

BASIC LICENSE INFORMATION	
City:	CITY AND COUNTY OF SAN FRANCISCO
Licensee:	EXTENET SYSTEMS, LLC a Delaware Corporation
Term:	12 years, beginning on the Effective Date.
Master License Effective Date:	The first day of the month after the date the parties have fully executed this Master License.
Pole License Commencement Dates:	For each Pole License, the date the parties have fully executed it.
Pole License Application Deadline (§ 3.2.4):	The 11 th anniversary of the Effective Date.
Master License and Pole License Expiration Date (§ 1.3):	The day before the 12 th anniversary of the Effective Date.
License Fee (§ 4.1)	For each Pole License, the annual License Fee shall begin on the Pole License Commencement Date for the first License Year and on each January 1 thereafter.
License Fee Rate (§ 4.2.1):	After the Pole License Commencement Date, Licensee shall pay City an annual License Fee at a rate based on the number of City Poles licensed under each Pole License. All License Fees are set forth in <u>Exhibit C</u> . City will provide a License Fee schedule specific for each Pole License.
Adjustment Date (§ 4.3):	License Fee and all other fees set forth in Exhibit C will escalate by 4% on January 1 of each year of the Term, starting on January 1, 2023.
Master License Application Fee (§ 4.6):	\$7,500, to be delivered with Licensee's signed counterpart of this Master License.
Pole License Administrative Fee (§ 4.7):	\$2,000 per Standard City Pole, to be delivered with Licensee's application for each Pole License. For Nonstandard City Poles, City will set the Pole License Administrative Fee after receiving any Pole License application requesting their use, and such fee shall be reasonable, actual, and cost-based.
Permitted Use (§ 5.1):	Installation, operation, and maintenance of Equipment on the License Area specified in each Pole License and no other location. Use of the License Area shall not interfere with streetlight operations or transit or transportation uses. Use of the License Area for any other purpose without City's prior consent is prohibited.

Equipment Installation (§7):	All Equipment to be installed on the License Area is subject to City's final approval through the applicable Pole License. Licensee shall install Equipment at its sole cost only at the Pole Locations specified in each Pole License.
Utilities (§ 12.1):	Licensee shall procure and pay for all electricity necessary for Licensee's use of the License Area.
Service Connection Fee (§ 12.2.3):	Unless Licensee will obtain electricity from a source other than SFPUC, a Service Connection Fee as set forth in <u>Exhibit C</u> will be assessed with each Pole License.
Emissions Report and Noise Study (§ 13.7):	As a condition to issuance of any Pole License, Licensee must provide City with an Emissions Report and Noise Study as required by Department of Public Health.
Security Deposit (§ 24.1):	\$75,000, to be delivered with Licensee's first executed Pole License under this Master License or, for SFPUC, with the first Acknowledgement Letter.
Notice address of City (§ 31.1):	For a specific Pole License, as set forth in the Pole License. For any matter relating to the MLA as a whole, notice must be sent to both the SFPUC and the SFMTA's project managers as set forth in this Basic License Information section, as well as the City's Office of Economic and Workforce Development ("OEWD"): City and County of San Francisco Office of Economic and Workforce Development Room 448, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 941024682 Attn: Telephone No.: (415) 554-6969
With a copy to:	Office of the City Attorney City and County of San Francisco Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 941024682 Attn: Telephone No.: (415) 554-2700 Attn: Energy/Telecom Team
Project manager(s) for City (§ 7.7):	SFMTA ATTN: Evan Chan Strategic Real Estate 1 South Van Ness Avenue, 8 th floor San Francisco, CA 94103 SFPUC ATTN: Patty Polpattana Power Enterprise, Distribution Engineering 525 Golden Gate Avenue, 7 th Fl

	San Francisco, CA 94102
Emergency contact for City (§ 9.4):	<p>Emergency contact for SFMTA: SFMTA Transportation Management Center Telephone: 415-565-3170 (Select Option 4) Email: Centralmanagers@sfmta.com</p> <p>Emergency contact for SFPUC: Patty Polpattana Telephone: 628-231-9874 Email: PPolpattana@sflower.org</p>
Instructions for payments due to City:	<p>Checks should be made payable and delivered as set forth in each Pole License. For any initial fee relating to the MLA as a whole, checks should be sent to OEWD.</p> <p>Payments to SFMTA: SFMTA ATTN: Evan Chan Strategic Real Estate 1 South Van Ness Avenue, 8th floor San Francisco, CA 94103</p> <p>Payments to SFPUC: SFPUC — License No. (for example: S-C005) ATTN: Patty Polpattana Power Enterprise, Distribution Engineering 525 Golden Gate Avenue, 7th Fl San Francisco, CA 94102</p>
Notice address of Licensee (§ 31.1):	<p>3030 Warrenville Rd., Suite 340 Lisle, IL 60532</p> <p>RE: SF MLA</p> <p>Telephone No.: 866-892-5327</p>
With a copy to:	<p>General Counsel & COO at same address</p> <p>Telephone No.: 866-892-5327</p>
Key contact for Licensee:	<p>Telephone No.: Joe Milone 281-772-6070</p>
Project manager for Licensee (§ 7.7):	<p>Telephone No.: Joe Milone 281-772-6070</p>
On-call and emergency contact for Licensee (§§ 9.3, 9.4):	<p>Telephone No.:866-892-5327</p>

NOTICE TO LICENSE APPLICANTS: The City's acceptance of the application fee will not obligate the City to enter into any Master License if the City in its sole discretion determines that disapproval is warranted. If the City disapproves any Master License, it will notify the applicant by a letter specifying the reasons for disapproval. Disapproval will not disqualify the applicant from re-applying.

**MASTER LICENSE FOR
OUTDOOR DISTRIBUTED ANTENNA SYSTEM POLE INSTALLATION**

This **MASTER LICENSE FOR OUTDOOR DISTRIBUTED ANTENNA SYSTEM POLE INSTALLATION** (“**Master License**”), effective as of [Insert City execution date _____, 2023], is made between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the “**City**”), by and through its **PUBLIC UTILITIES COMMISSION** (the “**SFPUC**”) and **MUNICIPAL TRANSPORTATION AGENCY** (“**SFMTA**”), and EXTENET SYSTEMS, LLC, a Delaware Limited Liability Company (“**Licensee**”).

RECITALS

- A.** The City owns approximately 40,000 poles (each, a “**City Pole**” or “**Pole**”) in San Francisco, California, many of which are suitable sites for installing equipment to enhance wireless telecommunications services in San Francisco.
- B.** This Master License, and the City’s approval of the Master License does not commit City or authorize the use of specific City Poles. Therefore, the approval and execution of this Agreement does not fall with the definition of a “project” under the California Environmental Quality Act (CEQA) Guidelines section 15378.
- C.** The SFPUC adopted Resolution No. _____ authorizing its General Manager or his or her designee to enter into this Master License with and to issue Pole Licenses to wireless telecommunications carriers in a manner consistent with all required approvals on _____.
- D.** The SFMTA Board adopted Resolution No. _____ approving this Master License and authorizing the Director of Transportation or his or her designee to approve Pole Licenses to wireless telecommunications carriers in a manner consistent with all required approvals on _____.
- E.** The Board of Supervisors adopted Resolution No. _____ authorizing the City to enter into Master Licenses and Pole Licenses with Licensee and other wireless telecommunications carriers consistent with this Master License.
- F.** Licensee has the authority under applicable Laws to install and maintain telephone lines in the public right-of-way to provide wireless telecommunications services.

AGREEMENT

1 PURPOSE, DEFINITIONS, AND BASIC LICENSE INFORMATION

1.1 Purpose.

1.1.1 Master License. This Master License: (a) establishes the legal relationship and framework under which Licensee may apply to City for and obtain a revocable, nonpossessory privilege to use the License Area identified in Pole Licenses issued under this Master License for the Permitted Use; (b) governs the fees, charges, procedures, requirements, terms, and conditions by which City will issue Pole License(s) to Licensee; and (c) authorizes Licensee to engage in the Permitted Use only after Pole Licenses are issued under this Master License.

1.1.2 Pole Licenses. Pole Licenses that City issues under this Master License will: (a) authorize Licensee to engage in the Permitted Use; (b) specify approved Pole Locations and any site constraints and installation, operation, and maintenance requirements specific to those Pole Locations; (c) grant a license, but not a leasehold interest, to Licensee only as a part of and subject to the terms and conditions of this Master License; and (d) not amend any term or condition of this Master License.

1.1.3 Non-City Poles. This Master License is not a needs agreement. The parties agree that Licensee may seek to install equipment on poles owned by any other public or private party.

1.2 Basic License Information.

The Basic License Information in the preceding pages is intended to provide a summary of certain provisions relating to the licenses that City will grant to Licensee in accordance with this Master License and is for the parties' reference only. If any information in the Basic License Information conflicts with any more specific provision of this Master License or any Pole License issued under it, the more specific provision will control.

1.3 Definitions.

Capitalized and other defined terms used in this Master License and all exhibits have the meanings given to them in this Section or in the text where indicated below, subject to the rules of interpretation set forth in **Section 31.4** (Interpretation of Licenses).

"Acknowledgement Letter" is defined in **Subsection 7.2.1**.

"Additional Fees" is defined in **Section 4.8**.

"Adjustment Date" is defined in **Section 4.3**.

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under the common control with Licensee and has a net worth of at least \$10 million.

"Agents" when used with respect to either party includes the agents, employees, officers, contractors, subcontractors, and representatives of that party in relation to this Master License and the License Area.

"Approved Plans" is defined in **Subsection 7.1.1**.

"Assignee" is defined in **Section 16.2**.

"Assignment" means any of the following: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; and (b) Licensee's sale, assignment, encumbrance, pledge, or other transfer of its interest in or rights with respect to the License Area. Any sublicense made by Licensee allowing another entity to use Licensee's Equipment under a Pole License, where Licensee remains responsible to the City for all of its obligations under this Master License and the applicable Pole License, shall not be deemed an Assignment.

"Assignment Response Period" is defined in **Subsection 16.3.1**.

"Basic License Information" means the summary attached in chart form immediately preceding the text of this Master License.

"Batch Reservation Request" means a request by Licensee to reserve at least five Poles at one time to secure the right to a Pole License for the Poles.

"Batch Reservation Fee" means a fee to reserve the Poles identified in a Batch Reservation Request.

"Broker" is defined in **Section 31.6**.

"Business day" is defined in **Subsection 31.4.4**.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), also commonly known as the "Superfund" law.

"City" is defined in the preamble.

"City Pole" or **"Pole"** means a pole in San Francisco owned and operated by City.

"Claim" is defined in **Section 18.1**.

"Commission" is defined in the preamble.

"Common Control" means two entities that are both Controlled by the same third entity.

“Conduit License Fee” is defined in **Subsection 12.1.2**.

“Control” means the right to control and determine, directly or indirectly the management, operation and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. Without limiting the foregoing, an entity that owns 50% or more of the beneficial interest and voting control of another entity and that can make decisions on all day-to-day management and operations shall be deemed to Control the other entity. A party that alleges Control must provide sufficient evidence of such Control to City upon request.

“CPUC” is defined in **Subsection 13.2.2**.

“Default Fee” is defined in **Subsection 17.2.4**.

“DPW” means City’s Department of Public Works.

“Effective Date” means the effective date of this Master License as specified in the Basic License Information.

“Emergency” is defined in **Section 9.4.1**.

“EMFs” is defined in **Section 13.7**.

“Emissions Report” is defined in **Section 13.7**.

“Environmental Laws” means any Law relating to industrial hygiene, environmental conditions, or Hazardous Materials.

“Equipment” means antennas and any associated Outdoor Distributed Antenna System (ODAS) utility or equipment box, and battery backup, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Equipment to a licensed City Pole, peripherals, and ancillary equipment and installations, including wiring, cabling, power feeds, and any approved signage attached to Equipment.

“Existing MLA” is defined in **Section 3.3**.

“Existing Pole Licenses” is defined in **Section 3.3**.

“Expiration Date” means the last day of the Term of this Master License (including any Pole Licenses issued under this Master License) as specified the Basic License Information.

“Fee Change Event” is defined in **Section 13.1.3**.

“FCC” is defined in **Section 7.1.2**.

“Hazardous Material” means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” in CERCLA or section 25316 of the California Health & Safety Code; and any “hazardous waste” listed in section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids.

“Indemnified Party” means the City, its Agents, its Invitees, and their respective heirs, legal representatives, successors, and assigns.

“Indemnify” means to indemnify, defend, and hold harmless.

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under, or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to

clean up, remove, contain, treat, stabilize, monitor, or otherwise control such Hazardous Material.

“Invitees” when used with respect to either party includes the clients, customers, invitees, guests, tenants, subtenants, licensees, assignees, and sublicensees of that party in relation to the License Area.

“Laws” means all present and future statutes, ordinances, codes, orders, regulations, and implementing requirements and restrictions of federal, state, county, and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“License Area” means, individually and collectively for all licensed City Poles, the portion of City Poles approved for installation of Equipment, including Utility Infrastructure and other City Property necessary for access.

“License Fee” is defined in **Subsection 4.2.1.**

“License Year” is defined in **Subsection 3.2.1.**

“Licensee” is the telecommunications company that is a signatory of this Master License and to which the City issues Pole Licenses.

“Master License” is defined in the preamble, and where appropriate in the context, includes all Pole Licenses issued under it.

“Master License Application Fee” is defined in **Section 4.6.**

“NESC” is defined in **Section 13.4.**

“Noise Study” is defined in **Section 13.7.**

“Nonstandard City Pole” means any City Pole other than a Standard City Pole, including historic and decorative SFPUC or SFMTA Poles. Some Nonstandard City Poles are subject to San Francisco Public Works Code section 184.58.

“Notice of Proposed Assignment” is defined in **Section 16.2.**

“OCS” means the Overhead Catenary System, comprising power cables, support and power poles, support cables, conduit, and other equipment that provides traction power to transit vehicles.

“Permitted Assignment” is defined in **Subsection 16.6.1.**

“Permitted Use” means Licensee’s installation, operation, and maintenance of Equipment for the transmission and reception of wireless, cellular telephone, and data and related communications equipment on License Areas.

“Pole License” means the document in the form of **Exhibit A-1** for SFPUC or **Exhibit-B-1** for SFMTA, that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate, and maintain Equipment for the Permitted Use on the City Poles identified in the Pole License. Each Pole License will identify whether the City Pole is under the jurisdiction of the SFPUC (a **“SFPUC Pole”**) or the SFMTA (a **“SFMTA Pole”**).

“Pole License Administrative Fee” is defined in **Section 4.7.**

“Pole License Commencement Date” is defined in **Section 3.2.1.**

“Pole License Modification” means adding new or different Equipment to the Equipment approved for use in a Pole License that will not fit within the existing shroud or Equipment cabinet.

“Pole License Modification Approval” is defined in **Subsection 6.7.1.**

“Pole License Modification Fee” is defined in **Subsection 6.7.2.**

“Pole License Term” is defined in Subsection 3.2.1.

“Pole Location” means the geographic information identifying each City Pole on which Licensee is authorized to install, operate and maintain Equipment under Pole Licenses. Pole Locations will be identified in Exhibit A-2 for SFPUC or Exhibit B-2 for SFMTA to each Pole License.

“Pole Mapping Database” is defined in Section 30.1.

“Pole Mapping Database Fee” is defined in Section 30.2.

“Property” means any interest in real or personal property, including land, air, and water areas, leasehold interests, possessory interests, easements, franchises, and other appurtenances, public rights-of-way, physical works of improvements such as buildings, structures, infrastructure, utilities, and other facilities, and alterations, installations, fixtures, furnishings, and additions to existing real property, personal property, and improvements. All references to “City Property” in this Master License also mean SFPUC or SFMTA Property where applicable.

“Regulatory Agency” means the local, regional, state, or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws.

“Regulatory Approvals” means licenses, permits, and other approvals from a Regulatory Agency that may be necessary for Licensee to install, operate, and maintain Equipment on the License Area. Regulatory Approvals include any required permit from BART when applicable.

“Release” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing on, under, or about the License Area, other City Property, or the environment.

“RFs” is defined in Section 13.7.

“Security Deposit” is defined in Section 24.1.

“SFMTA” means the San Francisco Municipal Transportation Agency.

“SFPUC” means the San Francisco Public Utilities Commission.

“SFMTA Pole” means a vertical pole owned by the SFMTA installed in the City’s right-of-way or on SFMTA property that is used to support transit overhead traction power cables and other elements of the OCS. A pole is deemed owned or controlled by the SFMTA if infrastructure used to support SFMTA overhead traction power lines or other OCS element is installed on the pole.

“Standard City Pole” shall mean a Standard SFPUC Pole, a Standard SFMTA Pole, and, if another City Department issues a Pole License, then a Standard City Pole as determined by that City Department.

“Standard SFPUC Pole” means a standard steel tapered SFPUC Pole installed in the city right-of-way. Typical Standard SFPUC Poles conform to DPW standard drawing 87212 (2007).

“Standard SFMTA Pole” means a City Pole owned by the SFMTA that is a steel pole with pole type 761N, 765N, or 770 etched into the side of the pole that has three (3) OCS guy wires attached to it or less and shall not include the following: traffic signal poles, pedestrian signal poles, poles with pedestrian buttons, feeder poles, poles that do not currently have feeder wires, but contain feeder risers, poles that support equalizer spans.

“Subsidiary” means an entity controlled by Licensee that has a net worth of at least \$5 million.

“Term” is defined in Section 3.1.

“Utility Infrastructure” means conduits owned or controlled by the SFPUC for housing the circuits delivering power to City Poles and streetlight pull boxes, except that Utility Infrastructure will include circuits if Licensee obtains electric service from SFPUC.

2 SCOPE OF LICENSE

2.1 License Areas.

2.1.1 Issuance of Pole Licenses. Subject to the terms, covenants, and conditions set forth in this Master License, the City will issue to Licensee one or more Pole Licenses, each of which will be effective on the date of full execution. Each Pole License will grant Licensee a contractual privilege to use the License Area specified in the Pole License.

2.1.2 No Competing Licenses. The City will not license to any third party any City Pole that is licensed to a licensee under a Pole License, or that has been reserved as part of a Batch Reservation that remains in effect unless the City Pole can support more than one licensee’s equipment. The City reserves the right to require licensees to collocate when feasible, as technically reasonably determined by Licensee and the City.

2.1.3 Limitation on Scope. This Master License applies only to City Poles identified in final, fully executed Pole Licenses. This Master License does not authorize the Permitted Use on any City Property except the License Areas specified in the Pole Licenses.

2.1.4 Limitation on Nonstandard City Poles. Licensee acknowledges that: (a) certain Nonstandard City Poles are subject to limitations under San Francisco Public Works Code section 184.58, which prohibits signage on specified Poles absent City consent; (b) any Pole License application that requests installation of Equipment on a Nonstandard City Pole imposes a greater administrative burden on the City in the Pole License application review and approval process; (c) the City will not issue Pole Licenses for any City Poles that are subject to San Francisco Public Works Code section 184.58; or (d) for any other Nonstandard City Pole the City has the right in its sole discretion to deny an application for a Pole License solely on aesthetic grounds.

2.1.5 SFPUC Exclusions. Licensee acknowledges that the SFPUC will not license any of the following to Licensee for any purpose: electrical wires servicing SFPUC Poles, any SFPUC Pole that the SFPUC has already licensed to third party (except as set forth in Section 2.1.2 for colocation).

2.1.6 SFMTA Exclusions.

(a) Without the prior written consent of SFMTA, which SFMTA may give or refuse in its sole discretion, Licensee shall not place or install on an SFMTA Pole any Equipment, structure or other improvement the weight of which shall exceed the approved load bearing capacity of the SFMTA Pole or the size of which shall exceed the approved wind shear strength of the SFMTA Pole, as those factors are determined by the SFMTA and set out in Approved Plans.

(b) SFMTA Poles consist of “feeder poles” and “support poles.” A “feeder pole” distributes power to SFMTA’s overhead traction lines. A “support pole” provides anchor or other support of cabling that holds overhead traction lines in place. Pole Licenses for SFMTA Poles will be limited to support poles only, but not all support poles are licensable. The SFMTA may, but is not required, to issue a Pole License for any Nonstandard City Pole. The SFMTA will not allow Licensee use of or access to feeder poles or to any conduit holding traction power lines or signal wires or pull boxes, irrespective of whether said lines are energized.

2.1.7 Use of City Poles Where Feasible. The City and Licensee agree to work together in good faith to minimize the number of City Poles in the City right-of-way used by Licensee, as practical and feasible.

2.2 No Property Interest in License Area or City Poles.

2.2.1 Limited Interest. Licensee acknowledges and agrees that neither this Master License nor any Pole License issued under it creates a lease, possessory interest, easement, franchise, or any other real property interest in any part of the License Area. Licensee further acknowledges and agrees that Licensee does not have the right to use any City Pole for any purpose that is not covered by a fully executed Pole License.

2.2.2 Limited Rights. Pole Licenses that City issues under this Master License grant to Licensee only a nonpossessory, revocable license, in accordance with this Master License, to enter onto and use the License Area for the Permitted Use, which means that:

(a) City retains possession and control of all City Poles for City operations, which will at all times be superior to Licensee's interest; and

(b) City may terminate a Pole License in whole or in part at any time, but only in accordance with this Master License.

2.2.3 No Impediment to Municipal Use. Except as limited in this Master License, neither this Master License nor any Pole License limits, alters, or waives City's right to use any part of the License Area as infrastructure established and maintained for the benefit of the City.

2.3 Signs and Advertising Prohibited.

Licensee agrees that its rights under Pole Licenses do not authorize Licensee to erect or maintain, or permit to be erected or maintained by anyone under Licensee's control, any signs (except as provided in **Section 7.1.2** (Identification and Other Signage)), notices, graphics, or advertising of any kind on any part of the License Area.

2.4 Light and Air.

Licensee agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by City) will entitle Licensee to any reduction of the License Fees or Additional Fees under any Pole License, result in any liability of City to Licensee, or in any other way affect this Master License, any Pole License, or Licensee's obligations, except as specifically provided in this Master License.

2.5 As-Is Condition of the License Area.

Licensee's attention is directed to the following:

2.5.1 As-Is Condition. Licensee expressly acknowledges and agrees to enter onto and use each License Area in its "as-is, with all faults" condition. City makes no representation or warranty of any kind as to the condition or suitability for Licensee's use of any License Area.

