Licensee under the SLA, Licensor shall:
 - (i) review Licensee's power requirements over such period to determine in good faith whether or not an increase or decrease to the Utility Demand Payment is warranted to more accurately reflect Licensee's power requirements at the Site moving forward, and
 - (ii) provide Licensee with written notice of its determination together with the amount of the applicable adjustment (if any) and Licensor's rationale for such adjustment (if any);
- (d) any adjustment pursuant to Section 6.2(c)(ii) above shall be effective as of the "**UDP Reset Date**", which for the purposes hereof means the first day of the month following the date of the written notice described in Section 6.2(c)(ii) above;

- (e) beginning as of the first anniversary of the UDP Reset Date and no more than once in any consecutive twelve month period thereafter, Licensor may, upon written notice to Licensee (and without the need for a written amendment to the SLA), proportionately increase or decrease the amount of the Utility Demand Payment to reflect any increase or decrease in Licensor's costs for providing power, in which event Licensor will provide its rationale for such adjustment together with such written notice;
- (f) Licensee's Utility Demand may not be increased without Licensor's prior written approval, which approval may be subject to one or more conditions, including, without limitation, Licensee's agreement in writing to an appropriate increase to the Utility Demand Payment;
- (g) notwithstanding anything to the contrary herein, Licensor may require that Licensee execute an amendment to the SLA to document any adjustment to the Utility Demand Payment determined in accordance with this Section 6, in which event Licensor shall prepare, and the parties shall promptly execute, an amendment to the SLA that memorializes such adjustment; and
- (h) in the event that any provision of electricity to Licensee pursuant to this Section 6.2 terminates as a result of electricity becoming unavailable or materially disrupted at the Site, then Licensor shall prepare, and the parties shall promptly execute an amendment to the SLA that memorializes such termination of Licensor's provision of electricity and the termination of the Utility Demand Payment, provided that Licensee shall remain obligated to pay Utility Demand Payments for the period prior to the termination of Licensor's provision of electricity to Licensee.

7. MODIFICATIONS. Licensee shall apply to make a Modification by submitting an Order therefor to Licensor. Following its receipt of such Order and prior to the parties' execution of an amendment for the subject Modification, Licensor will determine and inform Licensee if there are any required studies or processing fees for which Licensee would be responsible in connection with such Order and/or the proposed Modification. Any approved Modification shall be evidenced by an amendment to the SLA. Licensor is not obligated to approve Orders for Modifications. As used herein, "**Modification**" means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground or rooftop, (b) any addition of antennas or antenna structures on the ground, or on any rooftop or equipment pad, (c) any use of space on the ground, tower or rooftop outside of the Licensed Space, except as otherwise expressly permitted in the SLA, (d) any change to the shape or location of the Licensed Space on the ground, tower or rooftop, as applicable, (e) the addition of generators or generator fuel tanks in any location, (f) any addition, modification, or replacement of equipment on the tower or rooftop other than as may be specified in the SLA, (g) any change to the frequency ranges specified in the SLA or the use of any frequency outside of the frequency ranges specified in the SLA, or (h) any use of power in excess of the power level specified in the SLA.

8. NTP REQUIRED FOR INSTALLATION OF EQUIPMENT OR MODIFICATION. Notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification at the Site shall not commence until (a) Licensor issues a written notice to proceed ("**NTP**") pertaining to such



installation or Modification, subject to and in accordance with Licensor's NTP process, which NTP process may require satisfaction of one or more conditions precedent prior to NTP issuance, and (b) such NTP has been acknowledged by Licensee in accordance with Licensor's NTP process. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

9. NOTICE TO LICENSOR PRIOR TO SITE ACCESS.

Prior to any Site access to be made by or on behalf of Licensee, the accessing party shall call Licensor's Network Operations Center ("NOC") at (800) 788-7011 to confirm that no condition exists that would limit or preclude access to the Site. Licensee shall ensure that, if any such condition exists, no access to the Site or tower shall be made by the accessing party until the condition is eliminated. For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

