STANDARD POLE ATTACHMENT

AND WIRELESS INSTALLATION LICENSE AGREEMENT

BETWEEN

NEW BRAUNFELS UTILITIES

AND

_____

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STANDARD POLE ATTACHMENT AND WIRELESS
INSTALLATION LICENSE AGREEMENT

This Standard Pole Attachment and Wireless Installation License Agreement (the "Agreement") is made and entered into on the _____ **day of** _____ **2025** (the "Effective Date"), by and between the New Braunfels Utilities, a Texas municipally owned utility ("NBU") and _____, a _____ ("Licensee") (collectively, the "Parties").

RECITALS

A. As set forth below, Licensee is: (1) the holder of either a Public Utility Commission of Texas ("PUC")-issued certificate of authority ("COA") or service provider certificate of authority ("SPCOA"); (2) the holder of a PUC-issued certificate of franchise authority; (3) a Network Provider, as defined in Chapter 284, Local Government Code; (4) a non-certificated provider of Communications Services; or (5) a Private Network owner and operator providing Private Network Services.

B. Licensee agrees to install and maintain Attachments and associated Communications Facilities or Network Nodes on or supported by NBU's Eligible Poles for the provision of lawful Communications Services.

C. Pursuant to the terms of the Contractual Authorities, NBU may issue one or more Permits authorizing the placement, installation, operation, or use of Licensee's Attachments or Network Nodes in specified locations, including, depending on the nature of the installation: (1) on Utility Poles within the Communications Space or pole-top space, where permissible and free from safety, reliability, or generally-applicable engineering concerns; and (2) on Non-Decorative Streetlight Poles.

D. All of Licensee's Attachments or Network Nodes shall be installed and maintained pursuant to the reasonable and nondiscriminatory procedures and regulations set out in NBU's Pole Attachment and Wireless Installation Standards, as amended from time to time, which are incorporated herein by reference as if fully set forth in this Agreement.

E. NBU supports the rapid deployment of competitive broadband and wireless networks within its service area pursuant to prudent pole attachment terms and conditions that will not (1) compromise the safety and reliability of NBU's electric distribution system; (2) detrimentally affect NBU's ability to deliver exceptional customer service; or (3) unreasonably interfere with the functionality of third-party communications networks that share NBU's Eligible Poles. This Agreement shall be interpreted consistently with these principles on a nondiscriminatory basis consistent with applicable law.

F. With this Agreement, NBU departs from the traditional Make-Ready Work process by authorizing Licensee to prepare Make-Ready Communications design documents and to manage Make-Ready Communications Construction in the communications space of NBU Eligible Poles at Licensee's option, subject to NBU's review and approval of engineering design documents and field inspections of construction operations.

G. NBU is willing, when it lawfully may do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments or Network Nodes on NBU's Eligible Poles, provided that NBU may refuse, on a non-discriminatory basis, to issue a Permit

where there is insufficient Capacity or for reasons relating to safety, reliability, or any failure to comply with Applicable Engineering Standards in accordance with the terms and conditions of the Standards and consistent with the duties outlined in this Agreement, except to the extent applicable federal, state, or local law imposes additional or different requirements.

H. This Agreement has an initial term commencing as of the Effective Date and concluding _____, 202_, and will automatically renew for successive one-year terms unless or until it is terminated by either Party pursuant to the terms hereof. Any Attachments or Network Nodes, whether previously authorized or not, are subject to the terms and conditions of the Standards, and those that are not timely removed may be removed by NBU at Licensee's expense.

In consideration of the foregoing recitals and of the mutual covenants, terms and conditions, and remunerations herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1. For the purposes of this Agreement, capitalized terms not listed in this Section shall have the meaning given them in the Standards.

1.2. The following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a section of this Agreement or in the NBU Standards.

1.2.1. Affiliate means, when used in relation to Licensee, another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.

1.2.2. Applicable Engineering Standards means all applicable engineering and/or safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around NBU's Facilities and includes NBU's clearance standards, the National Electrical Safety Code (NESC), the National Electrical Code (NEC), the Texas Health & Safety Code, Chapter 752 (Vernon 1992) and any subsequent amendments which relate to the maintenance of proper clearances and related safety issues, the regulations of the Occupational Safety and Health Act (OSHA), applicable regulations of the Federal Communications Commission (FCC), the Environmental Protection Agency (EPA), lawful requirements of Public Authorities, and/or other requirements of NBU that are non-discriminatory to each Licensee as compared to all other similarly situated Attaching Entities or Network Providers and the types of facilities they employ.

1.2.3. Application means a complete Application for a Permit submitted by a Licensee to NBU for the purpose of requesting consent to install a new Attachment, Overlashing, or Network Node onto or supported by one or more NBU Eligible Poles. For new Attachments and/or Overlashings, the maximum number of Utility Poles to be considered on a single Application is twenty (20) Utility Poles. For Network Nodes to be installed onto NBU

Eligible Poles, a single Application may include up to a maximum of five (5) Network Node locations, together with the applicable Eligible Poles, provided that the Network Nodes are of similar design at each of the locations within the identified boundaries of a Wireless Project Area and consist of Pre-Certified Equipment. Mid-Span Installations do not require Applications, but a Notification of Mid-Span Installations instead.

1.2.4. Attaching Entity means any eligible public or private entity that places an Attachment on a Utility Pole or a Network Node on or supported by an Eligible Pole in accordance with NBU's applicable requirements, including the execution of a *Standard Pole Attachment and Wireless Installation Agreement*, and the Standards, to provide Communications Services or Communications Facilities, including backhaul services via Transport Facilities.

1.2.5. Attachment means (a) each aerial cable in usable space together with its associated messenger cable, guy wire, anchors, and associated hardware, and each amplifier, repeater, receiver, appliance or other device or piece of equipment, whether comprised of steel, aluminum, copper, coaxial, optical fiber, or other media or material utilized to provide Communications Services; and (b) any hardware or equipment identified as (i) a Communications Facility affixed to an NBU Utility Pole utilizing one foot or less of Communication Space, regardless of the means of physical attachment to the Utility Pole; or (ii) a Mid-Span Installation utilizing the same one foot of Communication Space as the Messenger cable to which it is attached. This definition shall not apply to communications wires or facilities installed by the City or NBU.

1.2.6. Attachment Rate means the annual rate for one foot of usable Utility Pole space as determined by NBU consistently with Section 54.204(c), Texas Utilities Code, or other applicable law.

1.2.7. Communications Facility means a wire or cable facility including, but not limited to, a fiber optic, copper, or coaxial cable or wire utilized by a Licensee to provide Communications Services, and any and all associated equipment. A Communications Facility also includes a Messenger or other material, appurtenance, or apparatus of any sort necessary or desirable for use in the provision of a Licensee's Communications Services. A Communication Facility shall not include Wireless Equipment.

1.2.8. Communications Space means the portion of a Utility Pole's usable space designated for the installation of Communications Facilities, the top of which is forty (40) inches below NBU's Neutral or lowest electrical supply conductor.

1.2.9. Contractual Authorities means the terms and conditions of this Agreement, together with the Standards, which are incorporated herein by reference as if fully set forth, as they may be amended from time to time.

1.2.10. Eligible Pole means a Utility Pole or a Non-Decorative Streetlight Pole.

1.2.11. Licensee's Facilities means the Attachments, Communications Facilities, or Network Nodes installed, owned, leased, licensed, used, or operated by Licensee.

1.2.12. Micro Network Node means a Network Node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

1.2.13. Mid-span Installation means a Micro Network Node attached to a messenger cable suspended between two Utility Poles and attached in the Communication Space.

1.2.14. Network Node means equipment at a fixed location that enables the provision of wireless communications between user equipment and a communications network and does not exceed the dimensions permitted under Chapter 284, Texas Local Government Code or other applicable law. The term:

a. includes:

i. equipment associated with wireless communications;

ii. a radio transceiver, an Antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

iii. coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

b. does not include:

i. an electric generator;

ii. a Pole; or

iii. a Macro Tower.

Except where required otherwise by context, the terms Network Node and Wireless Installation include a Mid-Span Installation.

1.2.15 Network Provider means:

a. Wireless Service Provider; or

b. a person or entity that does not provide Wireless Service and that is not an electric utility but builds or installs on behalf of a Wireless Service Provider:

i. Network Nodes; or

ii. Node Support Poles or any other structure that supports or is capable of supporting a Network Node.

1.2.16 Non-decorative Streetlight Pole shall mean a NBU-owned Streetlight Pole that is not a Decorative Streetlight Pole.

1.2.17 Notification of Mid-Span Installation or Notification means a complete "Notification of Mid-Span Installation" form, together with applicable supporting information and documentation submitted to NBU for the purpose of notifying NBU of an Attaching Entity's intent to install a new Mid-Span Installation supported by one or more NBU Utility Poles.

1.2.18 Other Licensee means any entity, other than Licensee, to which NBU has extended, or in the future extends, a license agreement to attach facilities to NBU's Eligible Poles subject to the Standards, or an entity the license agreement of which has been terminated or expires, and the existing Attachments or Network Nodes of which at the time of contract termination or expiration become subject to the Standards.

