



TOWN OF PALM BEACH

PROCUREMENT AND CONTRACTS DIVISION

A G R E E M E N T

Between

TOWN OF PALM BEACH

and

Crown Castle Fiber LLC

This is an Agreement between the TOWN OF PALM BEACH, a municipal corporation of the State of Florida (hereinafter the "TOWN"), through its TOWN Council;

AND

Crown Castle Fiber LLC successors and assigns, (hereinafter "CONTRACTOR"). This agreement is dated _____, 2024.

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONTRACTOR, agree as follows:

ARTICLE I

SCOPE OF SERVICES

CONTRACTOR agrees to provide Metro E/Fiber Network services as required in Town of Palm Beach, Request to Negotiate, RTN No. 2024-18 Metro E/Fiber Network Services, attached hereto as Exhibit "A", including Contracts responses, and by this reference made a part hereof.

ARTICLE II

CONTRACT DOCUMENTS

This agreement contains the following Exhibits:

Exhibit A: RTN No. 2024-18 Metro E/Fiber Network Services, Scope of Work
Exhibit B: Town of Palm Beach Terms and Conditions
Exhibit C: Town of Palm Beach Insurance Requirements
Exhibit D: Contractors Best and Final Pricing

Exhibit E: Master Telecommunication License Agreement
Exhibit F: Ethernet Supplement to the Master Telecommunications License Agreement
Exhibit G: SLA Overview
Exhibit H: Contractors Response to Workload and Scheduling

Note: In case of any disputes between Town of Palm Beach terms and conditions and Contractors terms and conditions, Town of Palm Beach terms and conditions shall prevail.

ARTICLE III

TERM

The term of this Agreement shall be for five (5) year beginning _____ and ending _____. At the end of the five (5) year period, this Agreement may be extended for up to six months upon mutual consent.

ARTICLE IV

COMPENSATION AND METHOD OF PAYMENT

The sole compensation to be paid to the CONTRACTOR by the TOWN for the routine services rendered hereunder shall be approximately \$ 176,400.00 per annum. Payments shall be made by the TOWN on a monthly basis upon receipt of a proper invoice from CONTRACTOR based on each month of completed services. One twelfth of the amount due shall be paid within 30 days of receipt of a proper invoice. Payment for project services shall be based on actual amounts incurred monthly and shall be paid on the same schedule as routine services.

ARTICLE V

CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall perform the Metro E/Fiber Network services per RTN No. 2024-18. The extent of the services to be rendered and frequency of performance are as stated in these specifications. CONTRACTOR shall provide competent labor as required to perform these services. THE CONTRACTOR shall respond to correct any deficiencies in performance of the services as identified by the TOWN Contract Coordinator. Deficiencies shall be corrected within forty-eight (48) hours unless the TOWN Contract Coordinator allows additional time based on the complexity of the corrective action.

ARTICLE VI

MODIFICATION OF CONTRACT TERMS

The terms of this contract may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent contract periods, or for such

other purposes as shall become necessary during the conduct of the contract period. Such amendments shall be accomplished in writing as an addendum to the Contract.

ARTICLE VII

MISCELLANEOUS

7.1 EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

7.2 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of TOWN.

7.3 PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTORS

7.3.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent, or servant of the TOWN. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all CONTRACTOR'S relationship and the relationship of its employees to the TOWN, shall be that of an independent contractor and not as employees or agents of the TOWN.

7.3.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates, in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of TOWN'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverage as enumerated in Paragraph 6.5

herein.

7.4 LAWS AND REGULATIONS

It is further understood by the parties that CONTRACTOR will, in carrying out the duties and responsibilities under this Agreement, abide by all federal, state and local laws.

7.5 CONTRACT COORDINATOR

The TOWN'S Contractor Coordinator during the performance of services pursuant to this Agreement shall be the IT Manager.

7.6 NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

7.7 GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

7.8 ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

7.9 AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will

at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

7.10 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

7.11 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR TOWN OF PALM BEACH:

FOR CONTRACTOR:

PROCUREMENT& CONTRACTS
MANAGER
TOWN OF PALM BEACH
951 Old Okeechobee Road, Suit "D"
West Palm Beach, FL 33401

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals
this ____ th day of _____, 2024.

(Seal)

TOWN OF PALM BEACH
A Municipal Corporation of the
State of Florida.

ATTEST:

Town Clerk

Kirk W. Blouin, Town Manager

ENDORSED AS TO FORM
AND SUFFICIENCY:

Joanne O'Conner
Town Attorney

CONTRACTOR

WITNESSES:

By: _____

Print Name and Title

(Corporate Seal)

SWORN TO and SUBSCRIBED before me this ____ day of _____, 20____.