2.5.2 Licensee Due Diligence. Licensee represents and warrants to City that Licensee has conducted a reasonably diligent investigation, either independently or through Agents of Licensee's choosing, of the condition of the License Area and of the suitability of the License Area for Licensee's intended use, and Licensee is relying solely on its independent investigation. Licensee further represents and warrants that its intended use of the License Area is the Permitted Use as defined in **Section 1.3** (Definitions) and as described in the Basic License Information.

2.5.3 No City Representations or Warranties. Licensee agrees that neither City nor any of its Agents have made, and City disclaims, any representations or warranties,

express or implied, with respect to the physical, structural, or environmental condition of and City Pole, the License Area, the present or future suitability of a City Pole or the License Area for the Permitted Use, or any other matter relating to a City Pole or the License Area.

2.5.4 Disclosure. Under California Civil Code section 1938, to the extent applicable to this Master License, Licensee is hereby advised that a Certified Access Specialist (as defined in that Law) has not inspected any License Area to determine whether it meets all applicable construction-related accessibility requirements.

3 TERM; EXISTING POLE LICENSES

3.1 Term of Master License.

The term of this Master License (the “**Term**”) begins on the Effective Date and ends on the Expiration Date, each as specified in the Basic License Information, unless earlier terminated.

3.2 Term of Pole Licenses.

3.2.1 Pole License Term. The term of each Pole License (the “**Pole License Term**”) shall commence upon execution of the Pole License by both parties (the “**Pole License Commencement Date**”). Each 12-month period beginning on January 1 is a “**License Year**” for the Pole License. Each Pole License will terminate upon the earlier of (a) the Expiration Date set forth in the Pole License, (b) the date that Licensee terminates the Pole License and removes its Equipment consistent with this Master License, or (c) the Expiration Date of this Master License, if not terminated sooner.

3.2.2 Pole License Minimum Term. The minimum Pole License Term for the purpose of establishing the License Fee for each Pole License will be one License Year immediately following the Pole License Commencement Date. The first License Year of the Pole License Term will terminate on December 31 of that year, unless the Pole License Commencement Date is after September 30, in which case the first License Year will terminate on December 31 of the following year. This minimum Pole License Term provision will prevail over any rights of abatement or termination afforded to Licensee under this Master License.

3.2.3 Pole Renewal. Each Pole License will renew automatically annually on January 1 unless the Licensee provides written notice to City at least thirty days prior to the Expiration Date of the Pole License that it elects to terminate the Pole License.

3.2.4 Deadline to Apply for Pole Licenses. Licensee may submit Pole License applications at any time during the first 11 years of the Term. The deadline to submit Pole License applications is the 11th anniversary of the Effective Date. All Pole Licenses will end on the Expiration Date, regardless of their effective dates, if not terminated sooner.

3.3 Existing Pole Licenses.

3.3.1 Remain in Effect. On September 22, 2014, and January 4, 2017, City and Licensee entered into the Master License Agreement for Outdoor Distributed Antenna System Pole Installation (the “**Existing MLA**”). The Existing MLA, and each of the pole licenses issued under the Existing MLA (an “**Existing Pole License**”), shall remain in effect for the remainder of the term set forth in each Existing Pole License, and shall not be affected by this Master License. To continue use a City Pole licensed under an Existing Pole License following expiration of the term of the Existing Pole License, Licensee shall, no later than one hundred eighty (180) days before the expiration of the term of the Existing Pole License, apply for a new Pole License under this Master License and pay to the City a renewal fee for each Pole License (the “**Renewal Fee**”) as specified in **Exhibit C**, but will not be responsible for the Pole License Administrative Fee for that renewal. City will not terminate that Existing Pole License while the

application is being processed. If Licensee decides not to apply for a new Pole License, or elects to withdraw the application at any time before issuance of a new Pole License under this Master License, then Licensee shall remove its equipment and surrender the applicable City Pole in the condition required under the Existing MLA. Any new Pole License under this Master License will begin on the Pole License Commencement Date as set forth in the applicable Pole License.

3.3.2 Termination. If Licensee terminates an Existing Pole License before its Expiration Date, Licensee shall not have the right to enter into a new Pole License for that Pole Location under this Master License until after the date the Existing Pole License is scheduled to expire (if the Pole Location remains available at that time). If Licensee terminates an Existing Pole License before its Expiration Date, the City reserves the right to allow another licensee to enter into a Pole License for that Pole Location or to determine that the applicable Pole is no longer suitable for licensing.

3.3.3 Electrical Service. If a Pole License Modification at an Existing Pole License will result in an increase in the electrical load, SFPUC may require Licensee to modify Licensee's electrical connection so that Licensee will obtain service directly from another electric service provider without the use of SFPUC streetlighting circuits.

4 LICENSE FEES; ADDITIONAL FEES; AND OTHER CHARGES

4.1 License Fee.

The annual License Fee for each Pole License shall begin on the Pole License Commencement Date for the first License Year and continue to be payable on each January 1 thereafter that the Pole License remains in effect. The License Fee for the first year will be prorated based on the Pole License Commencement Date through December 31 of the first year.

4.2 License Fee Payment.

4.2.1 License Fee Payment Schedule. Licensee shall pay to the City the License Fee for each License Year at the rates specified in the License Fee schedule attached to each Pole License (the "License Fee") in the form of **Exhibit A-3**, **Exhibit A-3C**, and **Exhibit B-4**, as the case may be. The License Fee schedule will reflect annual calendar-year adjustments as provided in **Section 4.3** (Adjustments in License and Other Fees). The License Fee must be delivered in cash or its equivalent in the manner specified in **Section 4.9** (Manner of Payment). During the first License Year, Licensee will pay a prorated License Fee based on a termination date of December 31. If Licensee terminates a Pole License during a License Year, there will be no rebate or proration of the License Fee for that License Year.

4.2.2 Amount of License Fee. Licensee must take into account annual License Fee adjustments under **Section 4.3** (Adjustments in License and Other Fees) when calculating the amount of each annual License Fee. Each annual License Fee is payable in advance without prior demand or any deduction, setoff, or counterclaim, except to account for a partial year at the end of the Term or earlier termination of this Master License or a right of abatement or refund expressly granted under this Master License. Any amounts calculated for less than a full year or a full month will be calculated based on a 360-day year and 30-day months.

4.2.3 Due Dates.

(a) Licensee shall submit the first License Year's License Fee (prorated based on the Pole License Commencement Date through December 31 of the first year) with the SFPUC Acknowledgement Letter for SFPUC Poles, and within 30 days of receipt of the signed copy of the SFMTA Pole License for SFMTA Poles, without deduction for any reason.

(b) The annual License Fee for each subsequent License Year of the Term of each Pole License will be due and payable to City on January 1 of each License Year, and will be late if the City has not received payment by the due date.

4.3 Adjustments in License and Other Fees.

On January 1 of each year of this Master License (each, an “**Adjustment Date**”) the License Fee and all other Fees specified in Exhibit C will be increased by 4%. If the CPI-U Index increased by more than 6% in the previous calendar year, then the License Fee and all other Fees specified in Exhibit C will be increased by the rate of the CPI-U increase instead of by 4%. Subsequent annual increases would continue to be 4% in any year that the CPI-U Index increase is 6% or less.

4.4 Late Charge.

If Licensee fails to pay any License Fee, Additional Fee, or other amount payable to City under this Master License within ten days after City’s delivery of notice that the same is due and unpaid, such unpaid amounts will be subject to a late charge equal to 6% of the unpaid amounts. For example, if a License Fee in the amount of \$40,000 is not paid on its due date and remains unpaid after the 10-day cure period has expired, the late charge would be \$2,400.

4.5 Default Interest.

Any License Fee, Additional Fee, and other amount payable to City (except late charges), if not paid within ten days after the due date, will bear interest from the due date until paid at the default rate of 10% per year. Payment of default interest and the applicable late charge alone will not excuse or cure any default by Licensee.

4.6 Master License Application Fee.

Licensee shall pay to City a nonrefundable application fee in the amount of \$7,500 to cover City’s ordinary processing and other administrative costs upon delivery of this Master License to City executed by Licensee (the “**Master License Application Fee**”). City will not execute or deliver this Master License until the application fee is submitted.

4.7 Pole License Administrative Fee.

Licensee shall pay to City a nonrefundable administrative fee in the amount of \$2,000 to cover City’s costs to review and administer the application process upon delivery of each Pole License application (the “**Pole License Administrative Fee**”). City will not begin its review of any Pole License application until the Pole License Administrative Fee, including any supplement under **Subsection 4.7.2** (Nonstandard City Poles), is paid.

4.7.1 Standard City Poles. The amount of the Pole License Administrative Fee per Standard City Poles is specified in Exhibit C.

4.7.2 Nonstandard City Poles. If the Pole License application includes Nonstandard City Poles, City will determine the amount of the Pole License Administrative Fee for each Nonstandard City Pole upon receipt of the application, which shall be reasonable, actual, and cost-based. Upon determination, Licensee will pay the Pole License Administrative Fee for each Nonstandard City Pole or withdraw the application. Licensee must submit the negotiated supplement to the Pole License Administrative Fee within ten days after the amount is set.

4.8 Additional Fees.

4.8.1 Defined. Sums payable to City by Licensee, including any late charges, default interest, costs related to a request for City’s consent to an Assignment under **Section 16.2** (Notice of Proposed Assignment), and Default Fees under **Subsection 17.2.4** (Default Fees), are referred to collectively as “**Additional Fees**.” Additional Fees are not regulatory fees.

4.8.2 Exclusions. Licensee's payment of any of the following will not be considered Additional Fees under this Master License: (a) Master License Application Fee (**§ 4.6**); (b) Pole License Administrative Fees (**§ 4.7**); (c) Service Connection Fees (**§ 12.2.3**); (d) SFMTA fees for construction support, e.g. overhead lines; (e) any other amount paid to City in compensation for reviewing Licensee's applications and coordinating and inspecting its installation of Equipment on the License Area under Pole Licenses; (f) License Fees; and (g) payments to any other City department.

4.9 Manner of Payment.

Licensee shall pay License Fees, Pole License Administrative Fees, Additional Fees, and all other amounts payable to City under this Master License in cash or other immediately available funds by: (a) check payable to the "City and County of San Francisco" and delivered to City at the address for payment specified in the Basic License Information; or (b) wire transfer in accordance with the instructions in the Basic License Information, unless the City directs otherwise by notice given in accordance with **Section 31.1** (Notices). A check that is dishonored will be deemed unpaid.

4.10 Reasonableness of Liquidated Charges and Fees

It is the City's position, without acknowledgement or verification by Licensee, that the: (a) Master License Application Fee (**§ 4.6**); (b) Pole License Administrative Fees (**§ 4.7**); (c) Service Connection Fees (**§ 12.2**); (d) Additional Fees (**§ 4.8**); (e) SFMTA overhead lines invoices; and (f) any other amount paid to City in compensation for reviewing Licensee's applications and coordinating and inspecting its installation of Equipment on the License Area under the Additional Fees payable under this Master License are based on the fair and reasonable costs that City will incur in connection with the matters for which they are imposed.

5 USE RESTRICTIONS

5.1 Permitted Use.

Licensee shall use the License Area solely for the Permitted Use and for no other use, subject to all applicable Laws. Licensee shall not interfere with City's use and operation of any portion of the License Area or any other City Property for any purpose. Each Pole License will be subject to and conditioned upon Licensee obtaining and maintaining throughout the Term all Regulatory Approvals to use the License Area for the Permitted Use. Licensee acknowledges that City Laws and Regulatory Approvals include design review, engineering, radio interference, excavation and other construction permits, and zoning ordinances.

5.2 No Illegal Uses or Nuisances.

Licensee shall not use or occupy any of the License Area in any unlawful manner or for any illegal purpose or in any manner that constitutes a legal nuisance as defined by applicable Laws and determined by the City in its reasonable judgment. Licensee shall take all precautions to eliminate any such legal nuisances or hazards in connection with its use of the License Area.

6 POLE LICENSE APPROVALS

6.1 City Approval Required.

6.1.1 City Rights Superior. Licensee's use of any part of the License Area for the Permitted Use is subject to the City's prior approval in connection with a Pole License application. Subject to any limitations expressly provided in this Master License, City is not obligated to subordinate its municipal functions in any way to Licensee's interest under any Pole License. In determining whether to approve Licensee's application to License any City Pole, including the attached plans and specifications, City may consider any matter affecting its municipal obligations. Examples of municipal concerns include:

(a) the resulting total load on the City Pole if the Equipment is installed, reserving load capacity for SFMTA Poles that are under lateral loads and tensions from OCS guy wires;

(b) for SFPUC Poles, the impact of the installation on the City streetlight operations, including whether the Equipment would compromise the City's streetlight circuit serving the City Pole;

(c) for SFMTA Poles, (i) the impact of the installation on the City's transit or transportation operations, including whether the Equipment would interfere with transit operations or compromise function of the SFMTA's OCS and other infrastructure supporting transit or transportation operations and/or (ii) whether the SFMTA plans to use the SFMTA Pole for transit purposes in the near future;

(d) whether the installation complies with electrical codes;

(e) whether the Equipment would create a hazardous or unsafe condition;

(f) any impacts the Equipment would have in the vicinity of the City Pole, including size, materials, and visual clutter;

(g) aesthetic concerns, particularly for a historic or decorative Nonstandard City Pole;

(h) future municipal plans for the City Pole; and

(i) the cumulative level of RF and EMF emissions in the vicinity of the License Area if the Pole License is issued.

6.1.2 SFMTA Load Calculations. To the extent available, the SFMTA will provide to Licensee designs and engineering load calculations regarding SFMTA Poles for which Licensee has submitted a Pole License application. This information will be provided for informational purposes only; the SFMTA does not represent or warrant that information provided is complete or accurate.

6.1.3 Changes in Application. If City determines for any reason that the Permitted Use at any particular Pole Location would impede its municipal functions, it will provide notice to Licensee of City's concerns as soon as reasonably practicable in the application review process. Licensee will have the opportunity to change the Pole License application to address City's concerns for a period ending sixty (60) days after delivery of City's notice without affecting the priority of Licensee's application in relation to other potential licensees. Any other changes that Licensee makes in the Pole License application will cause the date that the application is deemed submitted to be changed to the date that Licensee delivers the proposed changes to the City.

6.1.4 Consultation with Planning. In reviewing a Pole License application, City may consult with the San Francisco Planning Department to assess whether Licensee's proposed Equipment is appropriate for a given location or, for historic and decorative Nonstandard City Poles, whether the proposed Equipment poses particular aesthetic concerns.

6.2 Pole License Application.

Licensee shall submit Pole License applications to City, which will review, approve, or deny each application in its reasonable discretion. Each application will consist of: (a) a Pole License application form and any required attachments as described in **Exhibit A-5** for SFPUC or **Exhibit B-6** for SFMTA; (b) **Exhibit A-2** for SFPUC and **Exhibit B-2** for SFMTA filled in with the location and other identifying information about each City Pole covered by the application, including whether it is a Standard City Pole or Nonstandard City Pole; (c) **Exhibit B-3** for SFMTA, consisting of all plans and specifications required under **Subsection 7.1.1** (Strict

Compliance Required), including any specifications for a replacement Pole that might be required; (d) the Pole License Administrative Fee as specified in **Section 4.7** (Pole License Administrative Fee); and (e) an Emissions Report. If the application is approved, City will draft a Pole License in the form attached as **Exhibit A-1** for SFPUC or **Exhibit B-1** for SFMTA, and circulate for execution by Licensee and counter-execution by City.

6.3 Pole Replacement.

In reviewing an application for a Pole License, City may determine in its reasonable discretion that Licensee must replace the City Pole because the existing City Pole is not suitable for installing and maintaining Licensee's Equipment. In which case, the Pole License application will include a design and specifications for a replacement City Pole for City review and approval. Licensee agrees that Licensee will be solely responsible for the cost to replace City Pole, and that upon replacement, the new City Pole will become the sole property of the City. In locations at which one or more licensees have applied for a Pole License for the same City Pole, before issuing a Pole License City may require that the applicable new City Pole be designed to support more than one licensee, with the costs shared equally among identified carriers; provided, if Licensee does not wish to so share a City Pole, it may elect to withdraw its application for that City Pole.

6.4 Pole License Application Review Process.

6.4.1 Processing of Pole License Applications. City will review and process Pole License applications in chronological order (date and time) in which complete applications are submitted or deemed submitted. Except as stated in the preceding sentence or as otherwise specified in this Master License (e.g., the Batch Reservations specified in **Article 28** (Pole Reservation Process)), City will not give priority to any application or licensee over another application or licensee. Licensee acknowledges that staff and budget considerations will limit City's ability to review and process Pole License applications. Each City department will review and process Pole License applications in a reasonably prompt manner, but will not process or review more than ten Pole License applications per week per Licensee, in the order (date and time) of submission. During its review process, the City will provide to Licensee the applicable License Fee schedule (**Exhibit A-3** and **Exhibit A-3C** for SFPUC and **Exhibit B-4** for SFMTA) and City Installation Guidelines (**Exhibit A-4** for SFPUC and **Exhibit B-5** for SFMTA), each of which will be deemed to be attached to the Pole License upon execution by the City. If Licensee submits a Pole License application, and the City provides comments that require Licensee to make revisions or provide additional information, and the Licensee does not respond to the City's comments within 90 days, the application will be deemed denied and the Licensee will need to reapply for the City to review.

6.4.2 Compliance with Federal and State Law. The parties acknowledge that Federal and/or State law may establish certain "shot clock" time limits for processing Pole License applications. Licensee may, but shall not be obligated to, enter into reasonable "shot clock" extension agreements with City when, due to the volume of applications being submitted, or the complexity of any particular application, City is unable to complete processing any application in the time required by Federal or State law. Nothing in this Section is intended to require the Licensee to extend any applicable shot clock.

6.4.3 Receipt of Pole License Administrative Fee. City is not obligated to begin its review of any Pole License application if Licensee has failed to pay the applicable Pole License Administrative Fee under **Section 4.7** (Pole License Administrative Fees) when due. If Licensee does not timely deliver the required Pole License Administrative Fee or the supplement for any Nonstandard City Pole, City may suspend its review of any of Licensee's Pole License applications then under review by City. The date and

time of submission of any suspended Pole License application will be deemed to be the date and time that Licensee submits the required payment.

6.5 Pole License Approval.

City will notify Licensee that City has approved each Pole License by returning one fully executed counterpart of the Pole License to Licensee. City requires as a condition to approval of any Pole License that Licensee provide proof that contractors installing Equipment have bonds and insurance coverage as required by **Section 19.5** (Contractors' Bonds and Insurance). It is City's position, without acknowledgement or agreement by Licensee, that a City decision to grant or deny a Pole License application is not a regulatory determination subject to appeal, but is an exercise of City's proprietary authority over its facilities as provided in section 8A.102(b) and Article VII, section 8B.121 of the City Charter.

6.6 Right to Disapprove.

Licensee acknowledges that City has the absolute right to disapprove any Pole License to the extent that Licensee requests a Pole Location where the placement of Licensee's Equipment would interfere with the City's use of any City Pole to provide street lighting or support transit or transportation operations, create a hazardous or unsafe condition, or use a design that the City in its sole discretion determines is not suitable. City may also deny a Pole License if it would interfere with another Licensee's use of a City Pole. City shall provide to Licensee a written explanation for its denial of a Pole License.

6.7 Pole License Modification.

6.7.1 Approval Required. Licensee may only install the Equipment identified in a Pole License. Before installing any Equipment that was not approved in a Pole License, Licensee must apply for a Pole License Modification and obtain approval from the City department that owns the applicable Pole ("**Pole License Modification Approval**"). If Licensee applies for a Pole License Modification and the City provides comments that require Licensee to make revisions or provide additional information, and the Licensee does not respond to the City's comments within 90 days, the application will be deemed denied and the Licensee will need to reapply for the City to review.

6.7.2 Fee. Along with an application for a Pole License Modification the Licensee must pay a fee as set forth in **Exhibit C** ("**Pole License Modification Fee**").

6.7.3 Replacement of Equipment. This **Section 6.7** (Pole License Modification) shall not apply to the replacement of existing Equipment with like-for-like Equipment that is identical or smaller in size, weight, aesthetic attributes, and no new penetration of the Pole or the surrounding pavement. Licensee shall notify City of such work and coordinate with City on timing, if necessary, but City approval is not required under those circumstances other than approval from the Department of Public Health.

7 INSTALLATION OF EQUIPMENT

7.1 Approved Plans and Specifications.

7.1.1 Strict Compliance Required. Licensee must submit its plans and specifications for City's review as per **Exhibit A-5** for SFPUC and **Exhibit B-3** for SFMTA with its Pole License application. Plans and specifications must cover all Equipment, including signage required or permitted under **Subsection 7.1.2** (Identification and Other Signage). Licensee is authorized to install Equipment at the License Area covered by the Pole License only in strict compliance with the plans and specifications approved by the City ("**Approved Plans**").

7.1.2 Identification and Other Signage. Licensee shall place one identification plate in size, material, form, and substance strictly complying with the Approved Plans on its Equipment at each Pole Location. The plate shall include Licensee's corporate name and the telephone number at which Licensee's on-call representative can be

reached. If Licensee's on-call representative number changes, Licensee must provide notice to City of the new contact information and replace the identification plates. Licensee may also place signage on Licensee's Equipment that contains information and disclosures required by the Federal Communications Commission (the "FCC"). Replacement of Licensee's signage will be considered maintenance subject to **Section 10.5** (Licensee's Equipment).

7.1.3 No Prior Approval. Licensee acknowledges that as of the Effective Date of this Master License, City has not approved or promised to approve any plans, specifications, or permits necessary for Licensee to install Equipment on any City Poles. City will provide notice of its decision in accordance with **Section 31.1** (Notices).

7.1.4 Corrections. The City's approval of plans, specifications, and amendments to Approved Plans will not release Licensee from the responsibility for and obligation to correct any errors or omissions that may be contained in the Approved Plans. Licensee shall notify City immediately upon discovery of any omissions or errors, and Licensee shall obtain required approvals of any amendments to previously Approved Plans.