1.2.19 Permit means the written or electronic authorization from NBU to make or maintain an Attachment, Overlash, or Network Node to a specific NBU Eligible Pole pursuant to the requirements of this Agreement and the Standards.

1.2.20 Private Network means a network constructed by a private or public entity, such as a school, a university, or a unit of local government, used solely for non-commercial communications purposes.

1.2.21 Registration and Annual Reporting Form means the initial registration form, available from NBU's website and referenced in Appendix A to the Standards, a Requestor must submit in order to enter into an Agreement with NBU and a Licensee must update annually (or as changes warrant) to meet the annual reporting requirements of a Licensee.

1.2.22 Requestor means an eligible entity that submits a *Registration and Annual Reporting Form* in order to enter into an Agreement with NBU under which it may submit Applications or Notifications for Permits to access NBU's Eligible Poles for the purpose of installing Attachments, Overlashings, and/or Network Nodes.

1.2.23 Standards means NBU's Pole Attachment and Wireless Installation Standards with an effective date on or about _____ __, 2025, and as amended from time to time.

1.2.24 Unauthorized Attachment means any Attachment or Overlashing of Licensee for which Licensee has not obtained a Permit.

1.2.25 Unauthorized Network Node means any Network Node of Licensee for which Licensee has not obtained a Permit.

1.2.26 Usable Space means the space on a Utility Pole above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment, and which includes space occupied by NBU.

1.2.27 Utility Pole means a NBU electric distribution system utility pole owned by NBU carrying primary or secondary voltages with phase-to-phase voltages up to and including 34.5 kilovolts (kV).

1.2.28 Wireless Equipment Area means the space comprising of the area where the following components of a pole-mounted Network Node are located: (a) Antenna Area; (b) Wireless Equipment Cabinet; and (c) Backhaul Network Interface Device.

1.2.29 Wireless Installation means a Network Node or Micro Network Node.

1.2.30 Wireless Installation Space means the space on an Eligible Pole where the following components of a pole-mounted Network Node may be located pursuant to a Permit: (a) Antenna Area; (b) Wireless Equipment Cabinet; and (c) Backhaul Network Interface Device. For a Network Node utilizing the Pole Top Space, the Wireless Equipment Area will not include the Antenna Area.

1.2.31 Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

1.2.32 Wireless Service Provider means a person that provides Wireless Service to the public.

1.3 When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and the word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2 SCOPE OF AGREEMENT

2.1 Grant of License. Subject to the provisions of the Standards, the duties outlined in this Agreement, and to the extent allowed by law, NBU hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install, own, lease, license, use, or operate (a) permitted Attachments on NBU Utility Poles; and (b) permitted Network Nodes on or supported by NBU's Eligible Poles in permitted Wireless Installation Space. The grant of this license is contingent on Licensee following the procedures and regulations in the Contractual Authorities at all times.

2.2 Applicability and Amendment of Standards.

2.2.1 The Standards are applicable to Licensee's activities in installing, owning, leasing, licensing, using, or operating Attachments or Network Nodes.

2.2.2 Licensee agrees that NBU has the right to amend the Standards from time to time in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law, and that the amended Standards will be incorporated in this Agreement as of their effective date.

2.3 Licensee's Privilege to Attach or Install, Own, Use, or Operate Attachments or Network Nodes.

2.3.1 Licensee must apply for and obtain a Permit pursuant to the procedures and requirements of the Standards for each Attachment or Network Node that Licensee desires to install.

2.3.2 Licensee must submit a Notification and obtain a Permit pursuant to the procedures and requirements of the Standards for each Mid-span Installation Licensee desires to install.

2.3.3 The issuance of such Permit or Permits is subject at all times to NBU's right to provide core electric utility services, including any and all internal communications service essential to the proper operations of such core electric utility services, using its Eligible Poles. Nothing in this Agreement, other than a Permit properly issued under the Standards, shall be construed as granting Licensee any authorization to install an Attachment or Network Node on or supported by any specific Eligible Pole.

2.4 No Interest in Property. No use, however lengthy, of any NBU Facilities, and no payment of any fees or charges required under the Contractual Authorities, shall create or vest in Licensee any easement or other ownership interest or property right of any nature in any portion of such NBU Facilities. Neither the Contractual Authorities nor any Permit granted under the Standards, shall constitute an assignment of any of NBU's rights to NBU Facilities. Notwithstanding anything in the Contractual Authorities to the contrary, Licensee shall at all times be and remain a licensee only.

2.5 Licensee's Warranties Regarding Franchise or Other Authority to Use Public Rights-of-Way and Other Permits.

2.5.1 Licensee warrants and agrees that NBU does not have the power to grant Licensee the right to conduct business within the City of New Braunfels or other cities or jurisdictions within the NBU service area.

2.5.2 Licensee warrants and agrees that this Agreement does not constitute a franchise or license to use Public Rights-of-Way within the City of New Braunfels or any other jurisdiction within the NBU service area.

2.5.3 Licensee warrants and agrees that it is the obligation of Licensee to obtain (a) legally-required easements from all landowners or others having jurisdiction for the installation of facilities on NBU's Eligible Poles when they are outside of Public Rights-of-Way; (b) a franchise or other authority by ordinance, regulation, or state law authorizing Licensee to install, own, use, erect, maintain, lease, license, or operate one or more Communications Facilities or Network Nodes in the Public Rights-of-Way from the applicable governing authority or authorities; and (c) other necessary permits, authority, or consents from federal, state, municipal, or other public authorities to conduct such activities.

2.6 Permitted Uses. Licensee shall only use Attachments and Network Nodes to provide Communications Services and shall not engage in any illegal practices, anticompetitive behavior, or collusion with regard to construction activities related to the installation, operation, maintenance, transfer, relocation, use, lease, license, or removal of its Attachments or Network Nodes.

2.6.1 Licensee shall fully and timely cooperate with NBU, other Attaching Entities, and governmental authorities, as prescribed in Contractual

Authorities, with regard to the transfer and relocation of Attachments and Network Nodes.

2.6.2 Licensee warrants and agrees that unreasonably preventing or delaying any Other Licensee from installing, transferring, or relocating an Attachment or Network Node on or supported by an Eligible Pole or unreasonably interfering with any Other Licensee's Attachment or Network Node installation privileges will constitute a material breach of this Agreement.

2.6.3 Notwithstanding any other provision of this Agreement, Streetlight Poles (whether Decorative or Non-decorative) may not be used for Attachments, but only for Network Nodes where consistent with the Contractual Authorities.

2.7 No Rights after Termination. Nothing in this Agreement shall be construed to require NBU to allow Licensee to use any Eligible Pole after the termination or expiration of this Agreement.

2.8 Parties Bound by Agreement. Licensee and NBU are bound by the duties outlined in this Agreement.

3 FEES AND CHARGES

3.1 Pole Attachment and Wireless Installation Fees. Pursuant to this Agreement and the Standards, NBU shall assess and Licensee shall pay, in addition to any other fees or charges authorized under the Contractual Authorities, fees and charges for the privilege of installing, maintaining, owning, leasing, licensing, using, or operating Attachments or Network Nodes on or supported by NBU's Eligible Poles.

3.1.1 NBU shall assess fees for Attachments and Network Nodes on a per-pole-foot-required basis at the highest rate permitted under applicable law (the "Attachment Rate," defined above). NBU will provide Licensee notice of the applicable Attachment Rate for the next calendar year by October 31 of each year.

3.1.2 Licensee's initial payment of the Pole Attachment Fees or Network Node Fees for any Attachment or Network Node, as applicable, shall be made on the date Licensee receives a Permit for the installation of the Attachment or Network Node to which a fee or fees are applicable.

3.1.3 After installation of an Attachment or a Network Node, for each year Licensee operates under this Agreement:

3.1.3.1 Licensee shall, on or before October 31 of each year, provide NBU with a *Registration and Annual Reporting Form* showing (a) the locations of and (b) the number of pole-feet occupied by or required for support of each Attachment or Network Node Licensee has installed or came to own, lease, license, use, or operate in the previous twelve-month period ("Summary Statement").

3.1.3.2 NBU shall, prior to December 1 of each year, deliver to Licensee an invoice for the annual rentals (the "Fee Statement") reflecting the following charges: (a) the Attachment Rate multiplied by the

number of usable pole-feet occupied by or required for Licensee's Attachments installed on or supported by a Utility Pole for all or any part of the preceding calendar year (the "Pole Attachment Fees"); and (b) the Attachment Rate multiplied by the number of pole-feet occupied by or required for Licensee's Network Nodes installed on or supported by an Eligible Pole for all or any part of the preceding calendar year (the "Network Node Fees").

3.1.3.3 Licensee shall, on or before December 31 of each year, following delivery of the Fee Statement, pay to NBU in advance for the following calendar year all amounts set forth in the Fee Statement.

3.2 Application or Notification Fees. Licensee shall pay all required Application Fees or Notification Fees, as applicable, in accordance with the Standards at the time it submits any Application for permission to install, own, lease, license, use, or operate an Attachment on a Utility Pole or a Network Node on an Eligible Pole or a Notification for a Mid-span Installation. An Application or Notification shall not be considered complete until the Application Fees or Notification Fees are paid in full.

