



SELECT EDGE ACCESS SUPPLEMENT

This Select Edge Access Supplement (“**Supplement**”) is incorporated into and made a part of any Site License Agreement (“**SLA**”) that specifically refers to and incorporates this Supplement. Unless otherwise noted in this Supplement, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”. Unless otherwise defined herein, capitalized terms in this Supplement herein (including, without limitation, the terms, “Licensee” and “Licensor”) shall have the meanings given in the SLA or the General Terms and Conditions (“**General Terms and Conditions**”) incorporated into and made a part of the applicable SLA. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement applies to Select Edge Access licensed to Licensee under an SLA that specifies Select Edge Access.

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of such Select Edge Access.

“**Licensed Space**”: The floor, cabinet, cage or rack space identified in the Order attached to applicable SLA that is dedicated to Equipment at a specific SEA Facility. The Licensed Space does not include any space that is not expressly licensed to Licensee under the SLA, including any space located outside of the SEA Facility.

“**Meet-Me-Rack**”: With respect to a SEA Facility, a dedicated rack in the SEA Facility that Licensor designates for Licensee and all others receiving space at such SEA Facility to provide connectivity.

“**Modification**”: Means (a) any addition or relocation of Equipment, floor, cabinet, cage or rack space, or (b) any use of power in excess of the Power Limitation.

“**Select Edge Access**”: The provision of Licensed Space and any other services (e.g., power or cross-connections) provided by Licensor to Licensee in the SEA Facility.

“**Site**”: The outdoor facility (including cell tower facilities) identified in the applicable SLA, within which a SEA Facility is housed.

“**Select Edge Access Facility**” or “**SEA Facility**”: The unstaffed, remotely managed, HVAC-conditioned telecommunications shelter, building, enclosure or cabinet located within a Site operated by Licensor and listed in the applicable SLA at which Licensor provides floor space or rack arrangements dedicated to Licensee’s Equipment.

3. LICENSE TERMS

3.1 License. Subject to the terms and conditions set forth in the SLA for Select Edge Access, Licensor will grant to Licensee a license to install, operate and maintain on the Site only the Equipment as described in the Order attached to the SLA and a license occupy and use the Licensed Space, including common portions of the Meet-Me-Rack (if applicable) and any power, cabling, and connectivity (if any) identified in the applicable SLA. Licensee acknowledges that this Supplement and any SLA for Licensed Space does not grant any real property interest in such Licensed Space, the SEA Facility or the Site.

3.2 Use of Licensed Space. Each Licensed Space is delivered in its current condition (“as is” and “where is”), and Licensee acknowledges that it has inspected the same and found each to be satisfactory. Licensor makes no warranty with respect to title, condition, safety or fitness of the Licensed Space, and Licensee shall use the License Space at its sole risk. Licensee shall use the Licensed Space only for the purpose of placing, operating and maintaining Equipment. Licensee shall exercise its rights hereunder in accordance with the terms set forth herein and applicable international, federal, state, and local laws and regulations. Nothing herein shall be construed as limiting or restricting Licensor in any manner from using the Site, SEA Facility, Licensor’s cages, cabinets, racks, cables, power, and/or other facilities and equipment for any purpose. Licensor shall not be restricted in sub-leasing or licensing other portions of the applicable Site or SEA Facility to other third parties without the prior written consent of Licensee. Licensee shall not make any alterations to the Licensed Space. Licensee shall properly maintain the Licensed Space and shall at all times keep the Site and SEA Facility free of any debris, waste or other obstructions. Licensee shall not allow any combustible or paper-based products to reside within the Licensed Space at any time, and Licensor reserves the right to cure any violations immediately and without notice to Licensee. Licensee shall not install or operate any antennas or other transmitting equipment on



the Site or SEA Facility. In no event shall Licensee access or climb, or allow any of its employees, contractors, subcontractors or invitees to access or climb any tower located on or near the Site or SEA Facility.

3.3 Installation. Licensee is responsible for all aspects of installation and removal of Equipment, unless otherwise agreed in writing by the Parties. Licensee will install Equipment in the Licensed Space only after obtaining authorization from Licensor. Licensee shall give Licensor at least ten (10) days' notice prior to commencing installation. Licensee will be solely responsible for the acts of any third party that delivers, installs or removes Licensee's Equipment for or on behalf of Licensee. Licensee shall engineer, furnish, install, and test, at its sole risk, cost, and expense, all of Equipment in accordance with the plans and specifications approved in advance by Licensor. All Equipment shall be clearly labeled as Licensee's, and Licensee shall be responsible for removal of all installation material, for daily clean-up of the Licensed Space during installation, and for a final clean up after completion of installation.

3.4 Rules and Regulations. Select Edge Access and any installation of Equipment shall be in accordance with the terms specified in an applicable SLA and shall be governed by the applicable Crown Castle Facility Rules and Regulations for unmanned facilities. A current copy of the "Crown Castle Facility Rules and Regulations" applicable to the SEA Facility identified in the SLA may be found at <https://www.crowncastle.com/terms-and-conditions-repository> which may be updated from time to time without notice by posting an updated version to Licensor's website.

