



SITE LICENSE AGREEMENT (FOR SELECT EDGE ACCESS)

This Site License Agreement ("SLA") is made and entered into as of _____, 20__ (the "SLA Date"), by and between _____, a _____ ("Licensee") and [INSERT APPROPRIATE CROWN CASTLE LICENSOR ENTITY NAME IF THE SITE IS NOT A MANAGED SITE; INSERT APPROPRIATE AT&T, SPRINT OR T-MOBILE LICENSOR ENTITY NAME IF THE SITE IS AN AT&T MANAGED SITE, SPRINT MANAGED SITE OR T-MOBILE MANAGED SITE], a _____ ("Licensor"), with respect to Licensee's use of certain space at Crown Castle BU#: _____, Licensee Site ID: _____ (the "Site") in connection with (a) the approved order attached hereto as Exhibit A (the "Order"), (b) the Site Plan attached hereto as Exhibit B (the "Site Plan") and (c) the Equipment identified in those Exhibits.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

1. **INCORPORATED AND DEFINED TERMS:** The **General Terms and Conditions, Version 1.0**, located here: <https://www.crowncastle.com/terms-and-conditions-repository> (the "General Terms and Conditions") and the **Select Edge Access Supplement, Version 1.0** located here: <https://www.crowncastle.com/terms-and-conditions-repository> (the "SEA Supplement") are hereby incorporated herein and made part of this SLA. The SEA Supplement modifies the General Terms and Conditions and controls to the extent of any conflict or contradiction between them. This SLA controls to the extent of any conflict or contradiction between it and the General Terms and Conditions or the SEA Supplement. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions or the SEA Supplement. Unless otherwise noted in this SLA, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

2. **SLA TERM:**

SLA Term Item	Value / Requirement
"Term Commencement Date":	
Duration of Initial SLA Term:	_____ years
Number of Renewal SLA Terms:	
Duration of Renewal SLA Terms:	_____ years each
Required minimum number of days written notice not to renew:	Ninety (90) days prior to the expiration of the then-current term that is in effect as of the date of Licensor's receipt of such written notice from Licensee

3. **PAYMENTS:**

- 3.1 **Payment Method:** Licensee shall include the Crown Castle BU# specified above on or with each payment hereunder. All payments shall be made to _____ at P.O. Box _____.

3.2 **Basic Payment:**

Basic Payment Item	Value / Requirement
"Basic Payment Commencement Date":	
Initial Basic Payment:	\$ _____ per month
Recurring Escalation to Basic Payment:	% on each anniversary of the Term Commencement Date

3.3 **Utility Payment:**

Utility Payment Item	Value / Requirement
Initial Utility Payment:	\$ _____ per month
Adjustments to Utility Payment:	Adjustments to be in accordance with the terms of the SEA Supplement



INSERT ONLY IF LICENSEE WILL BE USING CROWN'S CROSS CONNECT, AND INCLUDE APPLICABLE NON-RECURRING AND/OR RECURRING FEE DETAILS; OTHERWISE, DELETE:

3.4 Cross Connect Fees:

Cross Connect Fee Item	Value / Requirement
Non-Recurring Cross Connect Fee:	\$, payable within thirty (30) days after the SLA Date
Monthly Cross Connect Fee:	\$ per month, payable in addition to and concurrently with the Basic Payment
Adjustments to Monthly Cross Connect Fee:	

INSERT ONLY IF LICENSEE WILL BE ACCESSING CROWN'S CONDUIT, AND INCLUDE APPLICABLE NON-RECURRING AND/OR RECURRING FEE DETAILS; OTHERWISE, DELETE:

3.5 Conduit Access Fees:

Conduit Access Fee Item	Value / Requirement
Non-Recurring Conduit Access Fee:	\$, payable within thirty (30) days after the SLA Date
Monthly Conduit Access Fee:	\$ per month, payable in addition to and concurrently with the Basic Payment
Adjustments to Monthly Conduit Access Fee:	

INSERT IF REVENUE SPLITTING OR REVENUE SHARING (OR OTHER SIMILAR PAYMENT) APPLIES; OTHERWISE, DELETE:

3.6 IF THE PRIME LEASE REQUIRES THAT LICENSEE MAKE ANY PAYMENT(S) DIRECTLY TO THE LANDLORD, OR LICENSEE IS REQUIRED TO REIMBURSE CROWN FOR PAYMENT(S) MADE TO THE LANDLORD AS A RESULT OF LICENSEE'S CO-LOCATION, INSERT APPROPRIATE CLAUSE FOR SUCH PAYMENTS.

4 NOTICE ADDRESSES:

<u>Licensee's Address for Notices:</u>	<u>Licensor's Address for Notices:</u>
 Attention: Telephone: () -	Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000

5 PRIME LEASE OR DEED: Licensee acknowledges that a redacted copy of the Prime Lease or Deed for the Site has been provided to Licensee or has otherwise been made available to Licensee through Licensor's online database.