7.2 Installation.

7.2.1 SFPUC Pole Licenses. Licensee shall deliver to the SFPUC a letter in the form of **Exhibit A-6** (each, an "Acknowledgement Letter") after execution of the Pole License by both parties. The purposes of the Acknowledgement Letter are to (a) confirm the Pole License Commencement Date; (b) tender or confirm payment of the License Fee for the first License Year, the Security Deposit, and the Service Connection Fees (unless Licensee will obtain electricity from a source other than SFPUC); and (c) confirm that Licensee has submitted to SFPUC, through Exigis, all information regarding requirements under **Article 19** (Insurance) and provide to City copies of required insurance certificates and endorsements. Licensee shall not commence installation of Equipment on the License Area until City has given Licensee notice to proceed by delivery of a countersigned copy of the Acknowledgement Letter. The SFPUC will use reasonable efforts to deliver to Licensee the countersigned copy of the Acknowledgement Letter within five business days of City's receipt of the Acknowledgement Letter from the Licensee.

7.2.2 SFMTA Pole Licenses. Licensee shall not commence installation of Equipment on the License Area until full execution of the Pole License and payment of the License Fee for the first License Year, unless the Pole License requires a Pole and foundation replacement, in which case Licensee shall not commence installation of a new Pole and foundation without the approval of SFMTA's Overhead Lines group.

7.2.3 Installation Guidelines. When installing Equipment, Licensee must strictly comply with Approved Plans as originally approved, or, if applicable, as amended or corrected. Licensee's Equipment as installed must be high quality, safe, fire-resistant, modern in design, and attractive in appearance, all as approved by the City. Licensee shall paint and properly maintain any cabling, support brackets, external conduit, and other supporting elements to match adjacent surfaces. If necessary, Licensee must use custom matching paint to ensure a high quality of consistency in paint texture and appearance.

7.3 Cost of Labor and Materials.

Licensee is responsible for all direct and indirect costs (labor, materials, and overhead) for designing, purchasing, and installing Equipment in accordance with the Approved Plans and all applicable Laws. Licensee also shall bear all costs of obtaining all Regulatory Approvals required in connection with the installation and maintenance of its Equipment, and Licensee shall satisfy any conditions or mitigation measures arising from Licensee's proposed installation. Licensee shall timely pay for all labor, materials, and Equipment and all professional services related to the Permitted Use.

7.4 No Alteration of City's Existing Equipment or Infrastructure.

Licensee shall not remove, damage, or alter in any way any City Property, including City Poles and supporting infrastructure, pull boxes, electrical equipment, wiring, and electrical vaults, traffic signs, sign mounting assembly, and OCS elements without the express permission of City and any other City agencies that have jurisdiction over the City Property.

7.5 Standard of Work.

Subject to Section 9.4 (Emergencies; Equipment Failures), Licensee must install and perform all other work under this Master License, including all work around or on City Poles and Equipment, in strict compliance with Approved Plans and in a diligent, skillful, and workmanlike manner. Licensee must use qualified and properly trained persons and appropriately licensed contractors in conformance with Section 13.2 (Personnel Safety Training) for all work on the License Area.

7.6 Notice of Licensee Work.

7.6.1 Notice to SFMTA. Except as provided in Section 9.4 (Emergencies; Equipment Failures), before commencing installation or any other work on any License Area, Licensee shall seek SFMTA permit to perform the work by submitting a request for clearance and overhead lines support at: <https://www.sfmta.com/permits/muni-construction-support-and-clearance-permit>. The SFMTA will review Licensee's work request and determine the level of staff participation and support required depending on the location of the Pole(s) where Licensee requests to perform work and the Pole(s) proximity to overhead traction power lines and transit vehicle envelope. All work plans and performance of work must comply with applicable California Public Utilities Orders and the SFMTA Blue Book, which establishes rules and procedures necessary to work safely around traction power lines and in transit rights-of-way. After performing any work on the License Area, Licensee shall leave it and other City Property in a condition as good as it was before the work.

7.6.2 Notice to SFPUC. Except as provided in Section 9.4 (Emergencies; Equipment Failures), no later than ten Business Days before commencing installation or any other work on any License Area, Licensee shall provide City with: (a) a schedule of all activities; and (b) a list of the names, places of business, and license numbers of all contractors who will perform the work. After performing any work on the License Area, Licensee shall leave it and other City Property in a condition as good as it was before the work.

7.7 Project Manager.

City and Licensee each has designated the person listed in the Basic License Information as its project manager to coordinate the design and installation of Licensee's Equipment and serve as the respective primary point of contact between the City and Licensee for all engineering, construction, and installation issues. Licensee acknowledges that City project manager is not exclusively assigned to this Master License, and the authority delegated to the project manager is limited to the administration of this Master License, Pole License applications, and approved Pole Licenses. Licensee shall be fully responsible for obtaining and satisfying the requirements of all required Regulatory Approvals necessary for installation of

Equipment on the License Area, and Licensee shall not rely upon City or the City's project manager to do so.

7.8 Coordination of Work.

Licensee shall be responsible for coordination of its installation work to avoid any interference with existing utilities, substructures, facilities, OCS elements, and City streetlight or transit operations. Licensee shall be City's point of contact for all Equipment installation and except in case of emergency, all communications concerning all engineering, construction, and installation issues relating to the Equipment.

7.9 Installation; Parking Regulations.

During installation, alteration, repair, and maintenance of Equipment, Licensee must abide by all City construction regulations, including construction hours, waste management, noise abatement, and traffic management ordinances and regulations. Licensee must pay all parking meter fees and citation fines incurred by Licensee and its contractors for vehicle parking. City will not pay or void any citations or reimburse Licensee for traffic citations or fines.

7.10 Installation Period.

If Licensee's Equipment installed on a City Pole is not operational within 275 days of the Pole License Commencement Date, City may provide Licensee with a 60-day notice to build or terminate. Licensee must provide City with proof that its Equipment is operational with the applicable time period. Notwithstanding the foregoing, City may grant Licensee a reasonable extension of time if Licensee demonstrates in writing that its failure to comply with the requirements of this Section were due to reasons beyond its control.

8 ALTERATIONS

8.1 Licensee's Alterations.

Licensee is not required to seek City approval if the existing Equipment is replaced with like-for-like Equipment that is identical or smaller in size, weight, aesthetic attributes, and no new penetration to the Pole. If Licensee does not meet like-for-like Equipment requirement, other than installation in accordance with Approved Plans, Licensee shall not make or permit any alterations to the License Area or anything that is part of, installed on, or appurtenant to the License Area, except with City's prior consent in each instance, which the City may grant or withhold in its reasonable discretion. City shall provide to Licensee a written explanation for its denial of an alteration. City may condition its consent reasonably in each instance based on the scope and nature of the alterations to be made. All alterations must be at Licensee's sole expense in accordance with plans and specifications approved by City and be performed only by duly licensed and bonded contractors or mechanics. Licensee shall notify and coordinate with City to ensure installation process does not interfere with transit or traffic.

8.2 Title to Improvements and Removal of Licensee's Equipment.

Except as otherwise provided in this Master License, City has no claim of ownership of Licensee's Equipment installed on the License Area, but any structural improvements to a City Pole, replacement of a City Pole, as approved by the City, made by Licensee will become City Property and remain on the Pole Location should Licensee vacate or abandon use of the City Pole. Licensee may remove all of its Equipment (which excludes structural improvements to or replacement of any City Pole) from the License Area after providing to City not less than 30 days' prior notice of removal, subject to **Article 25** (Surrender of License Area), and **Article 27** (Special Provisions). Consistent with the terms of this Master License, City may require Licensee to remove, upon not less than 30 days' prior notice, Equipment at any time if needed for City's municipal uses; provided, in the event of any material interference with transit operations, City may require immediate removal.

9 CITY WORK ON POLES

9.1 Repairs, Maintenance, and Alterations.

City will: (a) maintain and repair City Poles as needed, in its sole judgment, for its streetlight, transit and/or transportation (traffic) operations; and (b) correct any emergency, immediately life-threatening or hazardous condition. Except as specified in **Article 27** (Special Provisions), neither City work on City Poles nor the condition of City Poles will entitle Licensee to any damages, relieve Licensee of the obligation to pay the License Fees and Additional Fees or perform each of its other covenants under this Master License, or constitute or be construed as a constructive termination of this Master License; provided, if Licensee is required to remove its Equipment and terminate a Pole License, Licensee will not be required to pay any further License Fees from and after the date of termination.

9.2 City Alterations to License Area.

9.2.1 City Reservation. City reserves the right at any time to make alterations, additions, repairs, removals, and improvements to all or any part of the License Area for any municipal purpose, including maintenance and improvement of street lighting and/or transit or transportation services, and/or City compliance with mandatory regulations or voluntary controls or guidelines, subject to: (a) making good faith efforts to give Licensee prior notice of any City work in accordance with **Section 9.3** (Licensee's On-Call Representative); (b) allowing a representative of Licensee to observe City's work; and (c) taking reasonable steps not to disrupt Licensee's normal use of Equipment on the License Area. But Licensee's use of the License Area service may not impede or delay in any way the City's authority and ability to make changes to any License Area necessary to maintain street lighting or transit or traffic management operations.

9.2.2 Licensee Rights. Should City make any alterations, additions, repairs, removals, or improvements to a City Pole for municipal purposes that requires Licensee to remove its Equipment, City will assist Licensee in locating a replacement Pole for installation of Licensee's Equipment, subject to the required approvals described in this Master License. If City does not offer a replacement City Pole within a reasonable distance, then City will return to Licensee the License Fees for the unused portion of the calendar year. Any previously paid Licensee Fees will apply to the replacement City Pole. Under no circumstances, however, will City be responsible for any costs Licensee will incur to remove its Equipment or install the replacement City Pole.

9.3 Licensee's On-Call Representative.

Licensee shall at all times have a representative assigned to be on call and available to the City regarding the operation of Licensee's Equipment. Licensee's representative shall be qualified and experienced in the operation of Equipment, and shall be authorized to act on behalf of Licensee in any emergency and in day-to-day operations of the Equipment. The contact information for Licensee's on-call representative is listed in the Basic License Information and will be listed on identification plates as required by **Subsection 7.1.2** (Identification and Other Signage). Before City performs non-emergency maintenance, repair, or other activities on the License Area in the regular course of its business that may impair the operation of Licensee's Equipment on the License Area, City will attempt provide at least 48 hour's telephonic notice to Licensee's on-call representative. City will not be required to delay non-emergency repair or maintenance activities more than 48 hours after attempting to contact Licensee's on-call representative.

9.4 Emergencies; Equipment Failures.

9.4.1 Notice. The parties agree to notify each other of any emergency situation related to any City Pole at the emergency phone numbers listed in the Basic License Information at the earliest opportunity. For purposes of this Agreement, an "Emergency" is the threatened or imminent failure of a City Pole or of the attachment of

the Equipment to the City Pole or other circumstance that presents an imminent threat to the safety of persons or property.

9.4.2 Emergencies. In an Emergency, City's work and needs will take precedence over the operations of any of Licensee's Equipment on the License Area, and the City may access any portion of the License Area that it determines is necessary in its sole discretion in accordance with **Section 21.2** (Emergency Access), whether or not the City has notified Licensee of the Emergency. Licensee acknowledges that in any Emergency situation arising from any cause City personnel may determine that the operation of Licensee's Equipment must be interrupted, or that the circumstances require the removal of any part of Licensee's Equipment. Licensee agrees that the City will bear no liability to Licensee for the City's interruption of Licensee's Equipment operations, removal of Equipment, or other actions with respect to Licensee's Equipment in an Emergency except to the extent caused by the gross negligence or willful misconduct of the City, and that Licensee shall be solely responsible for the costs required to resume operations or repair or replace Equipment following the Emergency.

9.4.3 Equipment Outages. Licensee shall at all times conform its maintenance and repair activities to the requirements stated in **Section 13.3** (Compliance with CPUC General Orders and Cal/OSHA Regulations) and **Section 13.4** (Compliance with Electric Codes). In the event of a failure or outage of Licensee's Equipment that does not constitute an Emergency, Licensee may perform repairs on the Equipment without following the procedures or notice required under **Section 7.6** (Notice of Licensee Work), but only to the extent that the repair work does not require Licensee to perform work within the distances from energized overhead lines prohibited by California OSHA Regulations, Title 8 section 2946, and the work would not disrupt transit or traffic operations or controls. If Licensee's work encroaches into the restricted areas stated in Cal/OSHA Regulations section 2946, or would interfere with transit or traffic, Licensee shall promptly notify SFMTA and apply for a work clearance permit at: <https://www.sfmta.com/permits/muni-construction-support-and-clearance-permit> **SFMTA**. The SFMTA may impose reasonable conditions on the repair work to limit impacts to transit and traffic, including requiring that the work be performed during prescribed days and hours. The parties agree to work in good faith to allow Licensee to perform its repair work during regular business hours to the extent that work does not require a clearance permit or interfere with transit operations or traffic. To the extent that Licensee performs any work on the Equipment under this Section without first notifying City, Licensee shall notify City as soon as reasonably practicable after the work of (a) a description of the work performed, (b) the identity of any third-party contractors involved in the work, and (c) the time and dates of the work.

9.5 Access to City Poles Not Guaranteed.

Nothing contained in this Master License shall be construed to require City to construct, retain, extend, place or maintain any City Pole or other facilities that are not needed for any City use or operation.

10 LICENSEE'S MAINTENANCE AND REPAIR OBLIGATIONS

10.1 Damage to City Poles.

If the acts, omissions, or negligence of Licensee or its Agents or Invitees when installing, maintaining, or removing Equipment damages any City Pole, City will provide notice describing the damage and 30 days' opportunity to repair or replace the damaged City Pole. If Licensee fails to repair or replace the damaged City Pole in accordance with the requirements of **Section 8.1** (Licensee's Alterations) within that 30-day period, or any longer period to which City agrees in its reasonable discretion, City may do so at Licensee's expense. Licensee shall reimburse City for its costs of repair or replacement within 30 days after receipt of City's demand for payment, together with copies of invoices or other evidence of its costs.

10.2 Alterations to City Poles

If Licensee or any of its Agents or Invitees alters or removes any City Pole without City's express prior approval, Licensee shall restore the City Pole to the condition existing before the damage or alteration, unless the City directs otherwise. City may condition its approval of any alteration to City Pole on restoration in accordance with this Section.

10.3 No Right to Repair City Poles.

Absent direction from the City providing to repair damage to a City Pole, Licensee is not authorized to make any repairs to City Poles. In all cases, Licensee waives any right it may have to make repairs at the City's expense under any applicable Law.

10.4 Notice of Damage to City Poles.

Licensee agrees to give City notice of the need for any repair to a City Pole licensed to Licensee promptly after Licensee's discovery of damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions, or negligence of Licensee or its Agents or Invitees. The City's remedy for Licensee's failure to provide such notice, shall be limited to City's actual monetary damages only.

10.5 Licensee's Equipment.

10.5.1 Maintenance and Repair. Licensee shall at its sole expense install, maintain, and promptly repair any damage to Equipment installed on the License Area whenever repair or maintenance is required, subject to the City's prior approval if required under **Article 8** (Alterations).

10.5.2 City Approval. Except as provided in **Section 9.4.3** (Equipment Outages), Licensee must provide notice and seek City's approval for any repair, maintenance, replacement, or other installation of Equipment on a City Pole other than what is in the approved Pole License.

10.5.3 Modification. In no event may Licensee install larger, heavier, different, or additional Equipment on a City Pole without submitting an application for a Pole License Modification Approval and obtaining City's express prior consent. In this regard, it is the City's position, without acknowledgement or agreement by Licensee, that section 6409(a) of the Middle-Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455) does not apply to this Master License or any Pole License because the FCC found *In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, 28 FCC Rcd. 14238 (Sept. 26, 2013) that City is acting in its proprietary capacity as the owner of City Poles. Any work on Licensee's Equipment installed on City Poles that is authorized or permitted under this Subsection is subject to Licensee obtaining any required Regulatory Approvals.

10.5.4 Graffiti. Licensee's repair and maintenance obligation includes the removal of any graffiti from the License Area.

10.6 Standard of Work. All work by or on behalf of Licensee under this Article must be at Licensee's sole expense and shall: (a) be performed by duly licensed and bonded contractors or mechanics; (b) be performed in a manner and using equipment and materials that will not interfere with or impair City's operations; and (c) comply with all applicable Laws relating to the License Area or Licensee's activities.

11 LIENS

Licensee shall keep the License Area free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment, or material to Licensee in any way connected with Licensee's use of the License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for

Equipment, other materials, or services provided for Licensee's Equipment. If Licensee does not cause the release of lien of a mechanic's lien or stop notice by any contractor, service provider, or equipment or material supplier purporting to attach to the License Area or other City Property within 30 days after notice or discovery of the lien, or otherwise provide bonds to secure such liens in a form and amount required by law to cause any such lien to be removed from the applicable property or otherwise protect City's interests in the applicable property, the City will have the right, but not the obligation, to cause the same to be released by any means it deems proper, including payment of the Claim giving rise to such lien. Licensee must reimburse City for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within 30 days following receipt of City's demand, together with evidence of the City's expenses. Licensee shall give City at least ten Business Days' prior notice of commencement of any construction or installation on any part of the License Area except for minor and routine repair and maintenance of Licensee's Equipment. Licensee shall not create, permit, or suffer any other encumbrances affecting any portion of the License Area.

12 UTILITIES; TAXES AND ASSESSMENTS

12.1 Utilities.

12.1.1 SFPUC Poles. Licensee shall procure, at no cost to City, any and all utilities or services necessary or appropriate for Licensee's use of the License Area on SFPUC Poles, including but not limited to any power feed required to operate the Equipment. If available, Licensee shall procure electrical power from the SFPUC at Licensee's expense. Otherwise, Licensee shall procure electric service from another electric service provider. When reviewing each Pole License application, SFPUC will notify Licensee if SFPUC can provide electrical power and if SFPUC will require metered service. If so, SFPUC will provide current guidelines for electrical service connections, which will be deemed attached to each applicable Pole License as provided in **Exhibit A-5** when approved.

12.1.2 Utility Infrastructure. Where feasible, SFPUC will allow Licensee, for a separate fee (the "**Conduit License Fee**"), to use Utility Infrastructure to obtain electric service from the SFPUC to SFMTA Poles, or to SFPUC or SFMTA Poles if PG&E is the electric service provider, and to install fiber-optic lines, provided Licensee's proposed use of the Utility Infrastructure will not impede SFPUC operations or use of the conduit or attached facility or infrastructure. Approval of SFPUC-owned or controlled Utility Infrastructure will be administered through approval of the relevant Pole License or Conduit License. Licensee's access and use of conduit and other infrastructure owned by City agencies other than SFPUC requires approval of those agencies, and Licensee understands that under no circumstance is Licensee permitted to use SFMTA-owned conduit or pull boxes. Use of Utility Infrastructure to serve SFPUC Poles where the SFPUC is electric service provider does not require a separate Conduit License or Conduit License Fee.

12.1.3 SFMTA Poles. Licensee shall furnish, at its cost, any and all utilities or services necessary or appropriate for Licensee's use of the License Area on SFMTA Poles, including but not limited to any power feed required to operate the Equipment. If available, Licensee shall procure the electrical power from SFPUC at Licensee's expense. Otherwise, Licensee shall procure electric service from another electric service provider. Licensee shall be solely responsible directly to the serving utilities for all utilities required for Licensee's use of the License Area. Licensee agrees to promptly pay for all such utilities. Licensee shall not: (a) connect or use any electrical equipment that exceeds the capacity of the electrical system available to service the Pole; or (b) connect any apparatus, machine or device through electrical service except in the manner for which such service is designed, except for such modifications to the SFMTA Pole as may be shown on the Approved Plans and for any other such modifications that are made at Licensee's sole cost and are approved in writing in advance by City. Licensee may request access to SFPUC-owned or controlled Utility Infrastructure

adjacent to an SFMTA Pole. If Licensee's proposed use of the Utility Infrastructure will not impede SFMTA operations or SFPUC operations or use of the conduit or attached facility or infrastructure, City will not unreasonably deny Licensee access and use. Licensee understands that under no circumstance is Licensee to use SFMTA-owned conduit or pull boxes.

12.2 Utility Charges.

12.2.1 Metering on SFPUC Poles. If required by SFPUC, Licensee may install a utility meter on the SFPUC Pole. If required by another electric service provider, Licensee may install a utility meter and disconnect switch on the SFPUC Pole with the prior approval of SFPUC, which approval will not be unreasonably withheld so long as it does not interfere with SFPUC operations, pedestrian or vehicular traffic, sidewalk or street lines of sight, or negatively impact the strength or integrity of the SFPUC Pole.

12.2.2 Metering on SFMTA Poles. If required by the applicable electric service provider, and allowed by SFMTA, Licensee may install a utility meter and disconnect switch on the SFMTA Pole with the prior approval of SFMTA, which approval will not be unreasonably withheld so long as it does not interfere with SFMTA operations, pedestrian or vehicular traffic, sidewalk or street lines of sight, or negatively impact the strength or integrity of the SFMTA Pole.

12.2.3 Billing and Rates. To the extent Licensee obtains electric service from SFPUC for any Pole License, SFPUC will bill Licensee for such electrical service usage at the standard enterprise rates adopted by SFPUC from time to time. Licensee shall pay to SFPUC the service connection fee specified in **Exhibit C** (the "**Service Connection Fee**") when submitting each Acknowledgement Letter in accordance with **Subsection 7.2.1** (SFPUC Pole Licenses).

12.3 Taxes and Assessments.

12.3.1 Possessory Interest Taxes. Licensee recognizes and understands that this Master License may create a possessory interest subject to property taxation and that Licensee may be required to pay possessory interest taxes on such interest. Licensee further recognizes and understands that any sublicense or assignment permitted under this Master License and any exercise of any option to renew or extend this Master License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created under this Master License.

12.3.2 Licensee's Obligation if Assessed. Licensee agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the leasehold interest hereby created and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by Law, if any, all of which will be paid when the same become due and payable and before delinquency. Licensee agrees not to allow or suffer a lien for any taxes to be imposed upon the License Area without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity or amount of the same using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction and to the extent allowed by Law. City will provide Licensee with copies of all tax and assessment notices on or including the License Area promptly, along with sufficient written documentation detailing any assessment increases attributable to Licensee's Equipment, but in no event later than 30 days after receipt by City.

12.3.3 Taxes on Equipment. Licensee shall be responsible for any taxes and assessments attributable to and lawfully levied upon Licensee's Equipment. Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Equipment without promptly discharging the same, provided that Licensee, if so desiring, will have a

reasonable opportunity to contest the validity or amount of the same using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction and to the extent allowed by Law.