10. PERFORMANCE OF WORK. With respect to the installation of Equipment at the Site, the construction of an approved Modification to Equipment at the Site, or the removal of Equipment from the Site (in each case, "Work"), Licensee shall only engage a contractor approved by Licensor to perform such Work, which approval shall not be unreasonably withheld. Notwithstanding any inspection by Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. (in either case, "Crown Castle") of any such Work, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. Licensee shall ensure that all Work is performed in accordance with the standards set forth in the Installation Standards. Within forty-five (45) days after completion of such Work, Licensee shall provide to Licensor all as-built drawings and other closeout documentation required by Licensor for such Work (the "Closeout Documentation"). The foregoing requirement that Licensee only engage a contractor approved by Crown Castle to perform Work on the Site is a material term of the SLA and these General Terms and Conditions.

11. LIENS. Licensee shall use commercially reasonable efforts to prevent any lien from attaching to the Site or any part thereof or to any interest it or Licensor has therein, or, if applicable, any building or structure on which the Site is located (the "Building"), as a result of any work performed, materials furnished or obligations incurred by or at the request of Licensee. If any such lien is filed, Licensee shall discharge or bond off any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed; provided, however, if Licensee does not discharge or bond off any such lien within the subject thirty (30) day period (or within ten (10) days prior to the expiration of any deadline required by the terms of the subject Prime Lease, if applicable), Licensor may, in its sole discretion and without prior written notice to or consent from Licensee, discharge any such lien filed or threatened through a notice of intent, in which event Licensee shall reimburse Licensor for any amounts paid by Lessor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses incurred in defending any such action or in obtaining the discharge of such lien, which reimbursement and administrative fee shall be paid within thirty (30) days of Licensee's receipt of an invoice for same.

12. PERMITS, AUTHORIZATIONS AND LICENSES. Except as may be otherwise be expressly set forth herein or in the

SLA, or as may be otherwise be expressly agreed to by Crown Castle and Licensee in an executed services agreement, Licensee shall be solely responsible for obtaining and maintaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall provide copies of such permits, authorizations and licenses (if any) to Licensor in accordance with Licensor's NTP process.

13. ZONING APPROVAL. With respect to any approval required by or issued pursuant to any applicable land use, planning, zoning, development, or similar law by a Government Entity (a "Zoning Approval") in relation to Licensee's installation of or Modification to Equipment at any Site, Licensee must provide Licensor with a copy of each application for Zoning Approval ("Zoning Application") and each amendment to Zoning Application ("Zoning Application Amendment") submitted by or on behalf of Licensee at least seventy-two (72) hours before submitting it to the applicable Government Entity (excluding any such Zoning Application or Zoning Application Amendment submitted by CCUSA or an affiliate of CCUSA on behalf of Licensee, if applicable). Licensor shall respond to Licensee with its approval or rejection of such Zoning Application or Zoning Application Amendment within seventy-two (72) hours after its receipt of copies thereof. Licensor reserves the right to (a) require that it or the tower owner be named as applicant or co-applicant on any such Zoning Application or Zoning Application Amendment and (b) require revisions to any such Zoning Application or Zoning Application Amendment. Licensor also reserves the right, prior to any decision by the applicable Government Entity(ies) (including designated individuals thereof with appropriate authority) that has applicable decision-making authority over the Zoning Application ("Zoning Authority"), to approve, reject or appeal any proposed or final conditions of a Zoning Approval (including any limitations or obligations imposed by the Zoning Authority) that would apply to the entire Site, the owner of the Site, the owner of the property on which the Site is located, the owner or operator of any tower on the Site, or any existing or future Site licensee; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of such Zoning Approval. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (i) any Zoning Application or Zoning Application Amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses. Any such costs and expenses paid by Licensor, CCUSA or any affiliate of CCUSA will be passed through to Licensee.

14. INTERFERENCE.

14.1 Interference to Licensee's Licensed Operations. Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's transmissions or reception in excess of levels permitted by the Federal Communications Commission ("FCC"). In the event that any Subsequent Use causes radio frequency ("RF") interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (a) Licensee shall notify Licensor in writing of such RF interference, (b) Licensor shall require the party whose Subsequent Use is causing said RF interference to

reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (c) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference. For the purposes hereof, "**Licensed Equipment**" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which it has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

14.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, upon Licensor's demand, Licensee shall promptly reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. The foregoing requirement that Licensee promptly reduce power or cease operations upon Licensor's demand is a material term of the SLA and these General Terms and Conditions. If Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions.