3.3 Make-Ready and Other Charges. Upon approval of an Application or completion of processing of a Notification, Licensee shall pay all Make-Ready Charges in full directly to NBU or its contractors, as NBU directs in accordance with the Standards. Make-Ready Electrical Construction will not commence until payment of Make-Ready Charges is made in full.

3.4 Penalties for Unauthorized Attachments or Unauthorized Network Nodes. In the event that Licensee, its agents, its contractors, or its customers installs, owns, leases, licenses, uses, or operates one or more Unauthorized Attachments or Unauthorized Network Nodes, Licensee shall, within thirty (30) calendar days of notice or demand: (a) pay NBU the Unauthorized Attachment Charge or Unauthorized Network Node Charge prescribed in the Standards for each Unauthorized Attachment or Unauthorized Network Node; (b) apply for the applicable Permit or submit a Notification, as applicable, for the Unauthorized Attachment or Unauthorized Network Node as provided in the Standards; and (c) pay any costs or expenses required of Licensee under the Contractual Authorities to apply for and obtain a Permit for the Attachment or Network Node.

3.5 Failure to Correct Unauthorized Attachment or Unauthorized Network Node. If Licensee does not apply for a Permit for the Attachment or Network Node or submit a Notification for Mid-span Installation and pay the required fees and charges within thirty (30) calendar days of notice that it has installed an Unauthorized Attachment or Unauthorized Network Node, the Attachment or Network Node may be removed in accordance with the Standards at Licensee's expense.

3.5.1 If Licensee fails to pay the cost and expense NBU incurs in removing an Unauthorized Attachment or Unauthorized Network Node within thirty (30) calendar days of notice or demand, NBU may seek reimbursement of the expense by drawing the amounts due pursuant to the terms of the Licensee's Security Instrument.

3.5.2 If the amount of the Security Instrument is insufficient to reimburse NBU all the costs of removal it incurs, NBU may seek reimbursement of the expense by drawing the full amount of the Security Instrument pursuant to its terms and pursue any and all remedies for default available under this Agreement, at law or in equity.

4 PRIVATE AND REGULATORY COMPLIANCE

4.1 Necessary Authorizations.

4.1.1 Licensee warrants that it is: (a) the holder of either a PUC-issued COA or SPCOA; (b) the holder of a PUC-issued certificate of franchise authority; (c) a Network Provider, as defined in Chapter 284, Local Government Code; (d) a non-certificated provider of Communications Services; or (e) a Private Network owner and operator.

4.1.2 Licensee shall obtain from the appropriate public or private authority or other appropriate persons any required authorization to construct, operate, or maintain its Attachments, Communications Facilities, or Network Nodes on public or private property before it occupies any portion of NBU's Eligible Poles. Upon reasonable request, Licensee must provide NBU, as required by the Standards, a copy of a license, franchise, certificate of authority, or other authorization or proof of authority suitable to NBU in its sole discretion that grants Licensee access to municipal or other Public Rights-of-Way for the purpose of installing Attachments, Communications Facilities, or Network Nodes.

4.1.3 Upon reasonable request, Licensee shall provide NBU with evidence that appropriate authorization has been obtained for any required access to public or private property, other than municipal Public Rights-of-Way. Licensee's obligations under this Section include, but are not limited to, its obligation to obtain all necessary approvals to occupy Public Rights-of-Way or private easements and to pay all costs associated therewith, and to maintain such approval for the term of a Permit.

4.2 Forfeiture of NBU's Rights. Any Permit that covers Attachments, Communications Facilities, or Network Nodes the installation or continuation of which would result in forfeiture or diminution of NBU's rights (as determined by any order, decision, action, or ruling by a court or other governmental authority of competent jurisdiction), shall be deemed invalid as to such Attachments, Communications Facilities, or Network Nodes as of the date of the order, decision, action, or ruling ("Rights-Affecting Notice").

4.2.1 If any of Licensee's existing Attachments, Communications Facilities, or Network Nodes, whether installed pursuant to a valid Permit or not, would cause such forfeiture or diminution (as determined by any order, decision, action, or ruling by a court or other governmental authority of competent jurisdiction), Licensee shall promptly remove its Attachments, Communications Facilities, or Network Nodes upon receipt of the Rights-Affecting Notice from Owner.

4.2.1.1 If Licensee does not remove its Attachments, Communications Facilities, or Network Nodes within forty-five (45) calendar days of the date of a Rights-Affecting Notice from NBU, or such shorter time set forth in the Rights-Affecting Notice, NBU may perform such removal at Licensee's sole cost and expense. If Licensee fails to pay the cost of removal within thirty (30) calendar days of demand from NBU, NBU may seek reimbursement of the expense from Licensee's Security Instrument.

4.2.1.2 If the amount of the Security Instrument is insufficient to reimburse all the costs of removal NBU incurs, NBU may seek reimbursement of the expense by seeking to draw the full amount of the Security Instrument pursuant to its terms and pursue any and all remedies for default available under this Agreement, at law or in equity.

4.2.2 If the rights of NBU or other Attaching Entities to occupy the real property on which NBU's Eligible Poles are located are terminated solely as a result of the installation, maintenance, or repair of Licensee's Unauthorized Attachment, Unauthorized Network Node, or the failure to remove Licensee's Facilities within the 45-calendar-day or shorter period set forth in this Section, Licensee shall use best efforts to restore NBU or other Attaching Entities to their status before such Unauthorized Attachment or Unauthorized Network Node was installed, maintained, or repaired.

5 LIABILITY AND INDEMNIFICATION

5.1 Liability. NBU reserves to itself the right to maintain and operate its Utility Pole and Streetlight Pole systems in such manner as will best enable it to fulfill its service requirements. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT, LICENSEE TAKES AND ACCEPTS NBU'S ELIGIBLE POLES "AS IS" AND IN THE CONDITION IN WHICH LICENSEE FINDS NBU'S ELIGIBLE POLES, WITH ANY AND ALL LATENT AND PATENT DEFECTS AND WITH NO EXPRESS OR IMPLIED WARRANTIES BY NBU OF MERCHANTABILITY, FITNESS, SUITABILITY, OR THAT THE ELIGIBLE POLES ARE FIT FOR ANY PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF NBU'S ELIGIBLE POLES, BUT IS RELYING UPON ITS OWN EXAMINATION OF NBU'S ELIGIBLE POLES. NBU shall NOT be liable to Licensee, its customers, or anyone else for any interruption to service of Licensee or any interference with the operation of Licensee's Facilities except where caused by NBU's gross negligence or willful misconduct. With the exception of third-party claims subject to Section 5.2, neither Party shall be liable to the other for any indirect, special, incidental, or consequential damages suffered by the other Party such as, but not limited to, loss of any anticipated profits, claims of customers, loss of revenue, loss of use of Licensee's Facilities or system, cost of capital, increased expenses or operation of other facilities, or cost of replacement equipment, facilities or power.

5.2 Indemnification.

5.2.1 Licensee shall defend, indemnify, and hold harmless NBU and its officials, officers, board members, representatives, employees, agents, and contractors (each an "Indemnitee," and collectively, the "Indemnitees") against any and all liability, costs, damages (including indirect or consequential damages), fines, taxes, special charges by others, penalties, payments (including payments made by Indemnitees under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorneys' fees of Indemnitees and all other costs and expenses of litigation) arising from the performance of this Agreement, including any act, omission, failure, negligence, or willful misconduct in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal, or operation by Licensee or Licensee's officers, directors, employees, agents, or contractors of Licensee's Attachments, Communications Facilities, or Network Nodes; the Attachments, Communications Facilities, or Network Nodes of any Other Licensee; or NBU Facilities ("Covered Claims").

5.2.2 Licensee's indemnification obligations for Covered Claims shall apply irrespective of any negligence or alleged negligence of Indemnitees, except to the extent that Indemnitees' negligence or willful misconduct gives rise to such Covered Claims, in which case it is expressly agreed that Licensee's obligations of indemnity under Section 5.2 shall be effective only to the extent of its pro rata share of liability. Covered Claims include, but are not limited to, the following:

5.2.2.1 Claims related to intellectual property infringement, libel and slander, and claims or ransom demands resulting from malicious cybersecurity breaches or cyber-attacks perpetrated against NBU's internal computer networks, systems, gateways, or software applications arising from, resulting from, or related to Licensee's online access to NBU's electronic systems, databases, applications, or software utilized by Licensee in the Make-Ready Engineering design process, the installation of Attachments, Communications Facilities, Network Nodes, or the construction of Licensee's Facilities;

5.2.2.2 Claims necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents, or contractors, to install, maintain, use, transfer, or remove Attachments, Communications Facilities, Network Nodes, or NBU Facilities in accordance with the requirements and specifications of the Standards;

5.2.2.3 Claims for damage to or destruction of Attachments, Communication Facilities, or Network Nodes of any Other Licensee, NBU Facilities, private property of any third-party, or injury to or death of any person or persons that arise out of or are

caused by the erection, installation, maintenance, presence, operation, use, rearrangement, or removal of or from NBU Poles of Licensee's Attachments, Communications Facilities, or Network Nodes or the proximity of Licensee's Attachments, Communications Facilities, or Network Nodes to NBU Facilities, or by any act, omission, or negligence of Licensee or its contractors, agents and employees on or in the vicinity of NBU Facilities;

5.2.2.4 Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, the State of Texas, or any other governmental entity or administrative agency;

5.2.2.5 Claims of governmental bodies, property owners, or others alleging that Licensee does not have sufficient right or authority for placing and maintaining Licensee's Attachments, Communications Facilities, or Network Nodes at the locations of NBU's Eligible Poles;

5.2.2.6 Claims for taxes or special charges by others that arise directly or indirectly from the construction, maintenance, or operation of Licensee's Attachments, Communications Facilities, or Network Nodes and are payable by Licensee pursuant to federal, state, or local regulation, statute, or other requirement;

5.2.2.7 Claims caused by or relating in any manner to a breach of this Agreement by Licensee or its agents and employees or by Licensee's contractors; and

5.2.2.8 Claims arising from or due to environmental conditions arising from Licensee's use, storage, maintenance, disposal, or release of any Hazardous Substances on, under, adjacent, or proximate to NBU Facilities.