13 COMPLIANCE WITH LAWS

13.1 Requirement.

13.1.1 Current Laws. Licensee shall install, use, operate, repair and maintain the Equipment in strict compliance with Laws and conditions to Regulatory Approvals relating to the use or occupancy of the License Area, including all Laws relating to health and safety and radio signal transmission. Any work or installations made or performed by or on behalf of Licensee or any person or entity claiming through or under Licensee is subject to applicable Laws.

13.1.2 Future Laws. The parties agree that Licensee's obligation to comply with all Laws is a material part of the bargained-for consideration under this Master License, irrespective of the degree to which such compliance may interfere with Licensee's use or enjoyment of the License Area, the likelihood that the parties contemplated the particular Law involved, and whether the Law involved is related to Licensee's particular use of the License Area. No occurrence or situation arising during the Term under any current or future Law, whether foreseen or unforeseen and however extraordinary, will relieve Licensee from its obligations under this Master License or give Licensee any right to reduce amounts owed to the City or to otherwise seek redress against City. Licensee waives any rights under any current or future Laws to receive any abatement, diminution, reduction, or suspension of payment of License Fees, or to compel City to make any repairs to comply with any such Laws, on account of any such occurrence or situation. In lieu of compliance with such Laws, and in Licensee's sole discretion, Licensee may terminate any affected Pole License or the Master License in its entirety and, upon the removal of Licensee's equipment as required by this Master License, shall be relieved of any further obligation to comply with such Laws as it relates to the terminated Pole Licenses. The requirements of this section with respect to compliance with future laws shall not limit or restrict the parties' rights and obligations with respect to a Fee Change Event as set forth in **Section 13.1.3** (Changes in License Fees).

13.1.3 Changes in License Fees. Licensee acknowledges that the License Fee contained herein is designed to comply with federal law as construed by the FCC in its Declaratory Ruling on Wireless Broadband Deployment (FCC 18-133, 33 FCC Rcd 9088 (2018), affirmed in City of Portland v. FCC, 969 F3d 1020 (9th Cir. 2020). Licensee agrees that, in the event the FCC's construction of federal law concerning license fees for wireless facilities is subsequently reversed, revised, amended or overturned by any administrative, judicial or legislative action, or otherwise altered by the FCC action (a "**Fee Change Event**"), Licensee will, upon City's request, enter into good faith negotiations with City on a new License Fee consistent with the administrative, judicial or legislative, judicial or FCC action ("**Good Faith Negotiation**"). If the parties are unable to reach an agreement on the License Fee following Good Faith Negotiation during a negotiation period of not less than 120 days, then City reserves the right to unilaterally increase the License Fee consistent with and subject to any limitations set by the Fee Change Event on sixty days' notice. If Licensee is not willing to pay the increased License Fee established by City and consistent with the Fee Change Event, either Licensee or City shall have the right to terminate one or more Pole Licenses. In the event of such termination, Licensee shall remove its Equipment from the terminated Pole License Areas.

13.2 Personnel Safety Training.

13.2.1 High Power Lines. City Poles might be close to or support overhead traction power lines used by SFMTA as stanchion supports for guy cables and power feed cables, on which traction power averages 615 volts DC, 1600 - 6500 amperes.

Licensee acknowledges and agrees that its use of any City Poles, which are near or service overhead traction power infrastructure poses a risk of severe injury or death to persons who are not properly trained and equipped to work around high-power lines. Therefore, all installation and maintenance of Equipment shall be performed by Licensee or by a qualified and licensed contractor in privity with Licensee.

13.2.2 CPUC Certification. Licensee shall ensure that all persons installing, operating, or maintaining its Equipment are appropriately trained and licensed by the California State Contractors Licensing Board and as required by applicable regulations and rules of the California Public Utilities Commission (the “CPUC”). Licensee shall ensure that these persons are trained in and observe all safety requirements established by the City, the CPUC, and the California Division of Occupational Safety & Health, Department of Industrial Relations, including site orientation, tag-out lock-out de-energization rules, ladder and lift restrictions, and track and street right-of-way safety requirements.

13.2.3 Licensee’s Indemnity. During any period when Licensee or any Agent of Licensee is installing, operating, or maintaining its Equipment, Licensee acknowledges and agrees that City has delegated control of the License Area to Licensee, which will be solely responsible for any resulting injury or damage to property or persons. City is not a co-employer of any employee of Licensee or any employee of Licensee’s Agents, and City will not be liable for any Claim of any employee of Licensee or any employee of Licensee’s Agents. Licensee agrees to Indemnify City fully (as provided in **Article 18** (Licensee’s Indemnity)) against any Claim brought by any employee of Licensee or any employee of Licensee’s Agents arising from or related to Licensee’s access to and use of the License Area and other activities of Licensee or its Agents on or around in the License Area.

13.3 Compliance with CPUC General Orders and Cal/OSHA Regulations.

Licensee shall conduct all activities on the License Area in accordance with CPUC General Orders (including but not limited to General Order 95 and the rules and other requirements enacted by the CPUC under that General Order) and Cal/OSHA Regulations (including but not limited to CCR, Title 8, section 2946), as applicable and as those regulations may be amended.

13.4 Compliance with Electric Codes.

Licensee shall conduct all activities on the License Area in accordance with the requirements of California Electric Code, National Electric Safety Code IEEE C2 (“NESC”), and any applicable local electrical code, as any of those codes may be amended. To the extent that CPUC General Order 95 does not address installation of cellular telephone antennas on Poles carrying electrical lines, Licensee shall apply applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239, and 239H and sections 22, 41, and 44. Where any conflict exists between the NESC, the California Electric Code, any local code, and CPUC General Order 128, the more stringent requirements will apply, as determined by City.

13.5 City’s Exercise of its Proprietary Interests.

It is the City’s position, without acknowledgement or agreement by Licensee, that the City is entering into this Master License in its capacity as a property owner with a proprietary interest in the City Poles and not as a Regulatory Agency with police powers. Nothing in this Master License limits in any way Licensee’s obligation to obtain required Regulatory Approvals from applicable Regulatory Agencies. By entering into this Master License, the City is in no way modifying or limiting Licensee’s obligation to comply with all applicable Laws.

13.6 Regulatory Approvals.

Licensee represents and warrants that prior and as a condition to conducting its activities on the License Area Licensee will acquire all Regulatory Approvals required for

Licensee's use of the License Area. Licensee shall maintain all Regulatory Approvals for Licensee's Permitted Use on the License Area throughout the Term of this Master License and for as long as any Equipment is installed on any portion of the License Area.

13.7 Radiofrequency Radiation and Electromagnetic Fields; Noise Study.

Licensee's obligation to comply with all Laws includes all Laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the License Area, including all applicable FCC standards, whether such RF or EMF presence or exposure results from Licensee's Equipment alone or from the cumulative effect of Licensee's Equipment added to all other sources on or near the License Area. Licensee shall provide to City a report from an independent engineering consultant analyzing whether RF and EMF emissions at the proposed Pole Locations would comply with FCC standards, taking into consideration the Equipment installation specifications and distance to residential windows (each, an "Emissions Report") with each Pole License application.

Licensee shall provide to City a report from an independent engineering consultant analyzing whether noise at the proposed Pole Locations would comply with FCC standards, taking into consideration the Equipment installation specifications and distance to residential windows (each, a "Noise Study") with each Pole License application.

13.8 Compliance with City's Risk Management Requirements

Licensee shall not do anything, or permit anything to be done by anyone under Licensee's control, in, on, or about the License Area that would create any unusual fire risk, and shall take commercially reasonable steps to protect the City from any potential liability by reason of Licensee's use of the License Area. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations, and requirements of the City's Risk Manager and the City department that issued the applicable Pole License.

13.9 Compliance with Other City Requirements.

Licensee has reviewed, understands, and is ready, willing, and able to comply with the terms of other applicable City Laws, some of which are set forth in **Schedule 1** to this Master License. Licensee acknowledges that **Schedule 1** contains only summaries of certain City Laws, each of which is incorporated by reference as if fully stated. Licensee acknowledges that City Laws in effect when the Master License is executed will apply to Licensee and its Agents and successors and assigns, as applicable. The summaries are for Licensee's convenience only; Licensee is obligated to become familiar with all applicable City Laws and shall comply with them fully as they are amended from time to time, whether or not they are summarized in **Schedule 1**. City Laws are currently available on the web at www.sfgov.org.

13.10 Equipment Disconnect Device.

Licensee shall install or cause to be installed at every City Pole a disconnect device, such as a fused linkage, cut-off switch or similar mechanism. The disconnect device must disable and de-energize the Equipment so that City personnel performing maintenance on the Pole or attached power lines and support cabling may quickly and safely shut down the Equipment so that they are not exposed to RF or EMF emissions generated by the Equipment. The disconnect device must be clearly identified and easily accessed, and the operation of the cut-off switch must be obvious and intuitive. The City will instruct its personnel to use the disconnect device to de-activate the Equipment while performing work in proximity to said Equipment. Licensee shall provide the City with information and diagrams describing the use, function and operation of the disconnect device for the instruction of City personnel.

14 DAMAGE OR DESTRUCTION

14.1 City Election.

City has no obligation to replace or repair any City Pole following damage by any cause. Following damage or destruction of a City Pole, the City may elect any of the following actions, in City's sole and absolute discretion:

14.1.1 Election to Repair or Replace Damaged City Pole. Within 30 days after the date on which the City discovers damage or destruction of a City Pole licensed to Licensee, City will give Licensee notice of the City's decision whether to repair or replace the damaged City Pole and its good faith estimate of the amount of time the City will need to complete the work. If City cannot complete the work within 30 days after the date that the City specifies in its notice, or if City elects not to do the work, then Licensee will have the right to terminate the affected Pole License on 30 days' notice to the City.

14.1.2 Election to Remove Damaged City Pole. If City decides to remove, rather than repair or replace, a damaged City Pole licensed to Licensee, the applicable Pole License will terminate automatically as of the last day of the month City Pole is removed.

14.1.3 Election to Remove Equipment from Damaged City Pole. If the acts of third parties or an act of nature or other force majeure circumstance outside the control of Licensee or its Agents or Invitees destroys or damages any City Pole to such an extent that, in the City's reasonable determination, the Equipment on the City Pole cannot be operated, City may decide to terminate the affected Pole License on 30 days' notice to Licensee and require Licensee to remove the Equipment from the damaged City Pole before the termination date specified in City's notice.

14.1.4 Licensee's Rights after Termination. After termination of any Pole License under this Section, City will: (a) refund the portion of the previously-paid License Fee attributable to the terminated portion of the License Year, subject to **Section 3.2.2** (Pole License Minimum Term); and (b) give priority to Licensee's Pole License application for a replacement City Pole.

14.2 No Statutory Rights for Damaged City Pole.

The parties understand and agree that this Master License governs fully their rights and obligations in the event of damage or destruction of City Poles, and, to the extent applicable, Licensee and the City each hereby waives and releases the provisions of section 1932, subdivision 2, and section 1933, subdivision 4, of the Civil Code of California (when hirer may terminate the hiring) or under any similar Laws.

15 EMINENT DOMAIN

15.1 Eminent Domain.

If all or any part of the License Area is permanently taken in the exercise of the power of eminent domain or any transfer in lieu thereof, the following will apply:

15.1.1 Termination. As of the date of taking, the affected Pole Licenses will terminate as to the part so taken, and the License Fee under the affected Pole Licenses will be ratably reduced to account for the portion of the License Area taken.

15.1.2 Award. City will be entitled to any award paid or made in connection with the taking. Licensee will have no Claim against City for the value of any unexpired Term of any Pole License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's relocation expenses or loss or damage to Licensee's Equipment.

15.1.3 No Statutory Right to Terminate. The parties understand and agree that this Section is intended to govern fully the rights and obligations of the parties in the event of a permanent taking. Licensee and City each hereby waives and releases any

right to terminate this Master License in whole or in part under sections 1265.120 and 1265.130 of the California Code of Civil Procedure (partial termination of lease and court order terminating lease, respectively) and under any similar Laws to the extent applicable to this Master License.

15.2 Temporary Takings.

A taking that affects any portion of the License Area for less than 90 days will have no effect on the affected Pole License, except that Licensee will be entitled to an abatement in License Fee to the extent that its use of the License Area is materially impaired. In the event of any such temporary taking, Licensee will receive that portion of any award, if any, that represents compensation for the use or occupancy of the License Area during the Term up to sum of the License Fees and Additional Fees payable by Licensee for the period of the taking, and the City will receive the balance of the award.

16 ASSIGNMENT

16.1 Restriction on Assignment.

Except as specifically provided in **Section 16.6** (Permitted Assignment), Licensee shall not directly or indirectly Assign its interest in or rights with respect to the License Area without the City's prior consent. City will not unreasonably withhold its consent to an Assignment other than an Assignment covered by **Article 11** (Liens). An Assignment will not include a sublicense to another licensed carrier where Licensee remains obligated to the City to fulfill all of Licensee's obligations under this Master License. Licensee shall provide notification to City within 30 days of any such sublicense, including any additional information reasonably requested by City relating to such sublicense, but such sublicense shall not be subject to City approval.

16.2 Notice of Proposed Assignment.

If Licensee desires to enter into an Assignment of this Master License or any Pole License issued under this Master License, Licensee shall give notice (a "**Notice of Proposed Assignment**") to City, stating in detail the terms and conditions for such proposed Assignment and complete information, including financial statements, business history, and references and other information about the proposed assignee (the "**Assignee**") that City requires to make a fully informed decision about Licensee's request. If Licensee does not deliver all information that the City reasonably requires simultaneously with the Notice of Proposed Assignment, the date of Licensee's delivery of notice will be deemed to have occurred only when it has delivered any additional information the City requests.

16.3 City Response.

16.3.1 Timing. City will grant or deny any request for consent to an Assignment within 30 days after City's receipt or deemed receipt, if delayed under **Section 16.2** (Notice of Proposed Assignment), of the Notice of Proposed Assignment (the "**Assignment Response Period**"). If City consents to the proposed Assignment, then Licensee will have 100 days following the date the City delivers its consent notice to Licensee to complete the Assignment.

16.3.2 Effect of Default. Licensee acknowledges that it would be reasonable for the City to refuse to consent to an Assignment during any period during which any monetary or other material default by Licensee is outstanding, pursuant to **Section 17.1.7** (Notice and Failure to Cure) and/or **Section 17.1.8** (Other Terms), beyond any applicable notice and cure period under this Master License.

16.4 Effect of Assignment.

No Assignment by Licensee, consent to Assignment by City, or Permitted Assignment under **Section 16.6** (Permitted Assignment) will relieve Licensee of any obligation on its part under this Master License. Any Assignment that is not in compliance with this Article will be

void, and will be deemed a material default by Licensee under this Master License if it is not set aside or reversed within ten days following notice from City. City's acceptance of any License Fee, Additional Fee, or other payments from a proposed Assignee will not be deemed to be City's consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Article.

16.5 Assumption by Transferee.

Each Assignee shall assume all obligations of Licensee under this Master License and each assigned Pole License and will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee. No Assignment will be binding on the City unless Licensee or the Assignee delivers to City evidence satisfactory to the City that the Assignee has obtained all Regulatory Approvals required to operate as a wireless telecommunications service provider on the assigned License Area, a copy of the Assignment agreement (or other document reasonably satisfactory to City in the event of a Permitted Assignment under **Section 16.6** (Permitted Assignment)), and an instrument that contains a covenant of assumption by such Assignee satisfactory in substance and form to the City, consistent with the requirements of this Article. However, the failure or refusal of an Assignee to execute such instrument of assumption will not release such Assignee from its liability as set forth in this Section. Except for a Permitted Assignment as provided in **Section 16.6** (Permitted Assignment), Licensee shall reimburse City on demand for any reasonable costs that City incurs in connection with any proposed Assignment, including the costs of investigating the acceptability of the proposed Assignee and legal costs incurred in connection with considering any requested consent. City agrees that its right to reimbursement under this Section during the Term will be limited to \$2,000 for each request.

16.6 Permitted Assignment.

16.6.1 Defined. City agrees that Licensee will be permitted to enter into an Assignment of this Master License and Pole Licenses issued under it (a "**Permitted Assignment**"), without City's prior consent but with notice to City as provided below, to: (a) an Affiliate; (b) a Subsidiary; (c) an entity that acquires all or substantially all of Licensee's assets in the market in which the License Area is located (as the market is defined by the FCC under an order or directive of the FCC); (d) an entity that acquires Licensee by a change of stock ownership or partnership interest; or (e) an entity Controlled by Licensee or that, with Licensee, is under the Common Control of a third party.

16.6.2 Conditions. A Permitted Assignment is subject to the following conditions:

(a) The Assignee uses the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area.

(b) Licensee provides City with notice 30 days before the effective date of the Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee meets the capital and fiscal qualifications stated in this Section.

(c) Licensee is in good standing under this Master License.

17 DEFAULT

17.1 Events of Default by Licensee.

Any of the following will constitute an event of default by Licensee under this Master License and any Pole Licenses issued under it:

17.1.1 Nonpayment of Fees. Subject to **Subsection 17.1.2** (Habitual Late Payer), Licensee fails to pay any License Fee or Additional Fees as and when due, if the failure continues for ten days after the due date.

17.1.2 Habitual Late Payer. For the third time within any 24-month period, Licensee fails to pay any License Fee or Additional Fees within the 10-day grace period under **Subsection 17.1.1** (Nonpayment of Fees).

17.1.3 Lapsed Regulatory Approvals. Licensee fails to maintain all Regulatory Approvals required for the Permitted Use.

17.1.4 Prohibited Assignment. Licensee enters into an Assignment in violation of **Article 16** (Assignment).

17.1.5 Interference with City. Licensee interferes with the City's operations in violation of **Section 27.4.1** (Licensee's Obligation Not to Cause Interference).

17.1.6 Failure to Maintain Insurance. Licensee fails to maintain insurance as required by **Article 19** (Insurance).

17.1.7 Notice and Failure to Cure. City shall provide Licensee with thirty (30) days' written notice that Licensee is in default for any of the reasons listed above. If Licensee fails to cure noncompliance within this thirty (30) day period or fails to pay the Default Fees as set forth in **Subsection 17.2.4** (Default Fees), then thereafter City may exercise the City's rights and remedies as set forth in **Section 17.2** (City's Remedies).

17.1.8 Other Terms. Licensee fails to perform or comply with any other obligation or representation made under this Master License, if the failure continues for 30 days after the date of notice from City, or, if such default is not capable of cure within the 30-day period, Licensee fails to promptly undertake action to cure such default within such 30-day period and thereafter fails to use its best efforts to complete such cure within 60 days after City's notice.

17.1.9 Abandonment. Licensee removes its Equipment or abandons the License Area for a continuous period of more than 60 days, such that the License Area is longer being used for the Permitted Use.

17.1.10 Insolvency. Any of the following occurs: (a) the appointment of a receiver due to Licensee's insolvency to take possession of all or substantially all of the assets of Licensee; (b) an assignment by Licensee for the benefit of creditors; or (c) any action taken by or against Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief Law, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within 60 days.

17.2 City's Remedies.

In addition to all other rights and remedies available to City at law or in equity, City will have the following remedies following the occurrence of an event of default by Licensee.

17.2.1 Continuation of License. Without prejudice to its right to other remedies, the City may continue this Master License and applicable Pole Licenses in effect, with the right to enforce all of its rights and remedies, including the right to payment of License Fees, Additional Fees, and other charges as they become due.

17.2.2 Termination of Pole License. If a default specific to one or more Pole Licenses is not cured by Licensee within the applicable cure period, if any, specified in **Section 17.1** (Events of Default by Licensee), the City may terminate each Pole License in default.

17.2.3 Termination of Master License. If Licensee's default is of such a serious nature in City's sole judgment that the default materially affects the purposes of this Master License, City may terminate this Master License in whole or in part. Termination

of this Master License in whole will affect the termination of all Pole Licenses issued under it automatically and without the need for any further action by City. In either case, City will deliver notice to Licensee providing 30-days' notice of termination and specifying whether the termination affects the entire Master License or only certain Pole Licenses as specified in the notice. City will specify the amount of time Licensee will have to remove its Equipment from any affected City Pole, which will be at least 30 days after the date of the City's notice for up to 50 City Poles and an additional 30 days for more than 50 City Poles. If Licensee does not remove its Equipment within the specified period, City will be entitled to remove Licensee's Equipment from the City Pole at Licensee's cost. City will have the right to sue for any costs incurred by City relating to the removal of Licensee's Equipment, and to make any terminated portion of the License Area available for license to other parties as of the effective date of the termination, even if Licensee's Equipment is still on the Pole.

17.2.4 Default Fees. Without limiting City's other rights and remedies under this Master License, City may require Licensee to pay City's actual costs (as determined based on time and materials) incurred in providing notice, performing inspections, or taking other reasonable actions by City to protect its interests and property in response to Licensee's Default (each, a "**Default Fee**"), by giving notice of City's demand that Licensee cure the default and specifying the cure period. The Default Fee will be due and payable to City 30 days after delivery of notice to Licensee of the amount due.

17.3 Licensee's Remedy for City Defaults.

Licensee's sole remedy for City's breach or threatened breach of this Master License or any Pole License issued under it will be an action for damages, subject to **Article 20** (Limitation of City's Liability).

17.4 Cumulative Rights and Remedies.

All rights and remedies under this Master License are cumulative, except as otherwise stated in this Master License.

18 LICENSEE'S INDEMNITY

18.1 Scope of Indemnity.

Licensee, on behalf of itself and its successors and assigns, shall Indemnify the Indemnified Parties from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every kind (each, a "**Claim**"), incurred in connection with or arising in whole or in part from: (a) injury to or death of a person, including employees of Licensee, or loss of or damage to property, occurring on or about the License Area or arising in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized use of the License Area; (b) any default by Licensee in the observation or performance of any of the terms, covenants, or conditions of this Master License to be observed or performed on Licensee's part; (c) the use or occupancy or manner of use or occupancy of the License Area by Licensee, its Agents, or Invitees, or any person or entity claiming through or under any of them; (d) the presence of or exposure to RFs or EMFs resulting from Licensee's use of the License Area; (e) the condition of the License Area or any occurrence on the License Area from any cause attributable to the events described in **clauses (a), (b), (c), or (d)** of this Section; or (f) any acts, omissions, or negligence of Licensee, its Agents, or Invitees, in, on, or about the License Area; all regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable Law in effect on or validly retroactive to the date of this Master License and further except to the extent such Claim is caused by the willful misconduct or gross negligence of the Indemnified Parties.