14.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit an Order to request relocation of such Equipment to another location at the Site. Licensor shall approve the Order if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Order for said relocation is approved by Licensor, the SLA shall be amended to reflect such relocation. For the purposes hereof, "**Unlicensed Equipment**" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

14.4 Interference to Building Users. If the Site is located on a Building, Licensee shall ensure that the operation of its Equipment will not interfere with the maintenance or operation of the Building or with any MATV, CATV or other video systems, any HVAC

systems, any electronically controlled elevator systems, any computers or telephone systems, or any other system servicing the Building and/or its occupants.

15. USE OF HAZARDOUS CHEMICALS. The Order attached to the SLA must identify any batteries or fuel tanks that Licensee will house on the Site, and the Order attached to any SLA amendment must identify any changes to Licensee's batteries or fuel tanks on the Site (including the addition or removal of any batteries or fuel tanks) that were not previously identified in the SLA or any prior SLA amendment. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval, which other hazardous chemicals, as approved by Licensor, must be identified in the subject Order associated with such approval.

16. PRIME LEASE OR DEED. Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the subject Prime Lease or Deed for the Site, a redacted copy of which will be provided or otherwise made available to Licensee prior to SLA execution. Notwithstanding anything to the contrary herein, if a Prime Lease applies to the Site, then (a) the term of the SLA is subject to the term of the Prime Lease, (b) if approval from or payment to Landlord is required under the Prime Lease, the effectiveness of the SLA (or amendment to the SLA, if applicable), shall be specifically subject to obtaining such approval, or making such payment or both, and (c) Licensor will not intentionally breach the Prime Lease in any way that may lead to an event of default under the Prime Lease. Licensee agrees to be bound by and to perform all the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site. As used herein: "**Deed**" means the deed(s) or other similar prior instrument(s), if applicable, from which Licensor's rights in any portion of the Site are derived, together with any restrictive covenants contained therein or otherwise pertaining thereto; and "**Prime Lease**" means the lease(s), sublease(s), or other similar prior agreement(s), if applicable, from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

17. TAXES, FEES AND ASSESSMENTS. Licensee shall be liable for all taxes, fees, assessments or other charges (a) assessed by a Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space and (b) any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of these General Terms and Conditions or Licensee's use of the Site or the Licensed Space. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee. Licensor shall invoice Licensee annually, indicating the amount of the assessment and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt. With respect to Sites located on Buildings, Licensor shall have no responsibility to pay any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor under the Prime Lease) imposed by the lessor, sublessor or licensor under the Prime Lease ("**Landlord**") or by any Government Entity with respect to Licensee's installation and operation of Equipment on, or Licensee's access to and use of, the Building, the Site and the Licensed Premises (e.g., afterhours access fees, government inspection fees, etc.).

18. INDEMNIFICATION. To the extent allowed by law, each party (the "**Indemnifying Party**") shall indemnify, defend and hold the other party, and the such other party's affiliates, subsidiaries,

directors, officers, managers, employees and contractors (collectively, the “**Indemnified Parties**”), harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney’s fees), resulting from or arising out of (a) the Indemnifying Party’s or any of the Indemnifying Party’s contractors’, subcontractors’, servants’, agents’ or invitees’ (excluding other licensees or lessees of Licensor) use or occupancy of the Site, (b) the use of any hazardous materials on the Site by the Indemnifying Party or persons acting under the Indemnifying Party or (c) the existence of any hazardous materials on the Site caused by the Indemnifying Party or persons acting under the Indemnifying Party.

19. INSURANCE. The terms and conditions pertaining to Insurance set forth in **Appendix A** to these General Terms and Conditions are hereby incorporated herein by this reference.