5.3 Procedure for Indemnification.

5.3.1 Indemnitee shall give reasonably prompt notice to Licensee of any Covered Claim or threatened Covered Claim wherein Indemnitee is seeking indemnification pursuant to Section 5.2, specifying the alleged factual basis for such claim and the estimated amount of the claim.

5.3.2 Indemnitee's failure to give the required notice of a Covered Claim will not relieve Licensee of its obligation to indemnify Indemnitee unless and to the extent Licensee establishes that it was materially prejudiced by such failure.

5.4 Environmental Hazards. Licensee represents and warrants that its use of NBU's Eligible Poles will not generate Hazardous Substances, that it will not store or dispose of Hazardous Substances on or about NBU's Eligible Poles, that it will not transport to NBU's Eligible Poles any Hazardous Substances, and that Licensee's Attachments, Communications Facilities, or Network Nodes do not constitute or

contain and will not generate any Hazardous Substances, including any such activities in violation of federal, state, or local law now or hereafter in effect, including any amendments. The term "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, Licensee's Attachments, Communications Facilities, or Network Nodes will not release such Hazardous Substances.

5.5 Municipal Liability Limits. No provision of this Agreement is intended or shall be construed to be a waiver on the part of NBU for any purpose of any applicable limits on municipal liability.

5.6 No Limitation. No indemnification provision contained in this Agreement under which Licensee indemnifies NBU shall be construed in any way to limit any other indemnification provision under applicable law.

6 DUTIES, RESPONSIBILITIES, AND EXCULPATION

6.1 Duty to Inspect. Licensee acknowledges and agrees that NBU does not warrant the condition or safety of the NBU Facilities or the premises surrounding the NBU Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Eligible Poles or premises surrounding the Eligible Poles prior to commencing any work on Eligible Poles or entering the premises surrounding the Eligible Poles.

6.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees, contractors, subcontractors, or agents with the conditions relating to the work that Licensee will undertake under the Standards and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

6.3 Duty to Inform and Protect. Licensee further warrants that it understands the imminent dangers, INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION, inherent in the work necessary to make installations on Eligible Poles by Licensee's employees, servants, agents, contractors, or subcontractors, and Licensee accepts as its duty and sole responsibility the obligation to notify and inform Licensee's employees, servants, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same. Licensee also warrants that it will implement all precautions, procedures, and measures in the Standards to protect public safety and the safety of personnel working close to electrified lines.

6.4 Protection of Utility Data. During the term of this Agreement, Licensee may have access to NBU's geodatabase electronic records of Eligible Pole locations, strand and underground routes, substation locations, and other pertinent information related to NBU's electric system. Such electronic records consist of proprietary and

confidential NBU information related to critical infrastructure and Licensee shall treat such information as confidential and protect it from public disclosure. Licensee shall implement physical and cybersecurity measures to protect the geodatabase information from public disclosure, theft, and widespread internal distribution.

6.5 Licensee's Confidential Information. To the extent that Licensee considers any document or information submitted to NBU to be trade secret, proprietary, or otherwise confidential under law, it shall label or mark the document or information conspicuously with the words "Confidential Information." If any person requests access to Licensee's information submitted to NBU, NBU will treat such information as required under the Texas Public Information Act, Chapter 552, Texas Government Code.

7 INSURANCE

7.1 Insurance Coverage. As detailed in Appendix A hereto, Licensee agrees at all times to carry and maintain in full force insurance sufficient to fully protect NBU and its respective officials, officers, board members, representatives, employees, and agents ("Covered Persons") from and against any and all claims or demands for damages, and to include all Covered Persons as "additional insureds."

7.1.1 Licensee shall provide for an endorsement that the "other insurance" clause shall not apply to Covered Persons where they are additional insureds on the policy.

7.1.2 Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by a Covered Person for liability arising out of this Agreement.

7.1.3 NBU may in its reasonable discretion increase required insurance coverage limits or modify coverages where it determines such changes are reasonably necessary to provide adequate insurance coverages, provided that such changes are within industry standards.

7.2 Failure to maintain the appropriate insurance coverage at any time during the term of this Agreement or to annually furnish documentation of coverage shall constitute a breach of this Agreement.

8 AUTHORIZATION NOT EXCLUSIVE

NBU shall have the right to grant, renew, and extend nondiscriminatory rights and privileges to use NBU Facilities to others not party to this Agreement, by contract or otherwise. Such rights shall not interfere with the privileges contemplated under this Agreement or granted to Licensee by the specific Permits issued pursuant to the Standards. Licensee's privileges under a Permit issued pursuant to the Standards shall not interfere with the privileges of any Other Licensee that has been issued a Permit. In the event of a conflict between the privileges of Licensee and any Other Licensee that cannot be resolved by reference to the Standards, NBU shall resolve the conflict as the Eligible Pole owner in a reasonable and non-discriminatory manner.

9 ASSIGNMENT

9.1 Limitations on Assignment. Licensee shall not assign its privileges or obligations under this Agreement, nor any part of such privileges or obligations, without the prior written consent of NBU, which consent shall not be unreasonably withheld, conditioned, or delayed.

9.2 Obligations of Assignee/Transferee and Licensee. Notwithstanding any provision in this Agreement to the contrary, Licensee shall have the privilege to assign this Agreement or any associated Permits to any parent, subsidiary, Affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Licensee, or to any entity into which Licensee may be merged or consolidated or that purchases all or substantially all of the assets of Licensee that are subject to this Agreement. No assignment or transfer under this Section shall be allowed, however, until the assignee or transferee provides NBU with a writing acknowledging that it has assumed all obligations of Licensee arising under this Agreement. Licensee shall furnish NBU with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement for claims that arose during the time period Licensee operated pursuant to the Agreement, and Licensee shall not be released from those claims, including the obligation to indemnify NBU or other Indemnitees for Covered Claims.

9.3 Sub-Leasing or Sub-Licensing.

9.3.1 Licensee Remains Responsible. Licensee shall not sublease or sublicense space on or use of an Eligible Pole to any third party.

9.3.1.1 The Parties acknowledge and agree, however, that certain Wireless Installations that Licensee may deploy, construct, install, repair, or maintain under the terms of this Agreement may be licensed, leased, owned, or operated by one or more Wireless Service Provider customers of Licensee ("Licensee's Customers") pursuant to license, lease, or sales agreements between Licensee and Licensee's Customers.

9.3.1.2 Such Wireless Installations shall be treated as Licensee's Wireless Installations under this Agreement, and Licensee shall be responsible for performance of all of Licensee's obligations under this Agreement with respect to all Wireless Installations Licensee deploys, constructs, installs, repairs, or maintains on or supported by an Eligible Pole.

9.3.2 Agreement With Sub-Licensee. Where Licensee deploys, constructs, installs, repairs, or maintains a Wireless Installation to be licensed, leased, owned, operated, or used by one or more of Licensee's Customers, Licensee's Customers shall each execute a Standard Pole Attachment and Wireless Installation License Agreement for the use or operation of the Wireless Installation.

9.3.3 Notice of Arrangement. If Licensee constructs or intends to construct a Wireless Installation or other facility to be owned, licensed, leased, used, or operated in whole or in part by one or more of Licensee's Customers, including without limitation a Wireless Service Provider (a "Third-Party Facility"), Licensee shall provide notice to NBU of such arrangement at the time it submits an Application for use of an Eligible Pole for installation of a Network Node. Licensee's notice of Third-Party Facility shall include: (a) the name, address, email address, and contact telephone number of Licensee's Customer; (b) the model number of and the technical specifications for the Third-party Facility; and (c) a description of the nature of the interest Licensee's Customer holds or will hold in the Third-Party Facility (*e.g.*, whether Licensee's Customer will own the Third-Party Facility or will lease or license the Third-Party Facility from Licensee).

10 TERM OF AGREEMENT

10.1 Initial Term and Renewal. This Agreement shall become effective on the Effective Date and shall have an initial term concluding _____, 20__. Following the expiration of the initial term, the Agreement shall automatically continue for successive one-year terms until such time that the Agreement is terminated by either Party upon giving the other Party notice pursuant to Section 10.2 of this Agreement.