6 ADDITIONAL PROVISIONS (IF APPLICABLE):

INSERT THE FOLLOWING SECTION A IF THE SITE IS AN AT&T MANAGED SITE:

- A. Management Agreement, Manager. Pursuant to a certain Management Agreement dated as of December 16, 2013 (the "**Management Agreement**") by and among Licensor, [INSERT APPLICABLE CROWN CASTLE MANAGER ENTITY], a Delaware limited liability company ("**Manager**"), and certain of their affiliates, Manager was (i) appointed as Licensor's exclusive operator with respect to the management, administration and operation of certain "Managed Sites" (as defined in the Management Agreement), including the Site, (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this SLA, and (iii) authorized to receive all of the revenue generated by the Site, including all revenue due under this SLA. Notwithstanding anything to the contrary herein, Licensor and Licensee acknowledge and agree that, pursuant to the Management Agreement: (a) Manager is authorized to act as Licensor's exclusive operator and contract administrator for the Site; (b) Manager will perform all of Licensor's duties and obligations under this SLA; (c) Manager has been granted a power of attorney to execute this SLA on Licensor's behalf; (d) Manager is authorized to receive all payments due under this SLA; and

(e) Licensee shall direct to Manager all payments, fees, applications, approvals, permits, notices and any other documentation required hereunder or otherwise relating to Licensee's co-location at the Site.

INSERT THE FOLLOWING SECTION A IF THE SITE IS A SPRINT MANAGED SITE:

- A. Management Agreement, Manager. Pursuant to a certain Master Lease and Sublease dated [INSERT either "May 26, 2005" or "January 27, 2006", as appropriate] (the "**Management Agreement**") by and between Licensor and [INSERT APPLICABLE CROWN CASTLE MANAGER ENTITY], a Delaware limited liability company ("**Manager**"), Manager was (i) appointed as Licensor's exclusive operator with respect to the management, administration and operation of certain "Managed Sites" (which are defined as "Pre-Lease Sites" in the Management Agreement), including the Site, (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this SLA, and (iii) authorized to receive all of the revenue generated by the Site, including all revenue due under this SLA. Notwithstanding anything to the contrary herein, Licensor and Licensee acknowledge and agree that, pursuant to the Management Agreement: (a) Manager is authorized to act as Licensor's exclusive operator and contract administrator for the Site; (b) Manager will perform all of Licensor's duties and obligations under this SLA; (c) Manager has been granted a power of attorney to execute this SLA on Licensor's behalf; (d) Manager is authorized to receive all payments due under this SLA; and (e) Licensee shall direct to Manager all payments, fees, applications, approvals, permits, notices and any other documentation required hereunder or otherwise relating to Licensee's co-location at the Site.

INSERT THE FOLLOWING SECTION A IF THE SITE IS A T-MOBILE MANAGED SITE:

- A. Management Agreement, Manager. Pursuant to a certain Management Agreement dated as of November 30, 2012 (the "**Management Agreement**") by and among Licensor, [INSERT APPLICABLE CROWN CASTLE MANAGER ENTITY], a Delaware limited liability company ("**Manager**"), and certain of their affiliates, Manager was (i) appointed as Licensor's exclusive operator with respect to the management, administration and operation of certain "Managed Sites" (as defined in the Management Agreement), including the Site, (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this SLA, and (iii) authorized to receive all of the revenue generated by the Site, including all revenue due under this SLA. Notwithstanding anything to the contrary herein, Licensor and Licensee acknowledge and agree that, pursuant to the Management Agreement: (a) Manager is authorized to act as Licensor's exclusive operator and contract administrator for the Site; (b) Manager will perform all of Licensor's duties and obligations under this SLA; (c) Manager has been granted a power of attorney to execute this SLA on Licensor's behalf; (d) Manager is authorized to receive all payments due under this SLA; and (e) Licensee shall direct to Manager all payments, fees, applications, approvals, permits, notices and any other documentation required hereunder or otherwise relating to Licensee's co-location at the Site.

[Signatures to immediately follow]



IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

INSERT THE FOLLOWING LICENSOR SIGNATURE BLOCK IF THE SITE IS NOT A MANAGED SITE:

LICENSOR:

[INSERT PROPER LICENSOR ENTITY SIGNATURE BLOCK INFORMATION]

By: _____
Name: _____
Title: _____

INSERT THE FOLLOWING LICENSOR SIGNATURE BLOCK IF THE SITE IS AN AT&T MANAGED SITE, SPRINT MANAGED SITE OR T-MOBILE MANAGED SITE:

LICENSOR:

[INSERT AT&T LICENSOR, SPRINT LICENSOR OR T-MOBILE LICENSOR, AS APPLICABLE]

By: [INSERT APPLICABLE CROWN CASTLE MANAGER ENTITY], Its Attorney-In-Fact

By: _____
Name: _____
Title: _____

LICENSEE:

[INSERT PROPER LICENSEE ENTITY SIGNATURE BLOCK INFORMATION]

By: _____
Name: _____
Title: _____

**EXHIBIT A
to Site License Agreement
(for Select Edge Access)**

APPROVED ORDER

[INSERT APPROVED ORDER]

EXHIBIT B
to Site License Agreement
(for Select Edge Access)

SITE PLAN

[INSERT SITE PLAN]