20. CASUALTY. In the event that any portion of the Site is damaged by fire or other casualty not caused by Licensee such that Licensee is effectively precluded from using the Site as authorized under the applicable SLA for: (a) more than ninety (90) consecutive days from the date of damage if the damage is less than total destruction of the Site, or (b) more than one hundred and eighty (180) days from date of destruction if the Site is destroyed; then either party may, at its option, terminate the SLA without further liability of the parties, effective as of the date of such damage or complete destruction. If, for any reason whatsoever, Licensee’s use of the Site is interrupted due to casualty, Licensee’s sole and exclusive remedies shall be (i) abatement of the Basic Payment for the period during which Licensee’s use of the Site is interrupted and (ii) the contingent right to terminate the SLA. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee’s operations caused by force majeure, acts of God or acts or omissions of third parties. In no event shall the discontinuance or disruption of any utility to the Site be deemed to be a casualty.

21. CONDEMNATION. If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state Law.

22. CHANGE TO LOCATION OF EQUIPMENT REQUIRED BY LICENSOR OR LANDLORD. Licensor shall have the right, at Licensor’s sole cost and expense, to change the location of the Equipment on the Site (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when completed, materially alter the signal pattern of the Equipment existing at the Site prior to the change; provided, however, the terms of the Prime Lease shall apply with respect to any relocation of Licensee’s Equipment required by Landlord or the Prime Lease, and Licensee shall be solely responsible for the cost of any such relocation required by Landlord or the Prime Lease. Licensee agrees to cooperate with Licensor to facilitate any relocation pursuant to this Section 22, and any such relocation shall be performed with reasonably minimal disruption to Licensee’s operations and evidenced by an amendment to the SLA.

23. RF EXPOSURE, PROTECTION OF SITE. Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of

workers or the public to RF radiation in excess of the then-existing regulatory standards. If Landlord (as applicable) or Licensor determines that there is an exigent circumstance pertaining to Licensee’s Equipment, Landlord or Licensor shall be entitled to take actions as reasonably necessary to protect the Site. If a fire occurs on the Site, then Licensor shall have the right, in its sole discretion, to restrict access to the Site until such time that Licensor determines the Site to be safe for access. If the fire originated within Licensee’s Equipment on the Site, then, within seven (7) days of Licensor’s written or email request therefor, Licensee shall provide to Licensor the following information in writing (with email being sufficient): (a) the cause/origin of the fire and (b) a root cause analysis relating to the fire.

24. EVENTS OF DEFAULT. Each of the following shall constitute an “**Event of Default**” hereunder: (a) Licensee’s failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (b) Licensee’s breach of any term that is specifically identified herein as a material term of the SLA and these General Terms and Conditions (for which no cure period will apply); and (c) either party’s failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party’s request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure.

25. REMEDIES. In the Event of Default by Licensee, upon Licensor’s demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current SLA Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate the SLA as set forth below. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law. In the Event of Default by either party (the “**Defaulting Party**”), the other party (the “**Non-Defaulting Party**”) may terminate the SLA by providing written notice of such termination to the Defaulting Party. Such written notice shall describe (a) the Event of Default, and (b) in the case of a breach to which a cure period applied in accordance with Section 24 above, the Defaulting Party’s failure to cure such breach within the stipulated cure period. The Non-Defaulting Party’s right to terminate the SLA pursuant to this Section 25 is in addition to any other rights and remedies provided to the Non-Defaulting Party by law or under these General Terms and Conditions.

26. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law; provided, however, neither party gives up its rights to receive indemnity from the other party for claims by third parties for such types of damages (or for any other types of damages).

27. WITHDRAWAL OR TERMINATION OF SITE ZONING APPROVAL OR PERMIT. If any Site zoning approval or any of Licensor’s permits to operate the Site as a communications facility is withdrawn or terminated, the SLA shall terminate



effective as of the termination of such Site zoning approval or permit.