10.2 Notice of Termination. Either party may terminate this Agreement (a) by providing the other party not less than six (6) months' written notice of termination prior to the end of the initial term or any renewal term; or (b) pursuant to the other terms of this Agreement.

10.3 Survival of Obligations. The expiration or termination of this Agreement shall not relieve the Parties of any obligation, whether indemnity or otherwise, which has accrued prior to such expiration or termination of this Agreement or removal of Licensee's Attachments, Communications Facilities, or Network Nodes, up to any applicable statute of limitations.

11 DEFAULT; TERMINATION OF AGREEMENT

11.1 Default; Right to Terminate and Pursue Remedies. Each Party shall have the right, pursuant to the procedure set out in this Section, to terminate this entire Agreement or any Permit issued pursuant to the Standards or to pursue any and all remedies provided in this Agreement, at law or in equity, whenever the other Party is in default of any term or condition of this Agreement or the Standards, including, but not limited to:

11.1.1 Construction, operation, maintenance, use, lease, or licensure of Licensee's Attachments, Communications Facilities, or Network Nodes in violation of law or in aid of any unlawful act or undertaking;

11.1.2 Construction, operation, maintenance, use, lease, or licensure of Licensee's Attachments, Communications Facilities, or Network Nodes after any authorization required of Licensee to operate as a cable television system, broadband provider or any other type of Communications Services provider

has lawfully been denied or revoked by final action of any governmental authority;

11.1.3 Construction, operation, maintenance, use, lease, or licensure of Licensee's Attachments, Communications Facilities, or Network Nodes without the insurance or Security Instrument coverage required under Sections 7 and 18;

11.1.4 Failure to pay in full an undisputed invoice for any charge, fee, penalty, or interest as provided in the Contractual Authorities; or

11.1.5 Failure to promptly and fully perform any other covenant, condition, provision, or agreement contained in the Contractual Authorities.

11.2 Notice of Default and Opportunity to Cure. The Party claiming default will notify the other Party in writing as soon as reasonably practicable of any condition of default under Section 11.1, above. The Party in default shall take immediate corrective action to cure such default within thirty (30) calendar days, or such longer time period as may be mutually agreed in writing by the Parties.

11.2.1 The Party claiming default may in its reasonable discretion agree to extend the time for cure upon a written showing of good cause on the part of the other Party.

11.2.2 Upon correcting the default, but no later than the expiration of the applicable cure period, the Party in default shall confirm in writing to the Party claiming default that the cited condition of default has ceased or been corrected.

11.3 Failure to Cure. If the Party in default fails to cure a default within the time provided, the non-breaching Party may immediately pursue any one or more of the following remedies without any further notice or demand whatsoever:

11.3.1 Suspend the processing of Applications or Notifications;

11.3.2 Terminate this Agreement as to the Attachments or Wireless Facilities to which the default pertains, or if the default pertains to more than the greater of (i) 10 Attachments or Wireless Facilities, or (ii) 10% of the Attachments or Wireless Facilities, terminate this Agreement in its entirety;

11.3.3 Revoke the Permit covering the Poles involved in such default or noncompliance;

11.3.4 Satisfy the obligations of the Licensee by seeking to claim from the Security Instrument;

11.3.5 Institute suit or other judicial proceeding to enforce performance of the covenants, terms, and conditions of this Agreement or any other remedies available at law or in equity; provided, however, that with respect to defaults involving or arising out of a failure to conform an Attachment or Wireless Installation to the Applicable Engineering Standards, the Standards, or other operational, nonmonetary event of default, a party shall invoke the Dispute

Resolution procedures set forth herein before pursuing suit or other judicial proceeding.

11.4 Removal for Termination. In the event of termination of this Agreement or any of Licensee's privileges or authorizations hereunder, Licensee shall remove its Attachments, Communications Facilities, or Network Nodes at Licensee's expense pursuant to the procedures set forth in the Standards.

11.5 Failure to Remove Attachments, Communications Facilities, or Network Nodes. If after notice of termination Licensee fails to remove its Attachments, Communications Facilities, or Network Nodes as provided in the Standards, the Attachments, Communications Facilities, or Network Nodes shall be deemed abandoned, and NBU may remove the Attachments, Communications Facilities, or Network Nodes at Licensee's expense.

11.5.1 Licensee shall reimburse NBU all costs or expenses incurred in removing Licensee's Attachments, Communications Facilities, or Network Nodes within thirty (30) days of demand.

11.5.2 If Licensee fails to pay NBU the cost of removal within thirty (30) days of demand from NBU, NBU may reimburse itself the expense by drawing pursuant to the terms of the Licensee's Security Instrument. If the amount of the Security Instrument is insufficient to reimburse all the costs of removal NBU incurs, NBU may seek to draw the full amount of the Security Instrument pursuant to its terms and may pursue any and all other remedies for default available under this Agreement, at law, or in equity.

11.6 Emergency Condition Giving Rise to Default. In the event that NBU determines that a default gives rise to an emergency imminently threatening personal injury or property damage, NBU shall provide Licensee of notice of the emergency condition. Licensee shall be in default hereunder if Licensee fails to cure any such emergency condition as soon as practicable, but in no event later than forty-eight (48) hours after notice. In the event Licensee contends that it cannot correct the emergency condition within forty-eight (48) hours of notice, it may request within twenty-four (24) hours of notice that NBU permit such additional time for correction of the emergency condition as Licensee contends is necessary. NBU may grant or refuse Licensee's request for additional time in its sole discretion.

11.7 Remedies Cumulative. Pursuit of any of the remedies available in this Section shall not preclude either Party from pursuing any other remedies provided in this Agreement or otherwise provided at law or in equity, nor shall either Party's pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any payment of monies due or of any damages accruing caused by the other Party's failure to comply with any terms or conditions of this Agreement.

12 RELOCATION AND REMOVAL OF ATTACHMENTS, COMMUNICATIONS FACILITIES, AND WIRELESS INSTALLATIONS

12.1 Relocation and Removal at Licensee's Expense. The Parties agree that NBU may require a Licensee to relocate or remove its Attachments, Communications

Facilities, or Network Nodes when NBU determines it reasonably necessary for the safe, reliable, or economical operation of NBU Facilities.

12.1.1 If at any time NBU is mandated or in its sole discretion decides to replace, remove, relocate, abandon, or place underground its facilities resulting in the need for removal or abandonment of Eligible Poles on which one or more Licensees has installed Attachments, Overlashings, or Network Nodes, NBU shall give the affected Licensee notice in writing at least ninety (90) calendar days prior to the date on which NBU intends to replace, remove, relocate, or abandon such Eligible Poles or other NBU facilities. Licensee shall relocate at its own expense its affected Attachments, Overlashings, or Network Nodes within ninety (90) days after receiving written notice, Notice may be reduced to thirty (30) days if NBU is required to remove or abandon its facilities as the result of the action of a third party or the City of New Braunfels, and the greater notice is not practicable.

12.1.2 Licensee's duty to remove and relocate its Attachments, Communications Facilities, or Network Nodes at its expense under this Section is not contingent on the availability of an alternative location acceptable for relocation.

12.1.3 NBU will make reasonable efforts to provide an alternative location on an Eligible Pole for relocation upon Licensee's submission of an Application in the ordinary course. Licensee shall comply with the notice to remove its Attachments, Communications Facilities, or Network Nodes as instructed, regardless of the disposition of its Application.

12.2 Voluntary Removal or Relocation. Licensee may remove or relocate one or more Attachments, Communications Facilities, or Network Nodes installed pursuant to the provisions of this Agreement.

12.2.1 If Licensee intends to remove an Attachment, a Communications Facility, a Network Node, or associated equipment, Licensee shall submit a notice before the date Licensee intends to remove the Attachment, Communications Facility, Network Node, or associated equipment.

12.2.2 Licensee shall complete any removal or relocation within the times allowed in the applicable Permit.

12.2.3 Licensee shall not be entitled to a refund of any fees or charges paid to NBU under the terms of this Agreement for any Attachment, Communications Facility, Network Node, or associated equipment Licensee removes or relocates.

12.3 Application Required. An Attachment, Communications Facility, or Network Node for which relocation to an Eligible Pole is contemplated shall be treated as a new Attachment, Communications Facility, or Network Node for all purposes under this Agreement for Application, Notification, permitting, installation, and the assessment of Fees and Charges under this Agreement and the Standards.

12.4 Removal of Attachments, Communications Facilities, and Network Nodes Upon Expiration or Termination.

12.4.1 Removal Upon Expiration or Termination. Upon expiration or termination of this Agreement, Licensee shall remove all Attachments, Communications Facilities, or Network Nodes installed on or supported by NBU's Eligible Poles.

12.4.2 Plan for Removal. Within thirty (30) calendar days following expiration or termination of this Agreement, Licensee shall provide NBU with a written plan for removing its Attachments, Communications Facilities, or Network Nodes, and shall provide information regarding the sequence of removal, the timing of removal, and the contractors for removal, all in accordance with the requirements of the Standards.