18.2 Indemnification Obligations.

Licensee's Indemnification obligation includes reasonable fees of attorneys, consultants, and experts and related costs, including the City's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and the other Indemnified Parties from any Claim that actually or potentially falls within the scope of **Section 18.1** (Scope of Indemnity) even if allegations supporting the Claim are groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues at all times until finally resolved. Licensee's obligations under this Article will survive the termination of this Master License.

19 INSURANCE

19.1 Licensee's Insurance.

As a condition to issuance of any Pole License, Licensee must provide insurance documentation in a form satisfactory to the City, as set forth in this Section.

19.1.1 Coverage Amounts. Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages:

(a) Commercial General Liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with minimum limits of two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and four million dollars (\$4,000,000) in the aggregate.

(b) Workers' Compensation Insurance in statutory amounts with Employer's Liability Limits of one million dollars (\$1,000,000) each accident, disease, or policy limit.

(c) Commercial Automobile Liability Insurance with minimum limits of two million dollars (\$2,000,000) each accident for bodily injury and property damage, including owned, non-owned, and hired vehicles.

(d) Coverage Amounts may be provided through the primary policy in combination with excess and/or umbrella policies.

19.1.2 Required Endorsements. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide the following:

(a) Include as additional insureds as their interest may appear under this Agreement the "*City and County of San Francisco, its officers, and employees or assigns.*"

(b) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any Claims arising out of this Master License, and that insurance applies separately to each insured against whom Claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all Claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(c) Licensee's Workers' Compensation and General Liability insurance policy(ies) shall be endorsed with a waiver of subrogation in favor of the City. Licensee's General Liability insurance policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for Licensee's activities in the License Area such that the City shall not be liable for hazards in the Licensee Area arising or related to Licensee's activities.

19.1.3 Notice of Cancellation. Upon receipt of notice from its insurers of cancellation, reduction or nonrenewal of required insurance, Licensee shall provide the City with a copy of such notice and take prompt action to prevent cancellation, reinstate the cancelled coverage, or obtain it from a different insurer meeting the qualifications of **Subsection 19.1.9** (Ratings). Licensee shall endeavor to provide City thirty (30) days' advance written notice of any cancellation, intended nonrenewal or reduction in coverage. In the event of any cancellation for nonpayment, Licensee shall provide to the City not less than ten (10) days' prior notice. Upon Licensee's receipt of the substitute or new insurance, Licensee shall provide to City a certificate of insurance as set forth in **Section 19.1.6** (Certificates).

19.1.4 Claims-Made Policies. Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three years after the expiration or termination of this Master License, to the effect that, should occurrences during the Term give rise to Claims made after expiration or termination of this Master License, such Claims shall be covered by such claims-made policies.

19.1.5 General Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that Claims investigation or legal defense costs will be included in such general annual aggregate limit, such general aggregate limit shall be double the occurrence or Claims limits specified above.

19.1.6 Certificates. Licensee shall deliver to City certificates of insurance and required endorsements in a form reasonably satisfactory to the City, evidencing the coverages required under this Master License, by the Effective Date. If City has tendered a claim to Licensee or its insurer and Licensee or its insurer have denied coverage or issued a reservation of rights letter, Licensee will make available to City a copy of its insurance policy electronically or at a local San Francisco office at reasonable times and with a company representative present, if requested, at no cost to City, and all policies and copies will be returned to Licensee. In addition, nothing in this Section will prevent City from obtaining a copy of such insurance policy through legal discovery.

19.1.7 Insurance Does Not Limit Indemnity. Licensee's compliance with the provisions of this Section in no way relieve or decrease Licensee's liability under **Article 18** (Licensee's Indemnity) or any other provision of this Master License.

19.1.8 Right to Terminate. City may elect, in City's sole and absolute discretion, to terminate this Master License if Licensee allows any required insurance coverage to lapse by: (a) providing Licensee notice of the default; and (b) including in the notice of default or a notice of termination if Licensee fails to reinstate the lapsed coverage within ten Business Days after City delivers such notice.

19.1.9 Ratings. Licensee's insurance companies must be licensed, authorized or permitted to do business in California and must meet or exceed an A.M. Best rating of A-VIII or its equivalent.

19.1.10 Effective Dates. All insurance must be in effect before City will authorize Licensee to install Equipment on any City Pole and remain in force until all Equipment has been removed from the License Area. Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages are not limitations upon Licensee's liability.

19.1.11 Self-Insurance Alternative. Licensee may propose and City may accept an alternative insurance program, if that program provides equivalent protections of the insurance requirements in this Section as determined by the City. City's acceptance of an alternative insurance program will not affect an implied waiver or amendment of any other requirement of this Master License. Any amendment of these

insurance requirements must be in a written amendment to this Master License, executed in the same manner as this Master License.

19.2 Insurance of Licensee's Property.

Licensee shall be responsible, at its expense, for separately insuring Licensee's property.

19.3 City's Self Insurance.

Licensee acknowledges that the City self-insures against casualty, property damage, and public liability risks. City agrees to maintain, through the City, an adequate program of self-insurance for public liability risks during the Term and will not be required to carry any third-party insurance with respect to the License Area or otherwise.

19.4 Waiver of Subrogation.

City and Licensee each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the waiving party under this Master License or is actually covered by insurance obtained by the waiving party. Each waiving party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section. (See **Subsection 19.1.2** (Required Endorsements).)

19.5 Contractors' Bonds and Insurance.

Licensee shall require its contractors that install, maintain, repair, replace, or otherwise perform work on the License Area: (a) to provide bonds to guarantee the performance of the work and the payment of subcontractors and suppliers for any installation of Equipment; and (b) to have and maintain insurance of the same coverage, terms, and amounts as required of Licensee.

20 LIMITATION OF CITY'S LIABILITY

20.1 General Limitation on City's Liability.

City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the City and its Agents and releases the City and its Agents from, all Claims from any cause (except to the extent caused by the active negligence or willful misconduct of City and its Agents), including acts or omissions of persons using the sidewalk or street adjoining or adjacent to or connected with the License Area; utility interruption; theft; burst, stopped, or leaking water, gas, sewer, or steam pipes; or gas, fire, oil, or electricity in, flood, or vehicle collision on or about the License Area or other City Property.

20.2 Consequential Damages.

Licensee expressly acknowledges and agrees that the License Fees and Additional Fees payable under this Master License do not take into account any potential liability of City for consequential or incidental damages. City would not be willing to enter into this Master License or issue any Pole Licenses in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any Indemnification obligations of Licensee or other waivers contained in this Master License and as a material part of the consideration for this Master License, Licensee fully releases, waives, and discharges forever any and all Claims against City for consequential and incidental damages arising out of this Master License or any Pole License, including lost profits arising from the disruption to Equipment, any interference with uses conducted by Licensee under this Master License and Pole Licenses, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of City or its Agents, and

covenants not to sue for such damages the City, including City and the City's other departments, and all City commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

20.3 No Relocation Assistance.

This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code §§ 7260 et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 et seq.), or similar Law upon any termination of occupancy except as provided in **Article 15** (Eminent Domain). To the extent that any relocation law may apply, Licensee waives, releases, and relinquishes forever any and all Claims that it may have against the City for any compensation from City except as specifically provided in this Master License upon termination of its occupancy of all or any part of the License Area.

20.4 Non-Liability of City Officials, Employees, and Agents.

No elective or appointive board, commission, member, officer, employee, or other Agent of the City, will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors, and assigns, or for any obligation of City under this Master License.

20.5 Scope of Waivers.

Licensee acknowledges the City's rights under this Article and waives any Claims arising from the exercise of their rights. In connection with the preceding sentence and releases and waivers under **Section 10.3** (No Right to Repair City Poles), **Subsection 13.1.2** (Future Laws), **Section 14.2** (No Statutory Rights for Damaged City Pole), **Subsection 15.1.3** (No Statutory Right to Terminate), **Section 19.4** (Waiver of Subrogation), **Section 20.1** (General Limitation on City's Liability), **Section 20.2** (Consequential Damages), **Section 20.3** (No Relocation Assistance), **Section 21.3** (No Liability for Emergency Access), **Section 24.1** (Application of Security Deposit), and any other waiver by Licensee under this Master License, Licensee acknowledges that it is familiar with section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee realizes and acknowledges that the waivers and releases contained in this Master License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated Claims. Licensee affirms that it has agreed to enter into this Master License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code section 1542 and any similar Law. The releases and waivers contained in this Master License will survive its expiration or earlier termination.

21 CITY ACCESS TO LICENSE AREA

21.1 City's Right of Access.

Except as specifically provided otherwise, City and its designated Agents have the right of access to any part of the License Area at any time without notice for any purpose.

21.2 Emergency Access.

If safe and practicable, City will notify Licensee of any emergency that requires City to remove and replace a City Pole and will allow Licensee to remove its Equipment before City removes or replaces a City Pole in an emergency situation or other exigent circumstances. But if in City's sole judgment it is not safe or practicable to wait for Licensee to perform the work or where such delay would cause significant delay to or otherwise compromise public safety or

services, City will remove the Equipment from the City Pole, exercising reasonable care to avoid damage. City will hold the Equipment for retrieval by Licensee, and Licensee will have the right to reinstall the Equipment or equivalent Equipment at Licensee's expense on the repaired or replaced City Pole in accordance with **Article 7** (Installation of Equipment). As provided in **Section 9.4** (Emergencies; Equipment Failures), City's removal of Licensee's Equipment in emergency or exigent circumstances shall not be deemed to be a forcible or unlawful entry into or interference with Licensee's rights to the License Area.

21.3 No Liability for Emergency Access.

City will not be liable in any manner, and Licensee hereby waives any Claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto the License Area, including the removal of Licensee's Equipment from a City Pole in an emergency as described in **Section 21.2** (Emergency Access), except damage resulting directly and exclusively from the gross negligence or willful misconduct of City or its Agents and not contributed to by the acts, omissions, or negligence of Licensee, its Agents, or Invitees.

22 REQUIRED RECORDS

22.1 Records of Account; Inspection and Audit.

22.1.1 Licensee shall maintain during the Term and for a period ending three years after the Expiration Date or earlier termination of this Master License the following records at a place of business within the San Francisco Bay Area or in an electronic format: (a) identification and location of all City Poles under active Pole Licenses; (b) amounts and dates of License Fees paid to the City; (c) Regulatory Approvals issued for the installation, operation, and maintenance of Equipment on City Poles; and (d) correspondence with City concerning any matter covered by this Master License.

22.1.2 No more than once per year during the Term, and for a period of three years after the Expiration Date or earlier termination of this Master License, City, or a consultant acting on its behalf, may, upon ten Business Days' notice to Licensee, inspect and audit Licensee's records at Licensee's place of business during regular business hours.

22.2 Estoppel Certificates.

Licensee, at any time and from time to time on not less than 30 days' notice from the City, shall execute, acknowledge, and deliver to City or to any party designated by City, a certificate of Licensee stating: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for nonacceptance); (b) the Pole License Commencement Dates of any Pole Licenses then in effect; (c) the Effective Date and Expiration Date of this Master License; (d) that this Master License and Pole Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (e) whether any defenses then exist against the enforcement of any of Licensee's obligations under this Master License (and if so, specifying the same); (f) whether any of City's obligations under this Master License are outstanding (and if so, identifying any City obligations that Licensee believes that City has failed to meet); (g) the dates, if any, to which the License Fees and Additional Fees have been paid; and (h) any other information that may be reasonably required by any such persons pertaining to the status of this Master License or Pole Licenses.

22.3 Regulatory and Bankruptcy Records.

22.3.1 Copies for City Records. Licensee shall provide notice to City within ten business days (a) of any appointment of a receiver to take possession of all or substantially all of Licensee's assets, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute; and (b) all relevant

petitions, applications, communications, and reports submitted by Licensee to the FCC or any other Regulatory Agency having jurisdiction directly related to Licensee's installation or operation of Equipment on City Poles; provided, Licensee may redact any legally privileged, confidential or proprietary information and documents from this disclosure.

22.3.2 Production of Documents. City will attempt to notify Licensee promptly after delivery of any request for copies of these records made under any public records Law or in any court proceeding and of the date on which the records are to be made available. If Licensee believes that any of the requested records are confidential or contain proprietary information, Licensee must identify those records to City before the date of required production. If the request is made through any court or administrative proceeding, or the requesting party otherwise makes a formal complaint regarding nondisclosure, Licensee will have the burden to obtain any protective order needed to withhold production. Licensee acknowledges that City's compliance with any court order, including a subpoena duces tecum, will not violate this Subsection. City's failure to notify Licensee will not affect City's legal obligation to produce records or give rise to any Claim by Licensee against City.

23 RULES AND REGULATIONS

Licensee shall faithfully comply during the Term with any and all reasonable rules, regulations, and instructions that City establishes, as amended from time to time, with respect to use of any part of the License Area.

24 SECURITY DEPOSIT

24.1 Application of Security Deposit.

Licensee must tender to City for deposit the sum of \$75,000 or as otherwise specified as the Security Deposit in the Basic License Information (the "**Security Deposit**") to secure Licensee's faithful performance of all terms, covenants, and conditions of this Master License and the requested Pole License along with Licensee's first executed Pole License or, for SFPUC, with the first Acknowledgement Letter. Licensee agrees that City may apply the Security Deposit in whole or in part to remedy any damage to the License Area caused by Licensee, its Agents, or Invitees, or any failure of Licensee to perform any other terms, covenants, or conditions contained herein (including the payment of License Fees or other sums due under this Master License or any Pole License either before or after a default), without waiving any of City's other rights and remedies under this Master License or at law or in equity. Upon any application of the Security Deposit as set forth above, City shall provide to Licensee an accounting showing how the funds are being used by the City. Licensee waives any rights it may have under section 1950.7 of the California Civil Code or any similar Law and agrees that City may retain any portion of Security Deposit reasonably necessary to compensate the City for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Licensee, its Agents, or Invitees. Licensee understands and agrees that City may apply some or all of the Security Deposit to the payment of future License Fees, Additional Fees, and other amounts payable to City under this Master License and any Pole License following a Licensee event of default. City's obligations with respect to the Security Deposit are solely that of a debtor and not of a trustee. City is not required to keep the Security Deposit separate from its general funds, and Licensee is not entitled to interest on the Security Deposit. The amount of the Security Deposit in no way limits the liabilities of Licensee under any provision of this Master License or any Pole License.

24.2 Further Deposits.

Should City use any portion of the Security Deposit to cure any default by Licensee under this Master License, Licensee will be required to replenish the Security Deposit in the amount and by the date that the City specifies by notice to Licensee. City also has the right in

its reasonable judgment to increase the amount of the Security Deposit from time to time based upon City's assessment of Licensee's past use of the License Area.

25 SURRENDER OF LICENSE AREA

25.1 Surrender.

25.1.1 Obligations Upon Surrender. No later than 30 days after the Expiration Date or other termination of this Master License or any Pole License, Licensee shall peaceably remove its Equipment from applicable portion of the License Area and surrender it to City in good order and condition, normal wear and tear excepted, free of debris and hazards, and free and clear of all liens and encumbrances; provided, for any termination before the Expiration Date that requires Licensee to remove Equipment from more than ten Poles, Licensee shall begin such removal within 30 days and diligently prosecute the same to completion, and (a) shall complete such removal no later than 120 days following termination, and (b) shall pay all License Fees due and owing through the day of removal and return of the City Pole in the condition required by this Master License. Licensee shall fill or plate over any hole in the Pole and install a pipe or other reinforcement to ensure that Licensee's removal of its equipment does not adversely affect the structural integrity or expected life of the applicable Pole, as reasonably approved by the City. Immediately before the Expiration Date or other termination of this Master License, Licensee shall remove all of Licensee's Equipment and repair any damage resulting from the removal. Holes shall be covered and scratches painted over. For larger holes, a plate may be welded. Any corrosion shall be wire brushed to bare metal before painted. Licensee's obligations under this Article will survive the Expiration Date or other termination of this Master License.

25.1.2 Equipment Abandoned After Termination. At its option, City may deem any items of Licensee's Equipment that remain on a City Pole or otherwise on the License Area or other City Property more than 30 days after the Expiration Date of this Master License to be abandoned and, in such case, City may dispose of the abandoned Equipment in any lawful manner after expiration of a 60-day period initiated by City's notice to Licensee to remove the Equipment. Licensee agrees that California Civil Code sections 1980 et seq. and similar provisions of the Civil Code addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

25.2 Holding Over.

25.2.1 With Consent. Any holding over after the Expiration Date with the express consent of City will be construed to automatically extend the Term of this Master License for a period of one License Year at a License Fee equal to the License Fee in effect on the Expiration Date together with the annual escalation set forth herein, and the Master License otherwise will be on its express terms and conditions.

25.2.2 Without Consent. Any holding over without City's consent will be a default by Licensee and entitle City to exercise any or all of its remedies, even if City elects to accept one or more payments of License Fees, Additional Fees, or other amounts payable to City from Licensee after the Expiration Date.

26 HAZARDOUS MATERIALS

26.1 Hazardous Materials in License Area.

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of, or Released in, on, under, or about the License Area or any other part of City Property, or transported to or from any City Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as customarily needed for routine operation, cleaning, and maintenance of Licensee's Equipment so long as all such

Hazardous Materials are contained, handled, and used in compliance with Environmental Laws. Licensee shall immediately notify City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under, or about the License Area or other City Property.

26.2 Licensee's Environmental Indemnity.

If Licensee breaches any of its obligations contained in this Article, or if any act, omission, or negligence of Licensee or any of its Agents or Invitees results in any contamination of the License Area or other City Property, or in a Release of Hazardous Material from, on, about, in, or beneath any part of the License Area or other City Property, or the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall Indemnify the City, including City, its Agents, and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the License Area or other City Property, the loss or restriction of the use of usable space in the License Area or other City Property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the Term of this Master License relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release was caused by the gross negligence or willful misconduct of City or its Agents. Licensee's Indemnification obligation includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the License Area or other City Property by Licensee or any of its Agents or Invitees and to restore the License Area or other City Property to its condition prior to Licensee's introduction of such Hazardous Material or to correct any violation of Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and the other Indemnified Parties from any Claim that actually or potentially falls within this Indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes the Release of any Hazardous Material on, about, in, or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified Party, take any and all necessary actions to return the License Area or other City Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the gross negligence or willful misconduct of the City, including City, or its Agents. Licensee shall afford City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

27 SPECIAL PROVISIONS

27.1 Licensee's Termination Rights.

27.1.1 No-Fault Termination of Master License. Licensee may terminate this Master License at any time on 90 days' prior notice to City.

27.1.2 Pole License Termination. Absent the circumstances described in **Subsection 27.1.1** (No-Fault Termination of Master License), Licensee may terminate a Pole License ~~at~~ any time, provided (a) City shall have no obligation to return any portion of the License Fee previously paid by Licensee, and (b) no termination shall be effective until Licensee removes its Equipment from the applicable License Area and returns the City Pole in the condition required by this Master License.

27.1.3 Interference Caused by City Work. If any City work described in **Section 9.1** (Repairs, Maintenance, and Alterations) prevents Licensee from using a City Pole for more than 30 days, Licensee will be entitled to: (a) a pro rata abatement of the License Fee for the period Licensee is unable to use the City Pole; (b) terminate the

Pole License on 30 days' notice; or (c) both abatement of the License Fee under **clause (a)** and termination under **clause (b)**.

27.2 City's Termination Rights.

27.2.1 Absolute Right to Terminate Pole Licenses.

(a) City has the absolute right in its sole discretion to terminate any or all Pole Licenses if the City determines that Licensee's continued use of the License Area adversely affects or poses a threat to public health and safety, constitutes a public nuisance, interferes with City's streetlight or transit operations, or requires City to maintain a City Pole that is no longer required for City purposes.

(b) If the condition is susceptible to cure, City will provide notice to Licensee of City's determination, the underlying reasons for the determination, and provide a 30-day cure period following which the affected Pole Licenses will terminate if Licensee has not effected a cure.

(c) If the condition is not susceptible to cure in City's sole judgment, City will have the right to terminate the affected Pole Licenses on 30 days' notice to Licensee of City's determination.

27.2.2 Removal of Equipment. City in its sole discretion may determine that exigent circumstances require, for reasons of public, health, safety, or needs of City to provide street lighting or support transit or transportation operations, that Licensee remove the Equipment from a particular City Pole on 48 hours' notice. Licensee shall remove the Equipment from the identified City Pole within the 48-hour period or any longer time to which City agrees. The applicable Pole License will terminate as to the identified City Pole upon expiration of the 48-hour period or other agreed period.

27.2.3 City Pole Removal. City has the right to remove any City Pole that it determines in its sole judgment is unnecessary for its streetlight or transit or transportation operations. If City decides to remove a City Pole, it will make reasonable efforts to provide at least 60 days' notice to Licensee, but City's rights under this Subparagraph will not be affected by its failure to provide less than 60 days' notice. Upon removal of a City Pole, either party will have the right to terminate the Pole License as to the affected City Pole as of the last day of the month of removal. If the City removes a City Pole for the reasons set forth above, the City will assist Licensee in locating a replacement Pole for installation of Licensee's Equipment, subject to the required approvals described in this Master License. If City does not offer a replacement City Pole within a reasonable distance, then City will return to Licensee the Licensee Fees for the unused portion of the calendar year. Any previously paid Licensee Fees will apply to the replacement City Pole. Under no circumstances, however, will City be responsible for any costs Licensee will incur to remove its Equipment or to install the replacement City Pole.

27.2.4 Replacement City Poles. City has the right to replace, and remove Licensee's Equipment from, any City Pole that City determines in its sole judgment is necessary for its streetlight or transit or transportation operations. If City decides to replace a City Pole, it will make reasonable efforts to provide at least 60 days' notice to Licensee, but City's rights under this Subparagraph will not be affected by its failure to provide less than 60 days' notice. Licensee may choose either to install Licensee's Equipment on the replacement City Pole at Licensee's sole cost or to terminate the applicable Pole License as to the replacement City Pole.