3.5 Power and HVAC.

3.5.1 Power and HVAC Cost Increase. Licensor will provide DC power and/or AC power to the Licensed Space as per the allotment specified in the Order attached to the applicable SLA at the rates and charges (i.e., additional rent) set forth in the applicable SLA (such additional rent, the "Utility Payment"), which Utility Payment shall be payable each month in addition to and concurrently with the Basic Payment, beginning on the Basic Payment Commencement Date. To the extent the applicable utility provider has increased prices paid by Licensor for electricity or power used to service the Licensed Space or to the extent necessary to reflect Licensor's costs for providing power or HVAC, Licensor may proportionally increase the amount of Utility Payment in an SLA relating to such Licensed Space. Licensor will provide reasonable documentation supporting such increase within fifteen (15) days of request for same from Licensee.

3.5.2 Power Load Limitation. Notwithstanding anything to the contrary in this Supplement, Licensee agrees that, in no event shall the load for the Licensed Space connected to any power circuit, or the draw on any power circuit, exceed eighty percent (80%) of the power circuit's breakered capacity ("Power Limitation"). If Licensor discovers that Licensee has violated Power Limitation, Licensor may, in its sole discretion, provide Licensee written notice of such violation requiring Licensee to pay Licensor a monthly excess power charge of one hundred percent (100%) of the then-applicable power charge and/or discontinue Licensee's right to use the power circuit that exceeds the Power Limitation. Unless specified otherwise in the applicable SLA, Licensor shall not have any obligation to provide the applicable Licensed Space with, and it shall be Licensee's responsibility to provide or install, to the extent that it determines necessary, surge protection devices, power performance monitoring devices or other electrical safety devices to protect Equipment.

3.5.3 Back-Up Power Supplied by Licensor. In addition to supplying electrical power to Licensee at the subject SEA Facility in accordance with Section 3.5.1 above, Licensor will ensure that the Equipment at the SEA Facility is also connected to a back-up power source so that, in the event of a primary electrical power supply outage, Licensee will have at least twenty-four (24) continuous hours of power immediately following the commencement of such power outage.

3.5.4 No Active Monitoring or Fire Suppression Requirement. Licensor is under no obligation to actively monitor the humidity levels or temperature within or outside of the SEA Facility or to have an operating fire suppression system anywhere on the Site, including, without limitation, within the SEA Facility.

3.5.5 Authorized Disclosure of Power Load Information. Notwithstanding any other provision in the SLA or this Supplement, Licensor may disclose to consultants, utility brokers, and/or utility providers, information pertaining to Licensee's power load and relevant corresponding data; including, but not limited to load sheets, utility account information, service addresses, historical usage and consumption data, utility invoices, and any other information reasonably necessary to procure utility provision for the Licensed Space. Consultants and/or utility brokers engaged to facilitate such procurement may also share such information provided to them directly with utility providers.

3.6 Equipment Maintenance and Removal. Licensee shall, at its own cost and expense, maintain all Equipment at such Licensed Space in good repair, condition and working order, and shall provide or arrange for all parts, mechanisms, devices and servicing required therefor. Licensee shall be responsible for any repairs to or servicing of such Equipment, and for any maintenance/service agreement that may cover such Equipment. Except in the case of an emergency, Licensor shall not relocate, move, alter, or disturb any Equipment at any Licensed Space without the prior written consent of Licensee, such consent not to be unreasonably withheld, denied, conditioned, or delayed. Any Equipment not removed from the Licensed Space within two (2) business days of the expiration or termination of the applicable SLA shall be assumed abandoned by Licensee and Licensor, or, if



applicable, Landlord or Licensor, may dispose of such Equipment as Licensor or Landlord deems appropriate, in its sole discretion, and Licensee shall be responsible for all risks and expenses associated with such disposal.

3.7 Relocation. Licensor may require Licensee to move any Equipment located in a Licensed Space. In such event, Licensor shall, to the extent reasonably possible (with consideration, if applicable, to what notice Licensor may have received from the applicable Landlord), provide Licensee with sufficient prior written notice to permit Licensee to take any actions necessary to plan for any potential service interruptions and will provide the location of the new floor space/rack arrangement to be dedicated to Equipment. Licensee shall reimburse Licensor for any and all reasonable costs and expenses incurred as a result of Equipment relocation.

3.8 Interference. Licensee agrees that its use of any applicable Licensed Space shall not interfere with Licensor's or its other licensees' use of the Site or SEA Facility. Licensor may suspend the provision of Select Edge Access to Licensee and take all other reasonable steps to remedy the interference in the event that Licensee or Equipment interferes with Licensor's operation or maintenance of the Site, SEA Facility or with one or more of Licensor's other licensees' use thereof, and within a reasonable time, not to exceed one (1) hour after being notified by e-mail or phone, Licensee fails to cease such interference. In the event that Licensor suspends Select Edge Access hereunder, Licensor will resume the discontinued Select Edge Access as soon as reasonably practicable after it is satisfied that Licensee has cured the interference. Further, Licensor may terminate the applicable SLA if Select Edge Access is suspended more than twice during the applicable SLA Term. Except as otherwise provided, Licensor agrees to use commercially reasonable efforts to ensure that Licensee's use of such Licensed Space is not unreasonably interfered with by Licensor, its employees, agents or other licensees, and/or the Landlord of any Site.