Signature: _____
Notary Public - State of Florida

(Notary Seal)

Printed Name

Commission No. _____
Commission Expires: _____

INSTRUCTIONS TO SUPPLIERS & GENERAL CONDITIONS - RFP/ RTN

IS-1 ADDENDUM: The Town may record its response to inquiries and any supplemental instructions in the form of a written addendum. The Town may provide written addendum up to **five (5) calendar days** before the deadline for receiving the proposals. Suppliers may contact the Town to ascertain whether any addenda have been issued. Failure to do so could result in your proposal being deemed unresponsive proposal. Any verbal explanations provided prior to RFP opening will not be binding on the Town. All addenda shall be posted in the E-procurement Platform, Bonfire.

IS-2 ADDITION OR DELETION OF SERVICES: The Town reserves the right to add to the services specified or to delete any portion of the scope of services at any time.

IS-3 AVAILABILITY OF PLATFORM: All responses to this solicitation must be submitted electronically through the e-Bid/RFP Platform. Should there be any technical issues with the Platform (not user/Supplier issues) that prevents any Supplier from submitting a response within the two (2) hours immediately before the due time, the solicitation Platform provider (Bonfire) and affect all participating Suppliers. The Town shall verify the technical issue or unavailability of the Platform with Bonfire, the system provider. Technical issues localized to a single supplier will not be considered cause for an extension.

IS-4 CANCELLATION OF THE SOLICITATION: The Town reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the Town, in the Town's sole and absolute discretion. Availability of all information related to a canceled solicitation is subject to Chapter 119, Florida Statutes.

IS-5 CHANGING OF FORMS: If the Town discovers any Town provided forms submitted by a supplier in response to this solicitation have been altered the Town may, at its sole and absolute discretion, disqualify the supplier and not consider their response for award.

IS-6 CLARIFICATIONS: The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the RFP, **until seven (7) days** prior to the submittal deadline. Inquiries must be directed to the Town's Purchasing Division, through the E-procurement Platform, Bonfire. Town personnel are authorized only to direct the attention of prospective Suppliers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFP or provide information regarding the requirements of the RFP beyond what is set forth in the written RFP document.

During the RFP process, related contact with Town Staff by Supplier, or its agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that Applicant Firm. The Applicant Firm may only contact the Purchasing Division for the clarification of the selection process and regarding any aspects of the projects to be used for the presentation as set forth above.

IS-7 CODE OF ETHICS: If any Supplier violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Supplier may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for additional information regarding the Palm Beach County Commission on Ethics may be found at: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>

IS-8 COLLUSION AMONG SUPPLIERS: Where two (2) or more related parties, as defined herein, each submit a response for the same Solicitation, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such responses. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a response for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

IS-9 CONE OF SILENCE: The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, proposer, lobbyist, or any actual or potential subcontractor or proposer of the person.

The cone of silence shall be in effect as of the issuance of this request for qualification and will remain in the effect until award is made by Town Council. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is rejected by the Town or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations, presentations made to the town council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, town councilmember, mayor, advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the town council or town department authorized to act on behalf of the town council, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For additional information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012

IS-10 CONFLICT OF INTEREST: The award hereunder is subject to provisions of State Statutes, Palm Beach County and Town Ordinances. All Suppliers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Suppliers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Supplier's firm, parent companies, subsidiaries, or any of its branches.

IS-11 CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between information provided in the Solicitation Package the order of precedence shall be the last addendum issued, the Pricing Sheet(s), the Scope of Work/Specifications, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the Instructions & General Conditions.

IS-12 CONTRACT AWARDS: The Town anticipates entering into an Agreement with the Supplier who submits the proposal judged by the Town to be most advantageous to the Town.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities and irregularities, or to accept the proposal which, in its sole and absolute discretion, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful Supplier does not execute a contract within ten (10) days after the award of the proposal.

The Supplier understands that this RFP does not constitute an offer or an agreement with the Supplier. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town, and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposal.

The Town reserves the right to reject all proposals, to abandon the project, and/or to solicit and re-advertise for other proposals.

IS-13 CONTENTS OF THE SOLICITATION PACKAGE AND SUPPLIERS RESPONSIBILITIES: It is the responsibility of the Supplier to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Supplier will not be accepted as a basis for varying the requirements of the Solicitation Package or any resulting Contract.

IS-14 CONTRACTUAL AGREEMENT: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Supplier response. Any and all legal action necessary to enforce the award will be held in

Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida. Any additional contract or agreement requested for consideration by the Supplier must be attached and enclosed as part of the proposal.