27.2.5 Future Gateways, Repeaters, Traffic Signal, Pedestrian Signal, or Overhead Lines Project.

(a) Streetlight Improvements: Licensee acknowledges that the SFPUC is in the process of improving its streetlights on the SFPUC Poles by replacing approximately 18,500 high pressure sodium cobra-head style streetlight fixtures with ultra-efficient light-emitting diode fixtures that the SFPUC will remotely monitor and control. To accomplish the remote monitoring and control, the SFPUC must install either gateways or repeaters or both on SFPUC Poles. The SFPUC will use reasonable efforts to give Licensee at least 180 days' notice that the SFPUC intends to install gateways or repeaters or both on any SFPUC Pole used by Licensee, but in no event less than 30 days' notice.

(b) Gateways and Repeaters: Licensee agrees that to the extent that the SFPUC in its sole discretion determines that any SFPUC Pole subject to a Pole License must be used for gateways or repeaters or both, Licensee must remove its Equipment from the SFPUC Pole. In that case, the Pole License as to the affected SFPUC Pole will terminate automatically as of the last day of the month of removal. Notwithstanding the foregoing, SFPUC will use reasonable efforts to locate gateway and repeater equipment on a Pole that is not licensed to Licensee.

(c) Traffic and Pedestrian Signal Projects: Licensee acknowledges that the SFMTA is in the process of upgrading traffic and pedestrian signals and installing traffic monitoring systems along certain intersections. The SFMTA will use reasonable efforts to give Licensee at least 180 days' notice that the SFMTA of such projects as they apply to Pole Licenses, but in no event less than 30 days' notice.

(d) OCS Projects: Licensee acknowledges that the SFMTA is in the process of upgrading transit lines involving OCS guy wires. In connection with such work, the SFMTA may require a Licensee to temporarily remove its Equipment. The SFMTA will use reasonable efforts to give Licensee at least 180 days' notice, but in no event less than 30 days' notice, of the start date of any such work, and will promptly notify Licensee when the work is completed and Licensee can re-install its Equipment on the applicable SFMTA Pole. Upon Licensee's request, the SFMTA will consider alternative temporary space or other permanent space if available.

27.2.6 Future Use of Conduit.

(a) If the SFPUC needs conduit space for future upgrade and expansion of its streetlight system, the SFPUC may require Licensee's wiring to be removed from the conduit. The SFPUC will use reasonable efforts to give Licensee at least 90 days' notice that the wiring will be removed, but in no event less than 60 days' notice of the date by which its wiring must be removed

(b) Unless Licensee notifies the SFPUC within the time specified in the SFPUC's notice under Subsection (a) above that Licensee has identified an alternative to using SFPUC conduit to enable use its Equipment without using the SFPUC conduit, the Pole License as to the affected SFPUC Pole will terminate automatically as of the last day of the month specified in the notice.

27.3 Licensee's Rights after Termination.

Promptly after the effective date of any termination of any Pole License under **Subsection 27.1.3** (Interference caused by City Work) or **Section 27.2** (City's Termination Rights), City will refund the portion of any previously-paid License Fee attributable to the terminated portion of the License Year, subject to **Section 3.2.2** (Pole License Minimum Term). In addition, if Licensee wishes to replace the Pole Location, City will give priority to Licensee's

Pole License applications for an equal number of replacement City Poles, but the grant of priority will not affect Licensee's obligations under this Master License.

27.4 Special Remedies for Interference with Operations.

27.4.1 Licensee's Obligation Not to Cause Interference.

(a) Licensee will not operate or maintain its Equipment in a manner that interferes with or impairs other communication (radio, telephone, and other transmission or reception) or computer equipment lawfully used by any person, including City or any of its Agents. Such interference will be a default under this Master License by Licensee, and upon notice from City, Licensee shall be responsible for eliminating such interference promptly and at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference with or impairment of City operations.

(b) If Licensee does not cure the default promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, City will have the right to bring an action against Licensee to enjoin such interference or to terminate all Pole Licenses where the Equipment is causing interference or impairment, at City's election.

27.4.2 Impairment Caused by Change in City Use.

(a) If any change in the nature of City's use of the License Area during the Term results in measurable material adverse impairment to Licensee's normal operation of its Equipment making it necessary to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence of the claimed impairment. Upon receipt of such notice, City will have the right to make its own reasonable determination and, if it agrees with Licensee, investigate whether it can reasonably and economically mitigate that interference. City will provide notice to Licensee of City's determination.

(b) If City determines in its sole discretion that mitigation is feasible and can be achieved for a reasonable cost in City's reasonable judgment, the City's notice will specify when City will mitigate the adverse effect. If the City's mitigation will effect a cure, then City will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment.

(c) If City determines in its sole discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in City's reasonable judgment, Licensee may elect either to: (i) terminate the Pole License as to the affected City Pole and receive a ratable reduction in the License Fee; or (ii) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the City Pole, and receive from City a waiver of the License Fee for the first 6 months of the following License Year under the affected Pole License to offset the cost of mitigation.

(d) Licensee agrees that City's temporary and partial abatement or waiver of the License Fee under this Subsection will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise or be related to the adverse effects. Under no circumstances may City be required to alter its operations at the identified City Pole or provide a replacement City Pole to Licensee.

27.4.3 Impairment Caused by City Access. Licensee agrees that it will not be entitled to any abatement of License Fees if City exercises its rights of access under **Article 21** (City Access to License Area) unless City's activities cause Licensee to be unable to operate Equipment on the License Area for its permitted use for a period of

more than ten days, in which case, subject to proof, License Fees will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected City Pole.

27.5 Licensee's Protection Against Interference by Third Parties.

So long as Licensee is not in default hereunder, beyond the applicable notice and cure period, City shall not grant a license to a third party for use of a City Pole used by Licensee if such use would materially adversely interfere with Licensee's normal operation of its Equipment as a communications site. Any such future license granted to a third party that permits the installation of communication equipment or other equipment to a City Pole licensed to and occupied by Licensee shall be conditioned upon such potential (third party) licensee not causing measurable interference with Licensee's signal or materially impairing Licensee's ability to utilize the Pole as a communications site. The foregoing will not prevent City from requiring colocation on City Poles in locations where more than one licensee requests use of a City Pole, provided such colocation does not materially adversely interfere with Licensee's normal operation as set forth above.

28 Pole Reservation Process

28.1 General Requirements. Pole Licenses will be processed and issued on a first-come, first-served basis (based on the date when the carrier executes a Pole License and makes payment of all fees for the applicable Pole).

28.2 Batch Reservation Request Process. In addition to the process of licensing individual or multiple Poles on a first-come, first-served basis following the submission of a complete application, Licensee may, but is not required to, submit a Batch Reservation Request. A Batch Reservation Request is the only method by which licensees may reserve use of a City Pole. The City will not entertain reservation requests outside of this batch reservation process.

28.2.1 A Batch Reservation Request must contain between a minimum of five Poles and a maximum of 100 Poles. The Batch Reservation Request must identify each specific Pole and, if known from the public record, whether the Pole is an SFPUC Pole or SFMTA Pole. No applicant may reserve more than a total of 100 Poles at any given time. Batch Reservation Requests must be submitted to each City department that owns a Pole being requested. Batch minimums and maximums may be adjusted by the City.

28.2.2 City will accept Batch Reservation Requests on a semi-annual basis on February 1 and August 1. City reserves the right to amend or terminate the batch reservation program at any time; provided, any such termination will not terminate reservations that were previously made.

28.2.3 A Batch Reservation Fee will be required for each City Pole requested in the Batch Reservation Request with submission of the Batch Reservation Request.

28.2.4 City will review Batch Reservation Requests and notify Licensee within 60 days which of the Poles identified in the request City believes are suitable for a Pole License and have been reserved for use by Licensee, are unavailable for reservation, or are subject to a conflicting request as per **Section 28.5** (Conflicting Requests). Suitability for reservation may not guarantee suitability for licensing, which is subject to a full review following submission of a Pole License application.

28.3 No Shot Clock. A Batch Reservation Request is not an application for a Pole License and therefore is not subject to the shot clock time limits as a "final approval". It is merely a planning and reservation system allowing Licensee to hold a Pole for a future Pole License application.

28.4 Reservation Time Limit. Poles that are reserved for Licensee will remain reserved for a period of six months from City's notification that a Pole has been reserved.

Licensee will be required to submit a complete application for a Pole License for all reserved Poles within this six-month reservation period. Alternatively, Licensee may renew its reservation for a particular Pole with payment of an additional Batch Reservation Fee for a maximum number of two times, each for a period of six months, before entering into a Pole License. City will cancel the reservation for any Pole that is subject to a Batch Reservation Request if a Pole License is not finalized before the expiration of the reservation.

28.5 Conflicting Requests. In the event more than one Licensee submits a Batch Reservation Request seeking to reserve the same Pole or Poles, City may require the Licensees to co-locate on a City Pole; provided City and the Licensees determine that co-location is technically feasible. For any such co-location, the costs of any new City Pole installation will be equitably divided between Licensees, as approved by the City. Upon a City determination that co-location is required to satisfy multiple requests for a single City Pole, any Licensee can withdraw its application for the applicable Pole License if it does not wish to co-locate on a Pole. If co-location is determined to be infeasible, City will randomly select one of the Licensees to license the Pole and offer the other Licensee the use of nearby available City Poles.

28.6 List of Reserved Poles. City will provide Licensee with a list of all City Poles that are reserved pursuant to the Batch Reservation Request process. The list will not include the identity of the Licensees that have reserved the City Poles.

29 THREE-YEAR PLAN

Within 30 days of the Effective Date of this Master License, Licensee shall submit a three-year plan identifying Licensee's proposed Pole License locations over the next three years. City will use the three-year plans to manage expectations, identify early conflicts with reservation requests, and identify potential locations for shared City Poles. Licensee shall submit a revised three-year plan on January 15 on the third year after the Effective Date of this Master License and every three years thereafter.

30 POLE MAPPING

30.1 Pole Mapping Database. Upon mutual agreement of the parties, City may contract with a third party to develop a database to include all City Poles and to tag and bar code each Pole for data purposes (i.e., Pole owner, Pole age, foundations specs, load capacity, future equipment, GIS mapping information) ("**Pole Mapping Database**"). The Pole Mapping Database will facilitate the issuance of Pole Licenses by providing Licensee and City accurate and up-to-date information on each Pole. It will also enable City to process applications faster.

30.2 Pole Mapping Database Fee. City may elect to enter into a contract to develop a Pole Mapping Database. Following the mutual agreement of the parties, Licensee will pay the agreed upon one-time fee for any City contract for a Pole Mapping Database ("**Pole Mapping Database Fee**") to enable the City to develop the Pole Mapping Database. The Pole Mapping Database Fee shall be limited to Licensee's share, as such share is applied equitably amongst all beneficiaries of the Pole Mapping Database, of the City's costs for developing the Pole Mapping Database. All Pole Mapping Database Fees received by the City shall be used solely for the creation and maintenance of the Pole Mapping Database, and all information on the Pole Mapping Database shall be public information available to all licensees; provided, the Pole Mapping Database shall indicate which City Poles have been licensed but not the identity of, or any privileged information relative to, a licensee.

31 GENERAL PROVISIONS

31.1 Notices.

This Section applies to all notices, requests, responses to requests, and demands made under this Master License.

31.1.1 Writing Required. All notices will be effective only if given in writing and delivered in accordance with this Section.

31.1.2 Manner of Delivery. Unless otherwise indicated in this Master License, all written communications sent by the parties may be by U.S. mail, overnight delivery service, or e-mail, and shall be addressed to: (a) Licensee at Licensee's address set forth in the Basic License Information, or at any place where Licensee or any Agent of Licensee may be personally served if sent after Licensee has vacated, abandoned, or surrendered the License Area; (b) City at City's address set forth in the Basic License Information; or (c) any new notice address that either City or Licensee specifies by no less than ten days' notice given to the other in accordance with this Section. If email notification is used, the sender must specify a receipt notice. The parties will transmit copies of notices by email to the email addresses listed in the Basic License Information, but failure to do so will not affect the delivery date or validity of any notice properly delivered in accordance with this Section.

31.1.3 Notice of Default. Any notice of default, demand to cure or notice of termination must be sent by registered mail, certified mail, return receipt requested or other trackable overnight mail.

31.1.4 Effective Date of Notices. All notices under this Master License will be deemed to have been delivered: (a) the date delivery is made; or (b) the date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. The parties will transmit copies of notices by email to the email addresses listed in the Basic License Information, but failure to do so will not affect the delivery date or validity of any notice properly delivered in accordance with this Section.

31.2 No Implied Waiver.

No failure by either party to insist upon the strict performance of any obligation of the other under this Master License, otherwise enforce any term of this Master License or of any Pole License issued under it, or to exercise any right, power, or remedy arising out of any breach of this Master License or any Pole License, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by City or any of its Agents of full or partial payment of License Fees or Additional Fees during the continuance of any such breach will constitute a waiver of such breach or of the City's right to demand strict compliance with such term, covenant, or condition or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance. City's consent given in any instance under the terms of this Master License will not relieve Licensee of any obligation to secure City's consent in any other or future instance under the terms of this Master License.

31.3 Amendments.

No part of this Master License (including any part of any Pole Licenses) may be changed, waived, discharged, or amended, nor may any breach thereof be waived, altered, or modified, except by a written instrument signed by both parties.

31.4 Interpretation of Licenses.

The following rules of interpretation apply to this Master License.

31.4.1 General. Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms (e.g., the definition of "indemnify" applies to "indemnity," "indemnification," and other similar terms).

31.4.2 Multi-party Licensee. If there is more than one Licensee, the obligations and liabilities under this Master License imposed on each Licensee will be joint and several among them.

31.4.3 Captions. The captions preceding the articles and sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

31.4.4 Time for Performance. Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. “**Business day**” means a day other than a Saturday, Sunday, or a bank or City holiday. If the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day.

31.4.5 City Actions. All approvals, consents, or other determinations permitted or required by City under this Master License will be made by or through the General Manager of the Public Utilities Commission or the Director of Transportation, as applicable, or their respective designees, unless otherwise provided in this Master License or by the City Charter or any City ordinance.

31.4.6 Words of Inclusion. The use of the term “including,” “such as,” or words of similar import when following any general or specific term, statement, or matter may not be construed to limit the term, statement, or matter to the stated terms, statements, or matters, whether or not language of non-limitation, such as “including, but not limited to” and “including without limitation” are used. Rather, the stated term, statement, or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter.

31.4.7 Recitals. The Recitals to this Master License and all statements contained therein are incorporated into this agreement.

31.4.8 Laws. References to all Laws, including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date specified in the Basic License Information and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time while any obligations under this Master License or any Pole License are outstanding, whether or not foreseen or contemplated by the parties.

31.5 Successors and Assigns.

The terms, covenants, and conditions contained in this Master License bind and inure to the benefit of the City and Licensee and, except as otherwise provided herein, their successors and assigns.

31.6 Brokers.

Neither party has had any contact or dealings regarding the license of the License Area, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder’s fee in connection with the license contemplated herein (“**Broker**”), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. In the event that any Broker perfects a claim for a commission or finder’s fee based upon any such contact, dealings, or communication, Licensee shall indemnify City from all Claims brought by the Broker. This Section will survive expiration or earlier termination of this Master License.

31.7 Severability.

If any provision of this Master License or the application thereof to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Master License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Master License will be valid and be enforced to the full extent permitted by Law, except to the extent that enforcement of this Master License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Master License. This severability provision shall extend to any Pole License issued under this Master License.

31.8 Governing Law and Venue.

This Master License must be construed and enforced in accordance with the Laws of the State of California and the City Charter and applicable federal Law, without regard to the principles of conflicts of law. This Master License is made, entered, and will be performed in San Francisco. Any action concerning this Master License must be brought and heard in San Francisco, California.

31.9 Entire Agreement.

This Master License, including all exhibits and schedules, contains the entire agreement between the parties, and all prior written or oral agreements regarding the same subject matter are merged into this document. The parties further intend that this Master License, all Pole Licenses, and all exhibits and schedules will constitute one agreement that contains the complete and exclusive statement of its terms and that no extrinsic evidence (including prior drafts and revisions) may be introduced in any judicial, administrative, or other legal proceeding involving this Master License. Licensee hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to City Poles or this Master License except as expressly set forth herein, and no rights, easements, or additional licenses are or will be acquired by Licensee by implication or otherwise unless expressly set forth herein.

31.10 Time of Essence.

Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

31.11 Survival.

Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that expressly survives termination.

31.12 Recording.

Licensee agrees not to record this Master License, any Pole License, or any memorandum or short form of any of them in the Official Records of the City and County of San Francisco.

31.13 Counterparts.

This Master License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument. One or more of the parties may sign this Agreement using DocuSign.

31.14 Cooperative Drafting.

This Master License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters it addresses and was drafted through a cooperative effort of both parties, each of which has had an opportunity to have this Master License reviewed and revised by legal counsel. No party will be considered the drafter of this Master License, and no

presumption or rule (including that in Cal. Civil Code § 1654) that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Master License.

31.15 Authority to Approve Agreement.

Each person signing this Master License and any Pole License on behalf of Licensee warrants and represents that: (a) he or she has the full right, power, and capacity to act on behalf of Licensee and has the authority to bind Licensee to the performance of its obligations under those agreements without the subsequent approval or consent of any other person or entity; (b) Licensee is a duly authorized and existing entity; (c) Licensee is qualified to do business in California; and (d) Licensee has full right and authority to enter into this Master License and Pole Licenses. Upon City's request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the representations and warranties above.

31.16 Included Exhibits and Schedules.

The following exhibits and schedules are attached to and are incorporated by reference into this Master License.

EXHIBIT A – SFPUC Forms

- Exhibit A-1 – Form of Pole License
- Exhibit A-1C – Form of Conduit License
- Exhibit A-2 – Pole Location/License Area
- Exhibit A-2C – Conduit Location/License Area
- Exhibit A-3 – Sample License Fee Schedule
- Exhibit A-3C – Sample Conduit License Fee Schedule
- Exhibit A-4 – Sample SFPUC Installation Guidelines
- Exhibit A-5 – DAS Application and Checklist
- Exhibit A-5C – Conduit Checklist
- Exhibit A-5S – Service Connection Checklist
- Exhibit A-6 – Form of Acknowledgement Letter

Exhibit B – SFMTA Forms

- Exhibit B-1 – Form of Pole License
- Exhibit B-2 – Pole Locations/License Area
- Exhibit B-3 – Licensee's Plans and Specifications
- Exhibit B-4 – Sample License Fee Schedule
- Exhibit B-5 – Sample SFMTA Installation Guidelines
- Exhibit B-6 – Application Form

EXHIBIT C – Summary of All License Fees

SCHEDULE 1 – City Requirements

[Remainder of page intentionally left blank.]

City and Licensee have executed this Master License as of the date last written below.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and
through the SAN FRANCISCO PUBLIC
UTILITIES COMMISSION

By: _____
SFPUC General Manager

Date: _____

SFPUC Resolution No. _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and
through the MUNICIPAL TRANSPORTATION
AGENCY

By: _____
SFMTA Director

Date: _____

SFMTA Resolution No. _____

Approved by Board of Supervisors Resolution
No. _____


Approved As To Form:

David Chiu
City Attorney

By: _____
(Name)
Deputy City Attorney

LICENSEE:

Extenet Systems, LLC
a Delaware Limited Liability Company

By:  _____

Name: Haran Rashes
Its: Assistant General Counsel

EXHIBIT A
SFPUC FORMS

EXHIBIT A-1
FORM OF POLE LICENSE

Master License between [Licensee's name] and the City and County of San Francisco

SFPUC Pole No.
SFPUC Asset No.
SFPUC Application No.

In accordance with Section 2 of the Master License, Licensee submits to the SFPUC two partially executed counterparts of this form of Pole License and each of the following as its Pole License application:

the sum of \$ for the Administrative Fee; and

if not previously provided, the Noise and Radio Frequency Emissions Report.

Licensee acknowledges that: (a) this Pole License will not be effective until the SFPUC returns a fully executed copy to Licensee; (b) Licensee will not have the right to access or install Equipment on the License Area or conductors or fiber-optic lines in the conduit (if applicable) until after Licensee has: (i) submitted a complete Acknowledgement Letter to the SFPUC with all information and funds required; (ii) submitted insurance information to Exigis, the SFPUC's online risk management system; and (iii) the SFPUC has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgement Letter.

This Pole License is executed and effective as of the last date written below.

LICENSEE:

Extenet Systems, LLC
A Delaware Limited Liability Company

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and
through the SAN FRANCISCO PUBLIC
UTILITIES COMMISSION

By:

By:

SFPUC General Manager

Date:

Date:

EXHIBIT A-1C
FORM OF CONDUIT LICENSE

Master License between [Licensee's name] and the City and County of San Francisco

SFPUC Pole No.
SFPUC Asset No.
SFPUC Application No.

In accordance with Section 2 of the Master License, Licensee submits to the SFPUC two partially executed counterparts of this form of Conduit License and each of the following as its Conduit License application the sum of \$ for the Administrative Fee

Licensee acknowledges that: (a) this Conduit License will not be effective until the SFPUC returns a fully executed copy to Licensee; (b) Licensee will not have the right to access or install conductors or fiber-optic lines in the Licensed Conduit until after Licensee has: (i) submitted a complete Acknowledgement Letter to the SFPUC with all information and funds required; (ii) submitted insurance information to Exigis, the SFPUC's online risk management system; and (iii) the SFPUC has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgement Letter.

This Conduit License is executed and effective as of the last date written below.

LICENSEE:

Exenet Systems, LLC
A Delaware Limited Liability Company

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and
through the SAN FRANCISCO PUBLIC
UTILITIES COMMISSION

By:

By:

SFPUC General Manager

Date:

Date:

EXHIBIT A-2

**POLE LOCATION/LICENSE AREA
[To be updated with each Pole License.]**

Applicant Site ID	Address	Asset ID	Application #	Pole ID	Nearest POC

EXHIBIT A-2C

CONDUIT LOCATION/LICENSE AREA

[To be updated with each Pole or Conduit License.]