12.4.3 Completion of Removal Activities; Termination of License. Except as otherwise required herein, Licensee shall complete its removal of all Attachments, Communications Facilities, or Network Nodes within one hundred eighty (180) calendar days after expiration or termination of this Agreement. Thereafter, Licensee shall have no access to NBU Eligible Poles for any purpose, including installation, operation, use, maintenance, or repair any Attachments, Communications Facilities, or Network Nodes.

12.4.4 Negotiations in Good Faith. NBU may, in its reasonable discretion, extend in writing the time for Licensee's submission of a plan for removal or completion of removal activities, as set forth in this Section, if Licensee is negotiating in good faith an agreement for the continued presence of Licensee's Attachments or Network Nodes on or supported by NBU's Eligible Poles.

12.5 Failure to Remove All Attachments, Communications Facilities, or Network Nodes. If Licensee fails to remove any Attachments, Communications Facilities, or Network Nodes within the time allowed for removal as provided in Section 12.1.1, NBU may, at its option (a) remove the remaining Attachments, Communications Facilities, or Network Nodes at Licensee's sole cost and expense; or (b) transfer ownership of the affected pole or poles to Licensee without warranty of any kind. If Licensee fails to pay the cost of removal within thirty (30) calendar days of receipt of demand from NBU, NBU may reimburse itself the expense by drawing from the Licensee's Security Instrument pursuant to its terms. If the amount of the Security Instrument is insufficient to reimburse all the costs of removal NBU incurs, NBU may draw the full amount of the Security Instrument pursuant to its terms and may pursue any and all other remedies for default available under this Agreement, at law or in equity.

13 AGREEMENT AND POLE ATTACHMENT STANDARDS INTERPRETATION; AMENDING AGREEMENT AND POLE ATTACHMENT STANDARDS

13.1 Agreement and Standards to Be Harmonized. The Agreement, including addenda, exhibits, and appendices, shall be read in harmony with the Standards to the fullest extent possible; provided, however, that if the Agreement, including addenda, exhibits, or appendices, conflicts with the Standards, as they may be amended, the Agreement shall prevail.

13.2 Incorporation of Standards. The Standards shall be incorporated into this Agreement as of their effective date and shall apply on a prospective and non-discriminatory basis.

13.3 Amendments to Agreement. The terms and conditions of this Agreement shall not be amended, changed, or altered except in writing signed by authorized representatives of both Parties or upon NBU's adoption of amendments to the Standards, except as otherwise provided herein.

13.4 Amendments to Pole Attachment Standards. NBU reserves the right to amend the Standards in accordance with their terms. Any amendment to the Standards shall apply prospectively, except to the extent required by federal, state, or local law.

13.4.1 Notice of Proposed Amendment. At least sixty (60) calendar days prior to the proposed effective date of an amendment to the Standards, NBU will provide Licensee with notice of a proposed amendment in accordance with the terms of the Standards ("Standards Amendment Notice"). The Standards Amendment Notice will state the content and the proposed effective date of the amendment and provide a means for Licensee to review and comment on the amendment by a date certain.

13.4.2 Consideration of Comments; Finalization of Standards Amendment. NBU shall consider, but is not required to accept, any comments received in response to a Standards Amendment Notice. Not less than thirty (30) calendar days before the proposed effective date of an amendment to the Standards set out in a Standards Amendment Notice, NBU shall send Licensee notice of the terms of the proposed amendment in final form for adoption in the Standards.

13.4.3 Acceptance of Standards Amendment. Licensee shall return a writing accepting the proposed amendment to the Standards before the proposed effective date of the amendment. Licensee's failure to return a writing accepting the amendment within the time provided in the Standards Amendment Notice shall be deemed to be acceptance of the amendment as of its effective date.

13.4.4 Rejection of Amendment. If Licensee rejects the amendment in writing, the parties will work together to attempt to reconcile their differences, pursuant to the Dispute resolution process or seek any remedy available under applicable law.

14 CLAIMS FOR DAMAGES TO NBU

14.1 Responsibility for Damages to NBU Facilities.

14.1.1 The NBU Risk Management Department shall be responsible for investigating and resolving claims for damages to NBU Facilities caused by a third-party, including a Licensee, or its contractors, subcontractors, and agents.

14.1.2 A Licensee shall be responsible for immediately notifying NBU of any damage to NBU Facilities resulting from the Licensee's construction

activities, including the activities of its contractors, subcontractors, or agents.

14.1.3 In the event NBU Facilities are damaged by a Licensee, or its contractors, subcontractors, or agents, the NBU Risk Management Department will tender to the Licensee at fault a third-party claim for damages.

14.1.4 If NBU determines that Licensee is at fault, Licensee is responsible for making NBU whole and for reimbursing all third-party claims associated with damages to NBU Facilities resulting from the installation, operation, maintenance, transfer, relocation, removal, failure, or forceful detachment of an Attachment, Overlash, or Network Node, whether caused by the Licensee, its contractors, subcontractors, or agents.

14.2 Upon Receipt of Claim.

14.2.1 Upon receiving notification of damages to NBU Facilities, whether by the Licensee or from another source, a claims file will be opened and an NBU claims representative will be assigned to the file.

14.2.2 The Licensee will be timely notified of the claim for damages to NBU Facilities and will be advised that an internal investigation has commenced, and will be provided with a preliminary assessment of the damages to NBU Facilities.

14.2.3 An internal investigation will be completed by NBU Risk Management Department to determine liability for all claims for damages to NBU Facilities. Utilizing industry standard claims software to create a record of the claims process, the assigned adjuster will investigate the claim and gather relevant facts and documentation. All of the gathered information will be compiled by the licensed adjuster and analyzed to determine liability and the total amount of damages.

14.2.4 Once a determination of liability is made regarding the claims for damage to NBU Facilities, an NBU representative will notify the Licensee in writing and provide a Collection Notice Letter stating the amount of damages owed to NBU, and the Licensee will have an opportunity to respond and dispute any such claim.

14.3 Dispute of Claim.

14.3.1 In the event liability is disputed for a claim of damages to NBU Facilities, the Licensee must submit a Notice of Dispute Form, a copy of which is available from NBU's website, at http://www.nbutexas.com/About-Us/Notice to NBU within five (5) business days of receiving NBU's tender explaining Licensee's reason for disputing liability and providing documentary support for the dispute. NBU may in its sole discretion reassign the location of the Notice of Dispute Form or any other form prescribed in this Agreement or the Standards upon written notice to Licensee.

14.3.2 A Licensee may conduct an independent investigation of any claims for damage to NBU Facilities. NBU shall cooperate with the Licensee's claims investigator. NBU shall consider the findings of the Licensee's investigation provided that Licensee's investigation is completed within forty-five (45) days of Licensee's submission of the Notice of Dispute Form.

14.3.3 NBU may assign the dispute to an internal independent review panel which will provide a de novo review of the claim file including, the Notice of Dispute Form, and any supporting documentation submitted by the Licensee. NBU will notify the Licensee of the final determination of liability within forty five (45) days.

14.4 Payment of Claims.

14.4.1 In the event the final determination is one of liability on the part of the Licensee, or its contractors, subcontractors, or agents, NBU will send a Collections Notice Letter to Licensee. Upon receipt of the Collections Notice Letter, the Licensee must remit payment within twenty (20) days to the following address:

New Braunfels Utilities
Attn: Risk Management
1488 S. Seguin Avenue
New Braunfels, Texas 78130

14.4.2 The correspondence accompanying payment must include the NBU claim number associated with the file.

14.5 Failure to Pay Claims. Failure to timely pay a non-disputed claim or otherwise follow these claims procedures as provided herein shall constitute a default.

15 DISPUTE RESOLUTION

15.1 Invocation of Procedure. Any disputes related to the day-to-day administration of the permitting process shall be governed by the dispute resolution provisions of the Standards. In the event a dispute arises between the Parties related to the legal interpretation of any provision of this Agreement, or any potential conflict between the provisions of this Agreement and the Standards, prior to the filing of any suit or administrative proceeding with respect to such a dispute, the Party believing itself aggrieved (the "Invoking Party") shall give written notice to the other Party. Such a notice will be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

15.2 Conferences. NBU and Licensee will use their best efforts to arrange personal meetings in New Braunfels, Texas, telephone conferences, or video conferences, as needed, at mutually convenient times between their negotiators at the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the dispute:

	NBU	Licensee	Time
First Level	New Braunfels Utilities Chief Engineer of Electric Systems 1488 S. Seguin Avenue New Braunfels, Texas 78130	*Attn:* _____	10 days
Second Level	New Braunfels Utilities Director of Engineering 1488 S. Seguin Avenue New Braunfels, Texas 78130	*Attn:* _____	15 days
Third Level	New Braunfels Utilities Chief Operations Officer 1488 S. Seguin Avenue New Braunfels, Texas 78130	*Attn:* _____	15 days
Third Level	New Braunfels Utilities General Counsel 1488 S. Seguin Avenue New Braunfels, Texas 78130	*Attn:* _____	15 days

15.3 Time for Negotiations. The allotted time for the first level negotiators will begin on the next business day following delivery of the Invoking Party's notice, unless otherwise agreed by the Parties. If resolution of the dispute is not achieved by any given management level at the end of the allotted time, then the allotted time for the negotiators at the next management level will begin on the next business day, unless the parties agree otherwise to extend the allotted time.