3.9 Cross Connections. Licensee may not run cables or wires of any kind from the Licensed Space to any other location in the SEA Facility without the prior written approval of Licensor pursuant to an SLA describing the cross-connect and the charges applicable thereto. Licensee has the right to order connectivity services directly from any carrier and request demarcation points inside the Meet-Me-Rack. The charges for such cross-connection between Licensee facilities and carrier facilities will be identified in the applicable SLA. Licensee may not allow any carriers or other person to gain access to the Site, SEA Facility or the Licensed Space. Licensor shall have sole control of access to the Site and SEA Facility by carriers, contractors, service providers or others. Licensee shall not engage in or provide at the SEA Facility any meet-me-room services.

3.10 Licensor Conduit and Demarcation Points. Licensor will provide available conduit ("**Licensor Conduit**") from within the SEA Facility to handholes, manholes, or other outside termination points ("**OSP Demarcation Point**"). Licensee must install all fiber optic cable connecting its equipment in the Licensed Space to the OSP Demarcation Point within the Licensor Conduit. Licensee's demarcation point within the SEA Facility is always located in the Licensed Space.

3.11 Inspections. Licensor may make periodic inspections of any part of the Equipment. The making of periodic inspections or the failure to do so shall not operate to impose upon Licensor any liability and shall not relieve Licensee of any responsibility, obligations or liability under this Supplement or the SLA.

4. RISK OF LOSS AND INDEMNIFICATION

4.1 Risk of Loss. The risk of any loss of or damage to Equipment at any Licensed Space shall be borne solely by Licensee. Licensor shall not be liable to Licensee for, and Licensee shall not be relieved of its obligations hereunder due to, any interruption or termination of any service or utilities due to any repair, installation or improvement, or any cause beyond Licensor's reasonable control, except that if Licensee is unable to operate its business as a result of such interruption caused by the gross negligence or willful misconduct of Licensor, there shall be an abatement of the applicable Basic Payment during the period of such interruption.

4.2 Indemnification. Licensee shall indemnify, defend, release, and hold harmless Licensor, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors, as well as the Landlord and Licensor's other Licensees, from and against any and all claims, demands, actions, judgments, costs, expenses (including reasonable attorneys' fees), damages and/or liabilities arising out of or in connection with Licensee's (including its agents, contractors, employees and representatives) use of the Licensed Space, SEA Facility or Site, or exercise of its rights hereunder.

5. EMINENT DOMAIN AND CASUALTY

Should a substantial portion of the Licensed Space, the SEA Facility or of the Site, be damaged by fire or other casualty, or be taken by eminent domain, Licensor may elect to terminate the license for any Licensed Space hereunder. When such fire, casualty, or taking renders the Licensed Space substantially unsuitable for its intended use, a just and proportionate abatement of the applicable Basic Payment shall be made, and Licensee may elect to terminate the license for the affected Licensed Space hereunder if: (a) Licensor fails to give written notice within forty-five (45) days after such fire, other casualty or taking, of Licensor's intention to restore the Licensed Space, or (b) Licensor fails to restore the Licensed Space to a condition substantially suitable for its intended use within one hundred and eighty (180) days after said fire, casualty or taking. Licensor reserves, and Licensee irrevocably assigns



and grants to Licensor, all rights which Licensee may have for damages or injury to the Licensed Space for any taking by eminent domain, except for damage to the Equipment.

6. MONTHLY PROPERTY TAX FEE

Licensee shall pay to Licensor a monthly “Property Tax Fee” to defray Licensor’s tax obligations (excluding income taxes) related to the Site. The monthly “Property Tax Fee” will be equal to 2.5% of the Basic Payment payable by Licensee to Licensor for the subject month, and payable within thirty (30) days of Licensee’s receipt of invoice therefor. Licensee’s obligation to pay the “Property Tax Fee” is in addition to Licensee’s tax obligations specified the General Terms and Conditions.

7. MISCELLANEOUS

7.1 Exceptions to General Terms and Conditions. Sections 6 UTILITIES (including Sections 6.1 and 6.2), Section 14 INTERFERENCE (including Sections 14.1 through 14.4), Section 15 USE OF HAZARDOUS MATERIALS, Section 18 INDEMNIFICATION, Section 23 RF EXPOSURE, PROTECTION OF SITE of the applicable General Terms and Conditions do not apply to Secure Edge Access.

7.2 Hazardous Materials. Licensee may not transport, place or install any batteries, fuel tanks or other hazardous chemicals or materials on the Site or within the SEA Facility.

7.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SUPPLEMENT, LICENSOR MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS SUPPLEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND LICENSOR HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, AND (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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