Applicant Site ID	Address	Asset ID	Application #	Pole ID	Nearest POC	Conduit Span (ft)

EXHIBIT A-3

SAMPLE POLE LICENSEE FEE SCHEDULE

[EXAMPLE ONLY - To be updated for each new Pole License]

LICENSE FEE SCHEDULE – SFPUC Steel Pole	
Annual License Fee per SFPUC Pole for 2022	\$270
2023	\$280.80
2024	\$292.03
2025	\$303.71
2026	\$315.86
2027	\$328.50
2028	\$341.64
2029	\$355.30
2030	\$369.51
2031	\$384.29
2032	\$399.67
2033	\$415.65
2034	\$432.28
2035	\$449.57

LICENSE FEE SCHEDULE – SFPUC Concrete Pole	
Annual License Fee per SFPUC Pole for 2022	\$360
2023	\$374.40
2024	\$389.38
2025	\$404.95
2026	\$421.15
2027	\$438.00
2028	\$455.51
2029	\$473.74
2030	\$492.68
2031	\$512.39
2032	\$532.89
2033	\$554.20
2034	\$576.37
2035	599.42

EXHIBIT A-3C

SAMPLE CONDUIT LICENSEE FEE SCHEDULE

[EXAMPLE ONLY - To be updated for each new Conduit License]

CONDUIT FEE SCHEDULE – SFPUC 2” UNDERGROUND CONDUIT	
Annual License Fee per SFPUC Conduit for 2022	\$500 for span < 6 feet \$1,000 for span 6-12 feet \$1,500 for span > 12 feet

CONDUIT FEE SCHEDULE – SFPUC			
Conduit Length	< 6 feet	6-12 feet	>12 feet
2022	\$500.00	\$1,000.00	\$1,500.00
2023	\$520.00	\$1,040.00	\$1,560.00
2024	\$540.80	\$1,081.60	\$1,622.40
2025	\$562.43	\$1,124.86	\$1,687.30
2026	\$584.93	\$1,169.86	\$1,754.79
2027	\$608.33	\$1,216.65	\$1,824.98
2028	\$632.66	\$1,265.32	\$1,897.98
2029	\$657.97	\$1,315.93	\$1,973.90
2030	\$684.28	\$1,368.57	\$2,052.85
2031	\$711.66	\$1,423.31	\$2,134.97
2032	\$740.12	\$1,480.24	\$2,220.37
2033	\$769.73	\$1,539.45	\$2,309.18
2034	\$800.52	\$1,601.03	\$2,401.55
2035	832.54	166.07	2497.61

EXHIBIT A-4

SFPUC INSTALLATION GUIDELINES [To be updated with each Pole License.]

In the event Licensee will obtain electric service from the SFPUC, Licensee may use the SFPUC's existing 1½ Inch galvanized rigid steel conduits, subject to the allowable conduit fill percentage under the NESC. Licensee shall pull a dedicated electrical wire through the SFPUC streetlight conduit from the PG&E streetlight service to the SFPUC pull box on each licensed SFPUC Pole without splicing. Licensee is not permitted to install or arrange for installment of external conduits on any SFPUC Poles.

Licensee shall install the correct fuses and fuse holders for the dedicated circuit used for Licensee's Equipment at the point of interconnection of the main service and the pull box that is closest to the licensed SFPUC Pole. Fuse and fuse holder specifications will be provided by the SFPUC's project manager.

Licensee shall be responsible for repairing any SFPUC conduits that Licensee or its Agents damage during installation of electrical facilities, including pulling of wires into streetlight conduits. If the SFPUC's crew makes repairs to remedy damage caused by Licensee or its Agents, the SFPUC will charge Licensee the full cost of those repairs by notice with evidence of the SFPUC's costs.

The SFPUC will inspect Licensee's service installations to ensure compliance with Approved Plans and Specifications. Licensee agrees to make any repairs or modifications to its service installations that are necessary to ensure compliance with the Approved Plans and Specifications.

Licensee shall provide the SFPUC Engineering Department with as-built drawings showing all circuits installed by Licensee in existing streetlight conduits promptly after installation is complete.

Licensee shall not: (a) connect or use any electrical equipment that exceeds the capacity of the electrical system available to service the SFPUC Pole; or (b) connect any apparatus, machine, or device through the electrical service except in the manner for which such service is designed or as otherwise approved by the SFPUC in the Approved Plans.

Licensee shall not open any SFPUC pull boxes unless a member of the SFPUC's streetlight maintenance crew is present. Licensee shall contact the SFPUC Engineering Department to complete the service connection and final splicing.

EXHIBIT A-5
DAS APPLICATION AND CHECKLIST

SFPUC Master Licensee	
Licensee Name:	Master License Approval Date:
Application Submittal Date:	Master License Expiration Date:
Pole License Application Number:	Street Light Pole Number:
FOR SFPUC USE ONLY	
Application Receipt Date:	SFPUC Asset ID Number:
Application Completion Date:	Check No.:

Applicant	Installation Contractor
Name:	Name:
Title:	Title:
Company:	Company:
Street Address:	Street Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email Address:	Email Address:
	Electrical Contractor's License No:
Proposed DAS Site Location	
Street Address of Proposed Pole:	
Cross Street:	Cross Street:
DAS Carrier Asset ID No.:	

DAS Application Submittal Checklist

The SFPUC will not review a DAS Street Light Pole License Application until the SFPUC has received technical materials in the checklist below, along with this application form. All application documents should be submitted at the same time. The required submittals should be posted electronically to ShareFile with an email notification to: DASProgram@sfgwater.org. Files should be named according to the following convention: PUC Application #, Street Name, PUC asset ID, Applicant site ID (A-123 Harrison 21 C12PO264 UM 560)



DAS FULL APPLICATION CHECKLIST: PUC POLES

I. SITE INFORMATION

SFPUC Application No:		Carrier Application No:	
SFPUC Pole No:		Carrier Site No:	
SFPUC Pole Asset ID:		Pole Address:	
Reviewer Name & Date:		Application Status (select):	(SELECT)

II. CHECKLIST ITEMS

Application package includes: 1) Approved Pre-Application, 2) Structural Report, 3) Construction Documents

STRUCTURAL REPORT

Correct SFPUC pole number.

Correct Carrier site number.

Prepared by a Registered Professional Engineer.

Pole model meets requirements:

<ul style="list-style-type: none"> Carrier's DAS equipment (2) 15-squarefeet banners Signage matches existing field condition 	<ul style="list-style-type: none"> Pole height matches existing field condition Am length matches existing field condition Am quantity matches existing field condition
----------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Wind speed is 85-mph (minimum).

Structural analysis indicates that pole, anchor bolts, baseplate and foundations pass test.

CONSTRUCTION DOCUMENTS

Correct SFPUC pole number, SFPUC asset ID, and SFPUC application number.

Correct Carrier site number.

SITE PLAN

Map of project site indicates location of:

<ul style="list-style-type: none"> Proposed pole Proposed conduit routes Existing streetlight pullbox(es) Proposed streetlight pullbox(es) 	<ul style="list-style-type: none"> Point of connection (POC) Sidewalks Roadways with street names Sidewalk furniture
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------

Indicates conduit route from POC to streetlight pole.

<input type="checkbox"/>	Conduit route does not exceed 3 pullboxes between POC (exclusive) and proposed DAS pullbox, and Conduit route does not exceed 300-feet from POC to proposed DAS pullbox.
<input type="checkbox"/>	Includes diagram of pole, which shows <u>existing</u> pole accessories and where <u>proposed</u> DAS equipment will be mounted to the pole. Diagram includes locations of: <ul style="list-style-type: none"> • Street signs • Antenna • Relay • Banners • Radio(s) • Mounting brackets
<input type="checkbox"/>	Pole diagram indicates that DAS equipment will be installed above 12.5-feet from finished grade of the sidewalk.
<input type="checkbox"/>	Includes installation plans/diagrams for all DAS equipment.
<input type="checkbox"/>	Pullbox sizes: <ul style="list-style-type: none"> • Uses Type 1, or N16, pullbox for 1-2 DAS connections. • Uses Type 3, or N36, pullbox for more than 2 DAS connections.
<input type="checkbox"/>	Foundation matches the approved design, located in the Structural Report.
MATERIAL SPECIFICATIONS	
<input type="checkbox"/>	Includes specifications and manufacturer's part numbers for all DAS equipment.
<input type="checkbox"/>	Streetlight pole and arm(s) matches existing design/style.
SCHEMATIC DIAGRAM	
<input type="checkbox"/>	Schematic diagram showing how the proposed DAS equipment will be connected to existing City infrastructure, including: <ul style="list-style-type: none"> • POC • Radio(s) • Electrical connections • Pullbox(es) • Relay • Ground connections • Antenna • Fiber splice box (if any)
FILL CALCULATIONS	
<input type="checkbox"/>	Indicates conduit is 1.5-inch (minimum) galvanized rigid steel (GRS).
<input type="checkbox"/>	Fill calculation results are less than 32% fill.

III. NOTES FOR SFPUC CONSTRUCTION & INSPECTION

Application will be denied if any items are not selected, unless otherwise noted.

EXHIBIT A-5C
CONDUIT CHECKLIST



DAS FULL APPLICATION (4G) CHECKLIST: MTA POLES

I. SITE INFORMATION			
SFPUC Application No:	<input type="text"/>	Carrier Application No:	<input type="text"/>
SFPUC Pole No:	<input type="text"/>	Carrier Site No:	<input type="text"/>
SFPUC Pole Asset ID:	<input type="text"/>	Pole Address:	<input type="text"/>
Reviewer Name & Date:	<input type="text"/>	Application Status (select):	(SELECT) <input type="text"/>

II. CHECKLIST ITEMS	
<input type="checkbox"/>	Construction Document package indicates correct SFPUC pole number, SFPUC asset ID, and SFPUC application number on.
<input type="checkbox"/>	Construction Document package includes correct Carrier site number.

POWERED MTA POLES (CONDUIT & SERVICE)	
<input type="checkbox"/>	Application package includes approved Pre-Application
<input type="checkbox"/>	Map of project site indicates location of: <ul style="list-style-type: none"> • Proposed pole • Proposed conduit routes • Existing streetlight pullbox(es) • Proposed streetlight pullbox(es) • Point of connection (POC) • Sidewalks • Roadways with street names • Sidewalk furniture
<input type="checkbox"/>	Indicates conduit route from POC to MTA pole.
<input type="checkbox"/>	Conduit route does not exceed 3 pullboxes between POC (exclusive) and proposed DAS pullbox, and Conduit route does not exceed 300-feet from POC to proposed DAS pullbox.
<input type="checkbox"/>	Includes diagram of pole, which shows <u>existing</u> pole accessories and where <u>proposed</u> DAS equipment will be mounted to the pole. Diagram includes locations of: <ul style="list-style-type: none"> • Street signs • Banners • Antenna • Radio(s) • Relay • Mounting brackets
<input type="checkbox"/>	Pole diagram shows that DAS equipment will be installed above 12.5-feet from finished grade of the sidewalk.
<input type="checkbox"/>	Includes installation plans and diagrams for all DAS equipment.
<input type="checkbox"/>	Includes specifications and manufacturer's part numbers for all DAS equipment.
<input type="checkbox"/>	Indicates conduit is 1.5-inch (minimum) galvanized rigid steel (GRS).
<input type="checkbox"/>	Pullbox sizes: <ul style="list-style-type: none"> • Uses Type 1, or N16, pullbox for 1-2 DAS connections. • Uses Type 3, or N36, pullbox for more than 2 DAS connections.

<input type="checkbox"/>	Schematic diagram showing how the proposed DAS equipment will be connected to existing City infrastructure, including: <ul style="list-style-type: none"> • POC • Pullbox(es) • Antenna • Radio(s) • Relay • Fiber splice box (if any) • Electrical connections • Ground connections
<input type="checkbox"/>	Fill calculation results are less than 32% fill.

UN-POWERED MTA POLES (SERVICE ONLY)	
<input type="checkbox"/>	Map of project site indicates location of: <ul style="list-style-type: none"> • Proposed pole • Proposed conduit routes • Existing streetlight pullbox(es) • Proposed streetlight pullbox(es) • Point of connection (POC) • Sidewalks • Roadways with street names • Sidewalk furniture
<input type="checkbox"/>	Includes proposed conduit route from POC to MTA pole.
<input type="checkbox"/>	Includes diagram of pole, which shows <u>existing</u> pole accessories and where <u>proposed</u> DAS equipment will be mounted to the pole. Diagram includes locations of: <ul style="list-style-type: none"> • Street signs • Banners • Antenna • Radio(s) • Relay • Mounting brackets
<input type="checkbox"/>	Pole diagram shows that DAS equipment will be installed above 12.5-feet from finished grade of the sidewalk.
<input type="checkbox"/>	Includes installation plans and diagrams for all DAS equipment.
<input type="checkbox"/>	Includes specifications and manufacturer's part numbers for all DAS equipment.
<input type="checkbox"/>	Schematic diagram showing how the proposed DAS equipment will be connected to existing City infrastructure, including: <ul style="list-style-type: none"> • POC • Pullbox(es) • Antenna • Radio(s) • Relay • Fiber splice box (if any) • Electrical connections • Ground connections

III. NOTES FOR SFPUC CONSTRUCTION & INSPECTION

Application will be denied if any items are not selected, unless otherwise noted.

**EXHIBIT A-5S
SERVICE CONNECTION CHECKLIST**



DAS SERVICE CONNECTION (4G) – Checklist

I. SITE INFORMATION			
SFPUC Application No:		Work Order No:	
SFPUC Pole No:		Carrier Application No:	
SFPUC Pole Asset ID:		Carrier Site No:	
SFPUC POC ID:		Pole Address:	
Reviewer Name & Date:		Application Status (select):	PASS / HOLD / DENIED
		Service Voltage (select):	120V / 240V

II. CHECKLIST ITEMS	
1	<input type="checkbox"/> Service connection package includes Carrier's as-built site plan.

SFMTA UNPOWERED POLE ONLY	
2	<input type="checkbox"/> DBI Green Tag is present behind the handhole door.
3	<input type="checkbox"/> Attach photograph of the DBI Green Tag to the Work Order.
STREETLIGHT POLE	
4	<input type="checkbox"/> Streetlight does not have SFMTA equipment (ie: traffic signals, pedestrian signals or flashing beacons).
5	<input type="checkbox"/> Streetlight pole shaft height is equal to or greater than 25-feet.
6	<input type="checkbox"/> Streetlight is constructed per plans (ie: pole style, pole height, arm length, number of arms, fixture wattage).
7	<input type="checkbox"/> Streetlight handhole is installed
8	<input type="checkbox"/> DAS equipment is installed between 12.5-feet and 19.5-foot from finished grade of the sidewalk.
9	<input type="checkbox"/> Street signage and banners have been transferred to the new pole.
10	<input type="checkbox"/> DAS equipment is not blocking street signage and banners.
11	<input type="checkbox"/> <u>For steel pole only:</u> If scope of work requires a new pole, verify a new pole is installed.
12	<input type="checkbox"/> <u>For concrete pole only:</u> New pole MUST be installed.
13	<input type="checkbox"/> Wires are not coiled inside pole.
PULLBOXES	
14	<input type="checkbox"/> POC pullbox location is per plans.

15	<input type="checkbox"/>	POC contains 4-foot coil of labeled, unterminated wire.
16	<input type="checkbox"/>	Pullboxes do not contain SFMTA equipment wires.
17	<input type="checkbox"/>	Pullboxes are built per Public Works Standard 87,201.
18	<input type="checkbox"/>	Pullbox sizes: <ul style="list-style-type: none"> • Uses Type 1, or N16, pullbox for 1-2 DAS connections • Uses Type 3, or N36, pullbox for 3 or more DAS connections
CONDUIT ROUTE & WIRING		
19	<input type="checkbox"/>	Conduit route is built per plans.
20	<input type="checkbox"/>	Conduit route does not exceed 3 pullboxes, between POC (exclusive) and DAS pullbox (inclusive).
21	<input type="checkbox"/>	Conduit route does not exceed 300-feet, between POC and DAS site.
22	<input type="checkbox"/>	Wires are not pulled pole to pole (transformer bases).
23	<input type="checkbox"/>	Conduits are 1.5-inch GRS.
24	<input type="checkbox"/>	SFPUC wires in conduit are THW #8 AWG.
25	<input type="checkbox"/>	Ground wires are bonded to ground rods or bond wires using approved hardware.
26	<input type="checkbox"/>	DAS wire are installed in Maxcell sleeving.
27	<input type="checkbox"/>	Number of DAS wires installed are per plans.
28	<input type="checkbox"/>	Conduit fill does not exceed 32%.
WORKMANSHIP		
29	<input type="checkbox"/>	Carrier's finished Streetlight pole is acceptable.
30	<input type="checkbox"/>	Carrier's finished POC and pullboxes are acceptable.
31	<input type="checkbox"/>	Carrier's finished wiring (THW wire, fiber cables, Maxcell sleeving) is acceptable.
32	<input type="checkbox"/>	Carrier's finished grounding and bonds are acceptable.
SERVICE CONNECTION		
33	<input type="checkbox"/>	Verify ground wires are bonded to ground rods or bond wires using approved hardware.
34	<input type="checkbox"/>	Verify streetlight pole is bonded.
35	<input type="checkbox"/>	Verify 40A main streetlight fuse.
36	<input type="checkbox"/>	Terminate 10A DAS equipment fuse.
37	<input type="checkbox"/>	Verify circuit voltage is present.

Site will not be connected if any items are not selected, unless otherwise noted.

III. NOTES

IV. MATERIALS ISSUED (select all items issued and list quantities)

	QUANTITY	ITEM DESCRIPTION	SFPUC PART NUMBER
<input type="checkbox"/>		HEX AA Fuse Holder	PE-10-0067
<input type="checkbox"/>		HEJ BB Fuse Holder	PE-10-1394
<input type="checkbox"/>		HEJ AA Fuse Holder	PE-10-1274
<input type="checkbox"/>		HEB AA Fuse Holder	PE-10-1334
<input type="checkbox"/>		Rubber Boot	PE-10-0076
<input type="checkbox"/>		(KS-22) #2 Kearney	PE-10-0120
<input type="checkbox"/>		(KS-20) #4 Kearney	PE-10-0118
<input type="checkbox"/>		(KS-17) #6 Kearney	PE-10-0117
<input type="checkbox"/>		(KS-15) #8 Kearney	PE-10-0116
<input type="checkbox"/>		#10 White Wire	PE-10-0337
<input type="checkbox"/>		#10 Black Wire	PE-10-0339
<input type="checkbox"/>		#10 Red Wire	PE-10-0338
<input type="checkbox"/>		#8 Black Wire	PE-10-0334
<input type="checkbox"/>		#8 Red Wire	PE-10-0335
<input type="checkbox"/>		10 Amp Fuse	PE-10-0080
<input type="checkbox"/>		40 Amp Fuse	PE-10-0082

EXHIBIT A-6
FORM OF ACKNOWLEDGEMENT LETTER
[Licensee to complete and submit]

[Date]
Power Enterprise, Distribution Engineering
525 Golden Gate Avenue, 7th Fl
San Francisco, California 94102
Attention: DAS Program Manager – Patty Polpattana

Re: Pole License No.

This letter will confirm that the Pole License Commencement Date of this Pole License is (Date), which is the date that the Pole License was fully executed.

This letter also confirms that Licensee has submitted all required insurance information to the SFPUC through Exigis. A check for the Security Deposit (if not already provided), the Service Connection Fee, and the License Fee for the first License Year of this Pole License is attached (or funds for the Security Deposit, the Service Connection Fees, and the License Fee for the first License Year of this Pole License have been wired to the SFPUC).

Please acknowledge the SFPUC's receipt of this letter and the items listed below and issue the SFPUC's approval for Licensee to begin installation of Equipment on the License Are by signing and returning a copy of this letter.

Very truly yours,

By:
Title:

Enc.

- Security Deposit (if not already provided)
- Service Connection Fee(s)
- License Fee for the first License Year of this Pole License

FORM OF ACKNOWLEDGEMENT LETTER
[SFPUC to complete and submit]

Date:

Re: Pole License No.

This countersigned copy of your Acknowledgement Letter serves as the SFPUC's notice to Licensee that the SFPUC has: (1) received the Service Connection Fee; (2) approved the requested Pole Location and the plans and specifications for installation of Equipment on the License Area; and (3) received satisfactory evidence of insurance, including contractors' insurance and bonds, through Exigis.

The SFPUC concurs with the Pole License Commencement Date for this Pole License as specified above. The Licensee Fee schedule and SFPUC Installation Guidelines for the Pole License are attached.

Licensee is authorized proceed with the installation of Equipment on the License Area identified in Exhibit A-1 to the Pole License in accordance with the Approved Plans and other requirements of the Master License.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through the
SAN FRANCISCO PUBLIC UTILITIES COMMISSION

By: SFPUC General Manager

Date:

EXHIBIT B
SFMTA FORMS

EXHIBIT B-1
FORM OF POLE LICENSE

Pole License No. _____

- A. In accordance with requirements of the Master License for Outdoor Distributed Antenna System Pole Installation between _____ (Licensee) and the San Francisco Municipal Transportation Agency (SFMTA), dated _____ (the "Master License"), and the SFMTA's Requirements for Installing Distributed Antenna System Facilities on Support Poles; _____ (Licensee's "Executive Directive II") dated _____, which both are incorporated by reference as if fully set out here, and subject to the Additional Conditions, if any, stated in Part C, below, the SFMTA grants to Licensee pursuant to this Pole License Agreement (the "Pole License") permission to install its Equipment at the Poles listed below in Part B, which are also identified in the attached final plans and specifications for each approved location.
- B. Approved Pole Installation Location(s): Adjacent to _____ (address)
_____ (carrier node # and/or accounting #)
- C. Additional Conditions:
1. The San Francisco Department of Public Health ("DPH") approved the radio frequency emissions report and noise evaluation study for this Pole License on _____ (date) in accordance with Licensee's Executive Directive II.
 2. The San Francisco Planning Department ("Planning") issued a CEQA Categorical Exemption Determination on _____ (date) and posted it publicly on _____ (date if different) for those sites referenced in Licensee's Executive Directive II.
 3. This Pole License
 - a. does not involve excavation;
 - b. does involve excavation, and consequently, Licensee shall comply with the terms and conditions included in Archeological Measure I (Appendix C, Attachment "1" to Licensee's Executive Directive II)
 4. This Pole License is granted subject to the following provisions governing the terms and conditions of Pole and foundation replacement, if Pole replacement is needed.
 - a. Licensee shall obtain an excavation permit from Public Works.
 - b. Following review of the Pole Location, SFMTA has determined that the replacement Pole will be Type _____, with the commensurate foundation prescribed in CL-7971 rev. 4. Licensee shall procure this type of replacement Pole and all materials from a vendor approved by the SFMTA (Ameron or Valmont).
 - c. Licensee and/or Licensee's Contractor will perform all work to install the new Pole, foundation, conduit, or any other work that affects the foundation or base plate of a SFMTA Pole. Licensee and Licensee's Contractor(s) shall coordinate and schedule supervision by SFMTA Overhead Lines staff whenever Licensee is performing the work described above. Licensee and Licensee's Contractor(s) shall not perform any work at a Pole Location that involves opening a Pole or destroying any paved or masonry surface without a representative of the SFMTA at the Pole Location. Pole replacement will only be scheduled following approval of this Pole License.