15.4 Mediation. If a resolution of the dispute is not achieved by negotiators at the third management level, then the Parties shall participate in non-binding mediation at a time mutually agreed by the Parties. Mediation shall take place in New Braunfels, Texas, or at such other place or by such other means as the parties may agree. The allotted period for completion of the mediation shall be thirty (30) days from commencement of mediation, unless otherwise agreed by the Parties. The Parties agree to share the cost of mediation equally using a mutually agreed professional mediator from JAMS, or similar alternative dispute resolution organization.

15.5 Failure of Negotiations and Mediation. If resolution of the dispute is not achieved by mediation within the allotted time, then either Party may file an action to resolve the dispute with a state regulatory agency or a court of competent jurisdiction over the subject matter of the dispute.

16 NOTICES

16.1 Notice. Wherever this Agreement requires notice to be given by either Party to the other, such notice shall be in writing and shall be effective when personally delivered to or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

If to NBU, at:

Chief Operations Officer
New Braunfels Utilities
1488 S. Seguin Avenue
New Braunfels, Texas 78130

with a copy to:

General Counsel
New Braunfels Utilities
1488 S. Seguin Avenue
New Braunfels, Texas 78130

If to Licensee, at:

_____

with a copy to:

_____

or to such other address as either Party, from time to time, may give the other Party in writing.

16.2 Emergency Contact. Licensee and NBU, respectively, shall maintain a reasonably staffed 24-hour emergency telephone numbers, not available to the general public, at which either Party can report damage to Attachments, Communications Facilities, Network Nodes, or NBU Facilities or other situations requiring immediate communications between the Parties. The contact person for Licensee shall be qualified and able to respond to the NBU's concerns and requests.

16.3 Network Operations Center. Licensee shall provide the following contact information, and maintain such information current at all times, for its Network Operations Center that monitors Network Nodes subject to this Agreement:

Network Operations Center for Licensee:

- Telephone Number:
- Email Address:
- NOC Operator:
- Facility Address:

17 RECEIVERSHIP, FORECLOSURE, OR ACT OF BANKRUPTCY

17.1 Notice. Licensee shall notify NBU in writing not later than thirty (30) calendar days after the filing or imposition of a receivership, reorganization, bankruptcy or other such action or proceeding by or against Licensee.

17.2 Option to Terminate. The privileges granted to Licensee hereunder, at the option of NBU, shall cease and terminate one hundred twenty (120) calendar days after the appointment of a receiver or receivers, or trustee or trustees, or debtor-in-possession to take over and conduct the business of Licensee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership, trusteeship, or bankruptcy shall have been vacated or dismissed prior to the expiration of said one hundred twenty (120) calendar days, or unless:

17.2.1 To the extent permitted by law, within one hundred twenty (120) calendar days after their election, appointment, or imposition such receivers, trustees, or debtor-in-possession shall have complied fully with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers, trustees, or debtor-in-possession within said one hundred twenty (120) calendar days shall have remedied all defaults under the Agreement, if any; and

17.2.2 To the extent permitted by law, within said one hundred twenty (120) calendar days, such receivers, trustees, or debtor-in-possession shall execute an agreement duly approved by NBU, whereby such receivers, trustees, or debtors-in-possession assume and agree to be bound by each and every term, provision and limitation of this Agreement.

17.3 Involuntary Sale. In the case of foreclosure or other judicial sale of the plant, property, or equipment of Licensee, or any part thereof, including or excluding this Agreement, NBU may provide notice of termination to Licensee, in which event the Agreement herein and all privileges of the Agreement granted hereunder shall cease and terminate thirty (30) calendar days after service of such notice, unless:

17.3.1 NBU shall have approved the transfer of this Agreement, which approval shall not be unreasonably withheld, as and in the manner this Agreement provides; and

17.3.2 The successor shall have agreed with NBU to assume and be bound by all the terms and conditions of this Agreement.

18 PERFORMANCE BOND OR OTHER SECURITY

18.1 Bond or Other Security to Be Posted. Prior to making any Attachments or installing any Communications Facilities or Network Nodes and within thirty (30) calendar days of the Effective Date of this Agreement, Licensee shall provide to NBU in a form suitable to NBU in its sole discretion one of the following forms of security: (a) a performance bond; (b) an irrevocable standby letter of credit; or (c) a cash deposit in the amount of one-hundred thousand and 00/100 dollars ($100,000.00) (the "Security Instrument") corresponding with the requirements of Appendix B.

18.1.1 If Licensee chooses to post a bond, the bond shall be executed with a proper surety through a company licensed and qualified to operate in the

State of Texas and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of NBU.

18.1.2 If Licensee chooses to provide an irrevocable standby letter of credit ("LOC"), the LOC shall be satisfactory in form and content in the sole discretion of NBU.

18.2 Purpose of the Security Instrument. The purpose of the Security Instrument is to ensure Licensee's performance of all of its obligations under this Agreement and the Standards and for the payment by Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to the NBU that arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments, Communications Facilities, or Network Nodes on or about NBU's Eligible Poles, including without limitation, claims for damages to NBU Facilities caused by Licensee, its contractors, or agents, and for any costs NBU incurs to relocate Licensee's Attachments, Communications Facilities, Network Nodes, or related facilities. NBU shall have the right to draw funds from the Security Instrument pursuant to its terms to recover damages to NBU Facilities caused by Licensee, its contractors, or agents or for any costs NBU incurs to relocate Licensee's Attachments, Communications Facilities, Network Nodes, or related facilities. Licensee shall not use the Security Instrument for other purposes and shall not assign, pledge, or otherwise use the Security Instrument as security for any other purpose.

18.3 Actions after Draw-Down. Within thirty (30) calendar days after notice to Licensee that NBU has drawn any amount against the Security Instrument, Licensee shall take action to replenish the Security Instrument to its prior amount.

18.4 Cancellation or Replacement. Licensee shall provide NBU with thirty (30) calendar days prior written notice of any cancellation or replacement of the Security Instrument. Licensee shall at all times maintain the Security Instrument or a substitute instrument approved by NBU throughout the term of this Agreement, and any failure to do so shall constitute a breach of this Agreement retroactive to the date of the notice of cancellation of the Security Instrument.

19 ENTIRE AGREEMENT; NON-WAIVER

This Agreement and the incorporated Standards supersede all previous oral and written agreements between NBU and Licensee regarding the approval, placement, transfer, maintenance, and removal of Licensee's Attachments, Communications Facilities, or Network Nodes on or supported by NBU's Eligible Poles within the geographical service area covered by the Agreement. All provisions, terms, and conditions to this Agreement are expressed herein. Notwithstanding any contrary provision, term, or condition herein, this Agreement shall neither waive nor be interpreted to waive any claims of any nature, any amounts or credits owed, or any obligations or duties arising under a prior agreement between the Parties or the Parties' performance thereunder. Nor shall this Agreement act as a waiver of any claims for the prior use of NBU Utility Poles or Eligible Poles without valid authorization.

20 SEVERABILITY

The invalidity of one or more clauses, sentences, sections, or articles of this Agreement shall not affect the validity of the remaining portions of the Agreement, provided that the material purposes of this Agreement can be determined and effected.

21 GOVERNING LAW; JURISDICTION AND VENUE

THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN COMAL COUNTY, TEXAS. ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT SHALL BE INSTITUTED IN THE COURTS OF COMAL COUNTY, TEXAS, WHICH SHALL HAVE JURISDICTION OVER THE DISPUTE, AND VENUE SHALL BE PROPER IN SUCH COUNTY.

22 INCORPORATION OF RECITALS, APPENDICES, AND POLE ATTACHMENT STANDARDS

The recitals stated above, all appendices to the Contractual Authorities, and the Standards, as they may be amended from time to time, are incorporated into and constitute part of this Agreement.

23 MISCELLANEOUS PROVISIONS

23.1 Preexisting Attachments, Communications Facilities, or Network Nodes. Licensee shall not be required to obtain a new Permit for authorized Attachments, Communications Facilities, or Network Nodes in place prior to the effective date of this Agreement, provided that Licensee obtained all required approvals, including any permits, prior to the installation of such facilities.

23.2 Compliance with Contractual Authorities. All Attachments made, Communications Facilities installed, or Network Nodes installed on or after the effective date of this Agreement are and shall be authorized by the procedures, requirements, and limitations of this Agreement, subject to Licensee's compliance with all the terms and conditions of the Standards. Licensee's failure to maintain all Attachments, Communications Facilities, and Network Nodes in accordance with the Standards shall constitute a default.

23.3 Contractors and Agents Bound. Licensee agrees to include in all its contracts and agreements with independent contractors or agents provisions that are consistent with and will fulfill the requirements of this Agreement.

23.4 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended to be for the benefit of NBU and Licensee. Except as otherwise provided herein, nothing in this Agreement, express or implied, is intended to confer upon any other person or entity, other than the Parties, any benefits, rights or remedies under or by reason of this Agreement.