28. ASSIGNMENT, SUBLEASE, SHARING. The SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred in whole or in part by Licensee without the prior written approval or consent of Licensor, which consent may not be unreasonably withheld, conditioned or delayed. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Notwithstanding the foregoing, if applicable to Licensee, Licensee shall have the right to assign in whole its interest under the SLA without the consent of Licensor, upon forty-five (45) days prior written notice to Licensor, to Licensee's parent, to any of its wholly-owned subsidiaries, to any entity that controls, is controlled by or under common control with Licensee, or to any entity that owns or acquires all or substantially all of Licensee's assets or shares of ownership. Licensee shall not sublease or license its interest in the SLA or these General Terms and Conditions, in whole or in part, either directly or through subsidiaries, affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with, and is prohibited from using the Equipment at any Site to operate the licensed frequencies of, any third party. Notwithstanding the foregoing, if Licensee is a government entity or agency, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in these General Terms and Conditions.

29. GOVERNING LAW. To the extent allowed by law, the SLA inclusive of these General Terms and Conditions shall be governed by the laws of the State of New York without regard to its choice of law principles. Otherwise, the Laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern the SLA inclusive of these General Terms and Conditions.

30. COMPLIANCE WITH LAWS. Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, except where noncompliance is due to Licensee's, Landlord's (or, in relation to a Deed, the grantor's), or any other Site user's negligence or willful misconduct. Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor. All installations and operations by Licensee in connection with the SLA shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the Federal Aviation Administration. In its use of the Site, Licensee is prohibited from providing any service or installing or operating any equipment that is prohibited or has been identified as posing an unacceptable risk to United States national security under the Secure Equipment Act of 2021 (Public Law No: 117-55) or any similar Law.

31. REMOVAL OF EQUIPMENT, SURRENDER OF LICENSED SPACE. Licensee shall remove all its Equipment from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of the SLA, and Licensee shall provide to Licensor all required Closeout Documentation pertaining to the

subject removal Work in accordance with Section 10 above. The removal of Equipment shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, the Licensed Space or the equipment of any third party on the Site. Should any of Licensee's Equipment remain on the Site after the expiration or termination of the SLA, then: (a) no tenancy or interest in the Site shall result and (b) such Equipment shall be subject to immediate removal. In addition, should any of Licensee's Equipment remain on the Site after the expiration or termination of the SLA or should Licensee fail to deliver all required Closeout Documentation pertaining to the subject removal Work within the timeframe specified in Section 10 above, then commencing as of the day immediately following the expiration or termination of the SLA, in addition to any other rights or remedies available to Licensor, Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month that lapses until the date on which both (i) all of Licensee's Equipment has been removed from the Site and (ii) Licensor has been provided with all required Closeout Documentation evidencing that all such Equipment has been removed. Notwithstanding the foregoing, Licensor may, in its sole discretion and without Licensee's approval, (A) take ownership of any portion of the Equipment that has not been removed from the Site prior to the expiration or termination of the SLA, without the need of a bill of sale or other written instrument to effectuate such transfer of ownership, or (B) remove and dispose of any portion of such Equipment, in which event Licensee shall pay to Licensor a fee equal to one and one-half (1 ½) times the total cost of removing, transporting and disposing of the Equipment.

32. NOTICES. Except for notices of access which are to be provided as set forth in Section 9 above, all notices hereunder shall be in writing, shall be sent to the parties at the notice addresses set forth in the SLA and given by (a) established express delivery service which maintains delivery records, (b) hand delivery or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery to the recipient at the designated address is impossible (e.g., because the recipient moved to a new address but did not designate a new address for notices in accordance with this Section 32). Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

33. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.

33.1 Defined Terms. The following terms as used in this Section 33 are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a

part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“**Lender**” means any and all lenders, creditors, indenture trustees and similar parties and their successors in interest.

“**Security Instrument**” means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

33.2 Subordination. Subject to Section 33.3 below, the SLA and Licensee’s rights under the SLA are and will be subject and subordinate in all respects to existing and future recorded mortgages or other security interests which are or may be placed upon the Site in connection with a Security Instrument and all other rights afforded to the holder of any such mortgages or other security interests. The subordination herein shall be self-operative.

33.3 Non-Disturbance. So long as the SLA is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Licensee’s right of possession of the Site and all other rights of Licensee pursuant to the terms of the SLA shall not be affected or disturbed by Lender (or any Acquiring Party) in the exercise of its rights under the Security Instrument.