- d. All installation of conduit and wiring must be: (1) performed by a contractor appropriately licensed by the State of California; (2) meet NEC and San Francisco building code requirements.
 - e. All wiring and conduit installation shall be installed according to the attached plans and specifications.
 - f. It is the responsibility of the Licensee to schedule Pole replacement with SFMTA staff, following approval of all required permits. No work is allowed during the SFMTA Holiday Moratorium, as that term is defined below.
 - g. SFMTA Overhead Lines staff will invoice licensee for all labor and costs associated the Pole replacement work. Licensee shall pay all such invoices as determined by such Overhead Lines staff.
5. Licensee shall provide photographs of the Equipment and Pole after installation.

D. Licensee and SFMTA acknowledge that: (1) this Pole License authorizes Licensee to install its Equipment on the Approved Pole Locations, subject to the conditions herein, and supplements the Pole License Application attached as Appendix B to the Master License; (2) this Pole License will not be effective until the SFMTA returns a fully executed copy of this Pole License to Licensee; and (3) Licensee will not have the right to access or install Equipment on the Premises until Licensee has: (a) paid Rent as required under the Master License; (b) submitted all insurance certificates and broker endorsements as required by the Master License to SFMTA; and (c) obtained all approvals and permits, as applicable.

All initially capitalized terms in this Pole License shall have the meaning given to them in the Master License unless such terms are otherwise defined herein. This Pole License is executed and effective as of the last date written below and, upon execution will be the SFMTA's authorization to proceed, however no work is authorized during the SFMTA Holiday Moratorium, as that term is defined in SFMTA's Regulations for Working in San Francisco Streets, as amended from time to time.

Notifications regarding this Pole License shall be sent to:

SFMTA

Attn: Evan Chan, Strategic Real Estate

1 South Van Ness Avenue, 8th Floor

San Francisco, CA 94103

This Pole License shall commence on the date executed by SFMTA's Director of Transportation.

[Remainder of page intentionally left blank.]

APPROVED:

<p>CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY</p> <p>_____</p> <p>(NAME) Director of Transportation</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>David Chiu City Attorney</p> <p>_____</p> <p>(NAME) Deputy City Attorney</p>	<p>LICENSEE, Extenet Systems, LLC A Delaware Limited Liability Company</p> <p>By: _____</p> <p>Its: Name:</p> <p>Date: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT B-2

POLE LOCATIONS/APPLICATION AREA

[Licensee to complete and submit with Pole License application.]

Date: _____

From: _____

To: SFMTA – REAL ESTATE (ATTN: Evan Chan)

Re: ODAS Weekly Submittal Data Sheet

On the above-referenced date, my intended submissions include the below files:

	ODAS# (if available)	Applicant's ID#	Address	Latitude	Longitude	Replacement? Y/N Planning's Case #		Ancillary facilities requiring excavation (utility boxes and or underground conduit)	Nonstandard Pole? y/n
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Sincerely,

Applicant/Agent

EXHIBIT B-3

LICENSEE'S PLANS AND SPECIFICATIONS

Pole License No. ____

[Licensee to attach plans and specifications for all Equipment, including required and permitted signage, to this cover sheet and submit with Pole License application.]

EXHIBIT B-4

SAMPLE LICENSEE FEE SCHEDULE

Pole License _____

[EXAMPLE ONLY - To be updated for each new Pole License]

LICENSE FEE SCHEDULE FOR SFMTA POLES LICENSED UNDER THIS MASTER LICENSE AGREEMENT	
Annual License Fee per SFMTA Pole for 2022	\$813.00
2023	\$845.52
2024	\$879.34
2025	\$914.51
2026	\$951.10
2027	\$989.14
2028	\$1,028.70
2029	\$1,069.85
2030	\$1,112.65
2031	\$1,157.15
2032	\$1,203.44
2033	\$1,251.58
2034	\$1,301.64
2035	1353.71

EXHIBIT B-5

SAMPLE SFMTA INSTALLATION GUIDELINES

[To be updated with each Pole License.]

In the event Licensee will obtain electric service from the SFPUC, Licensee may use the SFPUC's existing 1½ inch galvanized rigid steel conduits, subject to the allowable conduit fill percentage under the NESC. Licensee shall pull a dedicated electrical wire through City streetlight conduit from the PG&E streetlight service to City pull box on each licensed City Pole without splicing. Licensee is not permitted to install or arrange for installment of external conduits on any City Poles.

Licensee shall install the correct fuses and fuse holders for the dedicated circuit used for Licensee's Equipment at the point of interconnection of the main service and the pull box that is closest to the licensed City Pole, unless if such pull box contains SFMTA signal wires. Fuse and fuse holder specifications will be provided by City's project manager.

Licensee shall be responsible for repairing any City conduits that Licensee or its Agents damage during installation of electrical facilities, including pulling of wires into streetlight conduits. If City's crew makes repairs to remedy damage caused by Licensee or its Agents, City will charge Licensee the full cost of those repairs by notice with evidence of City's costs.

The SFPUC will inspect Licensee's service installations to ensure compliance with Approved Plans and Specifications. Licensee agrees to make any repairs or modifications to its service installations that are necessary to ensure compliance with the Approved Plans and Specifications.

Licensee shall provide the SFPUC's Engineering Department with as-built drawings showing all circuits installed by Licensee in existing streetlight conduits promptly after installation is complete.

Licensee shall not: (a) connect or use any electrical equipment that exceeds the capacity of the electrical system available to service City Pole; or (b) connect any apparatus, machine, or device through the electrical service except in the manner for which such service is designed or as otherwise approved by City in the Approved Plans.

Licensee shall not open any City pull boxes unless a member of City's streetlight maintenance crew is present. Licensee shall contact the SFPUC's Engineering Department to complete the service connection and final spicing.

Nothing within these installation guidelines shall be construed to allow Licensee to install wiring into SFMTA's signal pull boxes or conduits. Licensee is strictly prohibited from utilizing SFMTA's signal pull boxes and conduits, or traction power manholes and duct banks.

For any installation in which a Pole and foundation is not being replaced, the existing Pole foundation shall not be chipped or damaged or penetrated by any new conduits, or be damaged or disturbed in any way that would compromise the foundation's structural integrity and capacity. If an existing Pole is found to be a direct burial and does not have a concrete foundation then the contractor shall stop all work and the Pole shall not be used for the purpose of supporting any antenna hardware.

For installations in which a Pole is being replaced, a foundation consistent with drawing CL-7971 rev. 4 shall be constructed. Note that CL-7971 is a drawing subject to regular revision. If revised during the term of this agreement, the latest revision shall be operative.

[attach actual CL-7971 rev. 4]

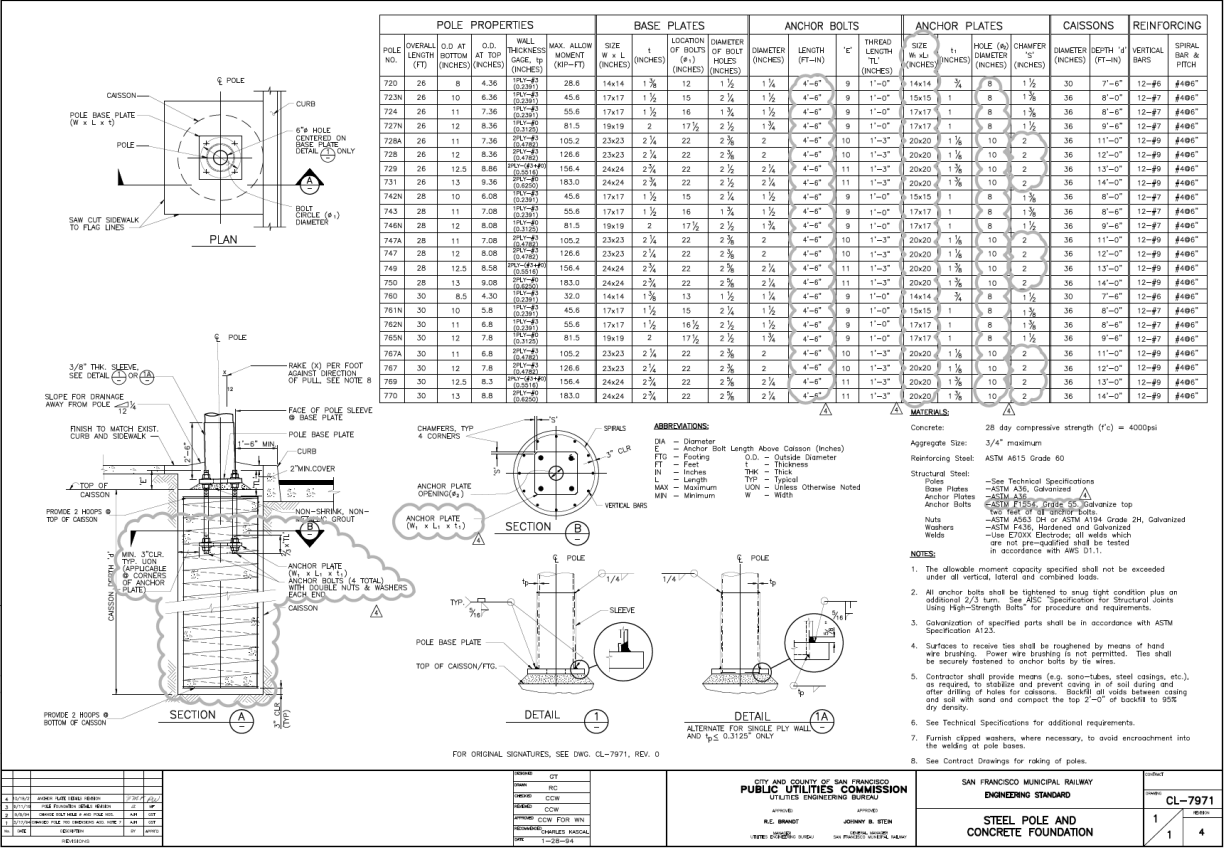


Exhibit B-5

EXHIBIT B-6

APPLICATION FORM

[Licensee to complete and submit.]

Pole License Application Form

For Applications Submitted During Executive Directive II

APPLICANT & SITE INFORMATION		DOCUMENT CHECKLIST	
Licensee:		<input type="checkbox"/>	Two Photo-simulations
Name:		<input type="checkbox"/>	Structural Analysis Report
Email:		<input type="checkbox"/>	Construction Drawing
Pole Address:		<input type="checkbox"/>	Conduit Proofing Photos, Route
Applicant's		<input type="checkbox"/>	Photos: Hand Hole
Latitude:	(at least 5 digits after decimal)	<input type="checkbox"/>	Photos: Existing Pole Type or Diameter & Height
Longitude:	(at least 5 digits after decimal)	<input type="checkbox"/>	PUC Approval
Replacement:	<input type="checkbox"/> Yes <input type="checkbox"/> No (Ameron, Valmont poles)	<input type="checkbox"/>	Radiofrequency & Noise Study
Description:		<input type="checkbox"/>	Application and Review Fees*
		<input type="checkbox"/>	Cat Ex/Highlighted Exhibit B node in ED II
		<input type="checkbox"/>	PDFs and KMZ file on USB
FOR SFMTA OFFICE USE ONLY			
Pole License Application Number:			
Date Complete Application Received:			

*\$2,000.00 Application Fee

DETAILED CHECKLIST (if not applicable, do not mark Y or N)			
Y	N	MTA use	MTA General Comments/Guidelines Checklist (all applications including modifications)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>1. Is it NOT a pole type deemed Categorically Unlicensable?</p> <p>(Traffic Signal Poles, Pedestrian Signal Poles, Feeder Poles, Feeder Spans, Equalizer Spans, Poles that have more than 3 guy wires, Some Decorative poles)</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>2. Photosimulations updated – does the “existing” reflect truly is what exists?</p>
			<p>3. Photographs of Pole – do my photographs include the pole type (“765N”) etched into the pole, or if no such etching, a diameter measurement photo and a description of the height</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>4. POLE AND FOUNDATION REFERENCES:</p> <p>a. Are all pole references indicating “SFMTA Muni Anchor Pole” (if no light at the top) or “SFMTA Muni Anchor Streetlight Pole” (if light)?</p> <p>b. Are pole types indicated (“Type 765N” for example) clearly in the project description portion of the drawing and at the front of the structural analysis report?</p> <p>c. Does the drawing include foundation sheet CL-7971 rev. 4, and are references to it correctly referencing rev. 4 (not rev. 2, 3, or “latest version”)</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>5. PROJECT DESCRIPTION NOTES (FOR POLES NOT BEING REPLACED): Does drawing contain</p> <p>a. “The existing pole foundation shall not be damaged or disturbed in any way that would compromise the foundation’s structural integrity and capacity;”</p> <p>b. “Existing foundation shall not be chipped or damaged and shall not be penetrated by any new conduits;”</p> <p>c. “If an existing pole is found to be a direct burial and does not have a concrete foundation then the contractor shall stop all work and the following pole shall not be used for the purpose of supporting any antenna hardware?”</p>

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. EXISTING HAND HOLE REFLECTED IN DRAWING (FOR POLES NOT BEING REPLACED): Is existing hand hole indicated in the elevation drawing?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. CONDUIT ROUTE, DETAILING SIDEWALK FURNITURE: Do the drawings indicate the conduit route for all related power and communications cables, including all pull boxes and street furniture in the vicinity of the proposed route?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. CONDUIT PROOFING: Does the application include photographs of all electrical pull boxes carrier plans to place wiring into as follows: <ul style="list-style-type: none"> a. At least 1 photo of the pull box closed and at least 8 feet away so that it can be identified with context, b. At least 1 photo of the pull box opened depicting the wires within c. Where there are multiple pull boxes being utilized, label such pics to reflect which ones they are on the drawings.
Adherence to Executive Directive and Objective Standards (new applications or 5G adds)			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Is pole on Executive Directive II's Exhibit B?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Is pole NOT in historic/conservation district or fronting a historic/conservation parcel? If YES (it is in historic/conservation district or fronting historic/conservation parcel, check the below applicable clearance: <ul style="list-style-type: none"> <input type="checkbox"/> Applicable MPTA/ACOA is on Executive Directive II's Exhibit E <input type="checkbox"/> MPTA/ACOA from Department of City Planning is submitted with this application, or <input type="checkbox"/> Pole fronts a standalone Category V property and does not require an MPTA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Is Pole NOT in front of city park or open space?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Is the pole at least 6' away from a residential window (horizontally)?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Is the 4G antenna shroud a maximum of 48" L x 16" Diameter?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Is the 5G hexagonal shroud a maximum of 24" L x 25.5" Diameter (noting radio/antenna bulb out portion may be 28" Diameter)?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Antenna Volume: Is each antenna less than 6 cu. ft.?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Are there four or less antennas proposed for the pole?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Ancillary Equipment Dimensions: Do the dimensions adhere to the below? a. Multiple Pieces: If there will be multiple pieces of ancillary equipment, no single piece of ancillary equipment shall exceed either 36" x 16" x 9" (length, width, depth) (spaced as close as possible); b. Single Shroud: Ancillary equipment may be placed within a single shroud provided the single shroud would not interfere with existing pole attachments such as street name signs, stop signs, banners, etc. or the maintenance of same--The single shroud shall not exceed 66" L x 14" W x 10" D.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Total Ancillary Volume: Is the collective volume of all ancillary equipment less than 28 cu. ft.?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Is 5G equipment at a height of 26' or higher?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Is space between 18' and 26' clear?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Are side-mounted equipment between 12' and 18'?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Are all wireless equipment a minimum of 12" from existing wires?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Is 4G antenna cone-shaped cylinder?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Is 5G antenna a hexagonal prism?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Does the proposed color of all equipment (shrouds and skirts) match existing pole color?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Is there one identification plate with a maximum dimension of 7.5" L x by 6"W (to specify facility owner's name and contact information) attached directly to pole?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Is replacement pole comparable to existing pole design? (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. City Parks/Open Spaces: Is each antenna less than 2.5 cu. ft.? (if applicable)

If ANY of the above answers is No, explain why:

Name: _____

Signature: _____

Date: _____

EXHIBIT C

SUMMARY OF ALL LICENSE FEES

(2022 rates; subject to annual escalation as per **Section 4.3**)

Fee	Fee Amount	Payable To
Annual License Fee (§ 4.2.1)	SFPUC Steel Pole: \$270 SFPUC Concrete Pole: \$360 SFMTA All Poles: \$813	SFPUC or SFMTA
Master License Application Fee (§ 4.66)	\$7,500	OEWD
Pole License Administrative Fee (§ 4.7)	\$2,000	SFPUC or SFMTA
Pole Modification Application Fee (§ 6.7.2)	\$1,500	SFPUC or SFMTA
Batch Reservation Fee (§ 28.2.3)	\$300	SFPUC or SFMTA
Renewal Fee (§ 3.3)	\$200	SFPUC or SFMTA
Service Connection Fee (§ 12.2.3)	\$2,500	SFPUC
Conduit License Fee (§ 12.1.2)	\$500 for span < 6 feet \$1,000 for span 6-12 feet \$1,500 for span > 12 feet	SFPUC
Foundation Inspection Fee	\$1,000	SFPUC
Site Visit Request Fee	\$1,000	SFPUC
Service Utility Upgrade Fee (if necessary)	[TBD]	SFPUC
Overhead Lines Modification	SFMTA Overhead Lines Invoice	SFMTA

SCHEDULE 1

CITY REQUIREMENTS

[To be updated with each Master License.]

1. Wages and Working Conditions.

With respect to Licensee's installation any Equipment on or any alterations of a City Pole that constitutes construction work on City Property, including the License Area and any City rights-of-way, any employee performing installation services for Licensee must be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, be subject to the same hours and working conditions, and receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Licensee shall include in any contract for such work a requirement that all persons performing labor under such contract be paid not less than the highest prevailing rate of wages for the labor so performed. Licensee shall require any contractor to provide, and deliver to the City upon request, certified payroll reports with respect to all persons performing installation of Equipment and any alterations to the License Area.

2. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. Licensee shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Licensee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Licensee is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

(b) ADA Compliance. Licensee further acknowledges that the Americans with Disabilities Act requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Subject to **Section 13.1** (Compliance with Laws) of the Master License, Licensee acknowledges its obligation to comply with such Act and any other federal, state, or local disability rights legislation.

(c) Non-Discrimination in Benefits. San Francisco Administrative Code 12B.2. Licensee does not as of the date of this Master License, and will not during the term of this Master License, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2

3. Requiring Health Benefits for Covered Employees.

If Administrative Code Chapter 12Q applies to this Master License, Licensee shall comply with the requirements of Chapter 12Q. For each Covered Employee, Licensee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Licensee is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Licensee shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

4. MacBride Principles - Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Master License. By signing this Master License, Licensee confirms that Licensee has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

5. Tropical Hardwood and Virgin Redwood Ban.

Pursuant to San Francisco Environment Code Section 804(b), the City urges Licensee not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly provided by the application of Sections 802(b) and 803(b) of the San Francisco Environmental Code.

6. Preservative-Treated Wood Containing Arsenic.

Licensee shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Licensee purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

7. Conflicts of Interest.

By executing this Master License, Licensee certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Master License.

8. Limitations on Contributions.

By executing this Master License, Licensee acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Licensee's board of directors; Licensee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Licensee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Licensee. Licensee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

9. Sunshine Ordinance.

Licensee acknowledges that this Master License and all records related to its formation, are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

10. Consideration of Criminal History in Hiring and Employment Decisions.

(a) Licensee agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Master License as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Licensee is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Licensee's or its Subcontractor's operations to the extent those operations are in furtherance of the performance of this Master License, shall apply only to applicants and employees who would be or are performing work in furtherance of this Master License, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

11. Local Hire.

Licensee's construction activities are subject to the San Francisco Local Hiring Policy for Construction ("Local Hire Policy") (San Francisco Administrative Code Section 6.22(G)) unless the activities are undertaken and contracted for by Licensee and are estimated to cost less than \$750,000 per building permit; are in connection with the set-up, execution and strike of special events of 4 or more consecutive or non-consecutive days costing in excess of \$400,000; or meet any of the other exemptions in San Francisco Administrative Code Section 6.22(G). Accordingly, Licensee, as a condition of this License, agrees that, unless subject to an exemption or conditional waiver, Licensee shall comply with the obligations in San Francisco Administrative Code Section 6.22(G), and shall require Licensee's sublicensees to comply with those obligations to the extent applicable. Before starting any work subject to this Section, Licensee shall contact the City's Office of Economic Workforce and Development ("OEWD") to verify the Local Hire Policy requirements that apply to that work and shall comply with all such requirements. Licensee's failure to comply with the obligations in this subsection shall constitute a material breach of this License and may subject Licensee and its sublicensees to the consequences of noncompliance specified in the Local Hire Policy, including but not limited to penalties.

(a) For each contractor and subcontractor performing improvements in amounts exceeding the threshold amount above for a Covered Project, Licensee and its sublicensees shall comply with the applicable mandatory participation levels for Project Work Hours performed by Local Residents, Disadvantaged Workers, and Apprentices set forth in Administrative Code Section 6.22(G)(4).

(b) For Covered Projects estimated to cost more than \$1,000,000, prior to commencement of any work subject to the Local Hire Policy, Licensee and its sublicensees shall prepare and submit to the City and OEWD for approval a local hiring plan for the project in accordance with Administrative Code §6.22(G)(6)(a).

(c) Licensee and its sublicensees shall comply with applicable recordkeeping and reporting requirements and shall cooperate in City inspections and audits for compliance with the Local Hire Policy, including allowing access to employees of its contractors and subcontractors and other witnesses at the License Area.

(d) Licensee agrees that (i) Licensee shall comply with all applicable requirements of the Local Hire Policy; (ii) the provisions of the Local Hire Policy are reasonable and achievable by Licensee and its sublicensees; and (iii) Licensee and its sublicensees have had a full and fair opportunity to review and understand the terms of the Local Hire Policy.