23.5 Common Representations. Each Party represents and warrants that (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal

entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder shall not conflict with or violate or constitute a breach or default under its formation documents and shall not violate any law, rule or regulation applicable to it; and (d) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.

24 FAILURE TO ENFORCE; NONWAIVER

Failure of NBU or Licensee to take action to enforce compliance with any of the terms or conditions of Contractual Authorities or to give notice or declare this Agreement or any authorization granted hereunder in default or terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated in accordance with this Agreement.

25 INTEREST ON PAST-DUE AMOUNTS

In the event Licensee fails to pay an amount due within the period of time set forth for payment, interest shall accrue on the unpaid balance at the rate of one and 50/100ths percent (1.50%) per month (or such lesser rate as may be required by law) for each month starting from the date the payment is due until such time as payment is received.

26 ATTORNEY'S FEES

If NBU or Licensee brings any action at law or in equity to enforce any provision of this Agreement, including the incorporated Standards, the prevailing party will be entitled to recover its reasonable costs and attorney's fees in addition to any other relief to which it may be entitled.

26 INTERVENING LAW

In entering into this Agreement, the Parties acknowledge and agree this Agreement may incorporate certain provisions that arise as a result of the status of existing state or federal law, regulations, or judicial decision. The Parties also acknowledge and agree that the legality, validity, and constitutionality of the relevant law, regulations, or judicial decisions may be the subject of litigation in state or federal court or may be amended or repealed after the Effective Date of this Agreement. In executing this Agreement, any permit or other permission arising under it, and in operating under or complying with the Pole Attachment and Wireless Installation Standards or any amendments thereto, and in carrying out the obligations expressed therein, neither Party waives, but instead expressly reserves, all of its rights, remedies, and arguments with respect to any federal or state regulatory, legislative, or judicial action, including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph. If any reconsideration, agency order, appeal, court order or opinion, stay, injunction, or other action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s), or condition(s) ("provision(s)") of the Agreement or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected provision(s) shall be immediately invalidated, modified, or stayed as required to effectuate the subject order, opinion, stay, injunction, or other action upon the written request of either Party ("Change Notice"). With respect to any Change Notices hereunder, the Parties shall have sixty (60) days from the Change Notice to attempt to negotiate and arrive at an

agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Change Notice, either Party may exercise its right to terminate this Agreement upon six (6) months' notice using the procedures provided in Section 10, whether before or after completion of the Initial Term.

27 FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance on any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond the Party's control and not due to such Party's fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

IN WITNESS WHEREOF, the parties hereto have executed this Standard Pole Attachment and Wireless Installation Agreement in duplicate on the day and year first written above.

NEW BRAUNFELS UTILITIES	[LICENSEE NAME]
BY: _____	BY: _____
Ryan Kelso	_____
TITLE: CHIEF EXECUTIVE OFFICER	TITLE: _____
DATE: _____	DATE: _____

Appendix A: Minimum Insurance Requirements

1.01 Licensee shall purchase and maintain in full force and effect, at its own expense, the following minimum insurance coverages and limits:

1.02 Statutory Worker's Compensation and Employer's Liability Insurance with minimum limits of not less than indicated below. The policy must be in the name of the Licensee or contain an endorsement naming NBU as the Alternate Employer.

Required Limits – Statutory limits, with Employer's Liability Coverage as follows:

Bodily Injury by Accident	$1,000,000.00
Bodily Injury by Disease Each Employee	$1,000,000.00
Bodily Injury by Disease Policy Limit	$1,000,000.00

1.03 Commercial General Liability Insurance, on an ISO CGL form 00 01 or equivalent, including the coverages identified below, with minimum limits indicated below.

Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00

The Commercial General Liability Policy will include the following coverages where applicable:

1. Bodily injury & Property damage on an "Occurrence" basis
2. Premises & Operations
3. Independent Licensees
4. Products/Completed Operations
5. Personal Injury Liability
6. Contractual Liability
7. Explosion, Collapse, and Underground (XCU)

1.04 Business Automobile Insurance for all owned, non-owned, and hired vehicles.

Combined Single Limit BI & PD	$1,000,000.00

1.05 Excess Liability Coverage, following form, over Employer's Liability, Commercial Liability, Commercial Automobile Liability Policies, with the limits shown below.

Excess Liability Coverage	$4,000,000.00

Licensee may use any combination of primary and excess to meet required total limits.

1.06 Each of Licensee's required liability insurance policies shall be primary to and non-contributing with, any other insurance carried by, or for the benefit of NBU. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage.

1.07 Licensee's workers' compensation, employers' liability, commercial automobile liability, commercial general liability, and excess liability insurance policies shall waive all rights of subrogation in favor of NBU and its respective elected officials, employees, officers, directors, and agents.

1.08 NBU and its respective elected officials, officers, board members, representatives,

employees, and agents shall be included as additional insureds without limitation on all required policies (except workers' compensation), in accordance with standard ISO endorsement forms.

1.09 Licensee shall provide thirty (30) days' written notice of cancellation to NBU of any required coverage that is not replaced. Licensee shall furnish NBU insurance certificate(s) on an ACORD form executed by an authorized representative of the insurer or Licensee's broker authorized by Licensee's insurer to bind coverage on its behalf, and for each policy, a copy of the Declarations page; any schedule showing the limits of insurance; and a copy of all endorsements to the policy herein requested, evidencing the applicable policies, coverages and limits, including those of its contractors. To the extent that Licensee contends that the proof of insurance to be provided to NBU is proprietary or confidential to Licensee, Licensee may conspicuously mark all pages containing proprietary or confidential information as "Confidential Information." Confidential information such as the policy premium may be redacted from the documents evidencing each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU's receipt of or failure to object to any insurance certificates or policies submitted by Licensee does not release or diminish in any manner the liability or obligations of Licensee or its contractors or constitute a waiver of any of the insurance requirements under this Agreement.

1.10 Upon request by NBU, Licensee shall provide true copies of policy endorsements as required in this Appendix from issuing insurance company(s).

1.11 All Licensee's required insurance shall be issued by insurance carriers licensed to do business in Texas at the time the policy is issued and rated by A.M. Best Company as A-VII or better, confirmed by one or more insurance certificates listing NBU's name and address as a Certificate Holder, and list the name of Project as described in this Agreement and the name and phone number of the broker who prepared the certificate. Certificates of insurance shall be prepared on an Acord form 25-S.

1.12 With respect to any required coverage maintained on a "claims-made" policy form, Licensee shall maintain such coverage for two (2) years following termination of this Agreement; provided that, if a "claims-made" policy is maintained, the retroactive date must precede the effective date of this Agreement.

1.13 Licensee shall not commence the installation of Attachments under this Agreement until Licensee has obtained all required insurance and until such insurance has been received and approved by NBU. NBU's approval of Licensee's insurance shall not relieve or decrease the liability of Licensee hereunder.

1.14 If Licensee fails to obtain or renew the above required insurance and furnish to NBU acceptable evidence thereof, NBU shall have the right, but not the obligation, to: (1) procure such insurance and pay the reasonable cost thereof at the expense of Licensee, which Licensee shall reimburse within thirty (30) calendar days of demand; or (2) deem as breach of this Agreement the Licensee's failure to do so.

1.15 Nothing herein shall reduce or alter any obligation Licensee has to indemnify, defend or hold harmless the Indemnified Parties identified in the Agreement.

1.16 In the event Licensee enters into a subcontract with an Independent contractor to perform

work contemplated under this Agreement or the Standards, the Licensee will require the Independent contractor to procure at a minimum all insurance specified to be carried by the Licensee, in the like form specified herein.

1.17 Licensee and, as applicable, its Independent contractors shall bear all risks and be responsible for any uninsured loss due to policy deductibles, self-insured retentions, exclusions, limitation inadequacy and/or absence of coverage, whether such policies are purchased by Licensee, Independent contractor, and/or NBU.

Appendix B: Performance Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That, _____, hereinafter called "Principal" and (name of surety company), a surety company licensed to do business in Texas, hereinafter called "Surety", are held and firmly bound unto NEW BRAUNFELS UTILITIES, hereinafter called "Obligee," in the amount of One-Hundred Thousand and no/100 dollars ($100,000), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20[__] to which contract hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall well and truly perform its obligations, including but not limited the payment by Principal of any claims, liens, taxes, penalties and fees due to Obligee which arise by reason of the construction, installation, operation, maintenance, transfer, relocation or removal of Principal's Wireless Installations on or about Obligee's Service Poles under the aforesaid Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

No extension of time or other waiver or amendment of the terms of the said aforesaid Contract shall relieve the Surety of its obligations hereunder, and the Surety waives notice of any such extension, waiver, amendment, or change. This bond shall be automatically extended in time without formal and separate amendment to cover full and faithful performance of the Contract modifications, regardless of the amount of time involved.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by registered mail. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of termination. Provided that no action, suit or proceeding shall be maintained against the Surety on this bond unless action is brought

within twelve (12) months of the cancellation date of this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_, 20[__].

Executed: (date)

(SEAL)

PRINCIPAL

By:

TITLE

(SEAL) SURETY

By: ____ (Name), Attorney-in-Fact

(Copy of current power of attorney executed by Surety Company showing authority of attorney- in-fact must be attached.)