33.4 Liability of Parties. Licensee and Licensor agree (a) that any Conveyance shall be made subject to the SLA and the rights of Licensee hereunder and (b) that the parties shall be bound to one another and have the same remedies against one another for any breach of the SLA or these General Terms and Conditions as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating the SLA.

33.5 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (a) Licensee shall not seek to terminate the SLA and shall remain bound under the SLA, provided that Licensee does not waive any rights that it may have hereunder to terminate the SLA, in accordance with its terms and these General Terms and Conditions, and (b) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the SLA Term and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

34. NO WAIVER. No provision of the SLA or these General Terms and Conditions will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

35. NON-DISCLOSURE. For a period ending one hundred eighty (180) days after the expiration or termination of all SLAs executed under these General Terms and Conditions, the parties

agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party these General Terms and Conditions, any SLA or any portion thereof, except that a party to an SLA may disclose the terms of these General Terms and Conditions, any SLA or any portion thereof to (a) such party’s auditor, accountant, lender or attorney, (b) such party’s employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or (c) a Government Entity to the extent required by regulation, subpoena or government order to reveal, disclose or publish such information. Notwithstanding the foregoing, either party may disclose the terms of these General Terms and Conditions, any SLA or the relevant portions thereof to (i) Landlord, if a Prime Lease applies to the Site, (ii) the manager of the Building (if applicable), (iii) any of Licensor’s creditors, or (iv) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site.

36. ITEMS CONTROLLED BY EXPORT ADMINISTRATION REGULATIONS. If in relation to these General Terms and Conditions or any SLA Licensee (or any of its affiliates, employees, agents or contractors) provides to Licensor (or any of its affiliates, employees, agents or contractors) any items controlled by U.S. Export Administration Regulations (collectively, “**EAR Controlled Items**”), including any documentation containing information or technical data that is restricted by the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401 et seq.) (the “**Export Administration Act**”), or if Licensee (or any of its affiliates, employees, agents or contractors) places on the Site (or property containing the Site) any EAR Controlled Item(s), (a) Licensee shall ensure that such EAR Controlled Items are clearly marked with a warning to the extent required, and in a format as required, by the Export Administration Act, (b) Licensee shall provide Licensor with the Export Control Classification Numbers for such goods or information, and (c) Licensee shall immediately notify Licensor in writing of its provision or placement of such EAR Controlled Items as described above.

37. PRIOR AGREEMENT SUPERSEDED. The parties hereby agree that the SLA shall be deemed to have revoked and superseded any Prior Agreement as of the SLA Date (as such term is defined in the SLA), and the terms of the SLA inclusive of these General Terms and Conditions (together with applicable Laws) shall govern with respect to all matters under the SLA occurring on or after said date. As used herein, “**Prior Agreement**” means, if applicable, any prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to both the Site and the subject matter described in the SLA.

38. COUNTERPARTS AND ELECTRONIC SIGNATURE. The SLA may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of the SLA shall legally bind the parties to the same extent as original documents.

**APPENDIX A
to General Terms and Conditions**

INSURANCE

1. General. Licensee shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of Sites. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Licensor, Licensor's manager (as applicable), and Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the subject Site is located.

2. Limits. At a minimum, Licensee shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$2,000,000;
- (c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and
- (d) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

Licensee must ensure that all independent contractors accessing Sites for or on behalf of Licensee maintain insurance as separately specified by Licensor.

3. Increases to and Application of Limits. Following the first five (5) years of the SLA Term, if the commercial general liability limits and umbrella liability limits identified above are no longer reflective of then-current industry exposures and Licensor informs Licensee of same, then Licensor and Licensee shall in good faith meet and confer as early as reasonably practicable to mutually agree upon appropriate increases to said limits to cause them to be reflective of then-current industry standards. Such limit increases shall occur no more than once every five (5) years. If Licensee maintains insurance with limits higher than the minimum limits required by this **Appendix A**, then such higher limits shall apply as to comply with the limits required by this **Appendix A**. The insurance requirements in these General Terms and Conditions shall not be construed to limit or otherwise affect the liability of Licensee.

4. Policies and Certificates. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of the SLA and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

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