IS-15 COST OF PREPARING SUBMITTAL: All costs incurred by the Supplier for preparation and submittal of a response to the solicitation will be the sole responsibility of the Supplier. The Town of Palm Beach shall not reimburse any Supplier for any such costs.

IS-16 DRUG-FREE WORKPLACE: The Town mandates that all Suppliers to comply with Drug Free Workplace (DFW).

IS-17 E-VERIFY: The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

IS-18 FAMILIARITY WITH LAWS: The Supplier is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the work. The failure to familiarize itself with applicable laws will in no way relieve Supplier from responsibility.

IS-19 INDEMNIFICATION: The Contractor recognizes that it is an independent contractor and not an agent or servant of the Town. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors. To the fullest extent allowed by law the Contractor shall fully indemnify, protect, defend, reimburse, and hold the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives free and harmless from and against any and all suits, actions, claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, and/or other expenses and/or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed, hereunder, caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust, and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false, or fraudulent. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the Town or its officers, employees, agents, and instrumentalities as herein provided. Notwithstanding the foregoing, if the joint, concurring, comparative or contributory fault or negligence of the Parties gives rise to the losses for which the Town is entitled to indemnification under this Article 79, then any losses shall be allocated between the Parties in proportion to their respective degrees of fault or negligence contributing for such losses. Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by solely by the negligent act(s) or omission(s) by the Town, or by the Town's officers, agents, and employees.

IS-20 INDEPENDENT CONTRACTOR: The successful Supplier shall be considered an independent contractor. Professional services provided by the Supplier shall be by employees of the Supplier and subject to supervision by the Supplier, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered shall be those of the Supplier.

IS-21 INVOICES: The Supplier may submit invoices at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than once per month. Each invoice shall designate the nature of work performed and be accompanied by records fully detailing the amounts stated on the invoice. Invoice payment shall be subject to the satisfactory completion and acceptance of the work following verification by Town personnel. Invoices shall be paid by the Town within forty-five (45) days of receipt of the invoice, except for items questioned. The Town shall notify the Supplier of any items questioned. The Supplier shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices to minimize printed checks with the goal of a greener footprint.

Supplier shall email invoices to following email address: Invoices@TownofPalmBeach.com

IS-22 LOBBYING PROHIBITED: Suppliers are not to contact or lobby any Town personnel related or involved with this Request for Proposal. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of

the Supplier.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

IS-23 NON-COLLUSION: Supplier certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

IS-24 PALM BEACH COUNTY INSPECTOR GENERAL: The Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the Supplier and its subcontractors and lower tier subcontractors. The Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Supplier or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this contract justifying its termination.

IS-25 PRESS RELEASES: The Supplier shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

IS-26 PROPOSAL CONTENTS: All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

IS-27 PUBLIC ENTITY CRIMES: In accordance with Section 287.133, Fla. Stat. no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or proposer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing and submitting the Bid documents, the submitting firm, i.e. "person" or "affiliate", attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

IS-28 PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Fla. Stat. Suppliers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

IS-29 PUBLIC RECORDS LAW: In accordance with Section 119.0701, Fla. Stat. the Supplier shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Supplier upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the Supplier (attached).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

THE OFFICE OF THE TOWN CLERK

360 S. COUNTY ROAD, PALM BEACH, FLORIDA 33480

PHONE NUMBER (561) 838-5416

EMAIL ADDRESS: clerkpublicrecords@townofpalmbeach.com

IS-30 SCRUTINIZED COMPANIES: The Town can terminate any contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011 at the option of the Town if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IS-31 SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded for the services in this proposal shall be sold, transferred, or assigned without the prior written approval of the Town.

IS-32 TERMINATION FOR CONVENIENCE: The Town reserves the right, in its best interest as determined by the Town, to cancel any contract by providing the Supplier with fifteen (15) days' written notice. However, termination for convenience shall apply only in the following scenarios: (i) lack of funding, and (ii) if the services are no longer needed.

IS-33 TERMINATION FOR CAUSE: The Town reserves the right to terminate the contract, in part or in whole, or place the Supplier on probation in the event the Supplier fails to perform in accordance with the terms and conditions, by providing written notice of such failure or default and by specifying a reasonable time period within which the Supplier must cure any such failure to perform or default. If the Supplier fails to cure the default within the time specified, the Town may then terminate the contract by providing written notice to the Supplier. The Town further reserves the right to suspend or debar the Supplier from future participation on Town projects. The Supplier will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any other source and use any reasonable method deemed in its best interest. All re-procurement costs shall be borne by the terminated Supplier. The Supplier, however, shall not thereby be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the contract by the Supplier, and the Town may withhold any payments to the Supplier for the purpose of setoff until such time as the amount of damages due the Town from the Supplier is determined. The Supplier shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Town from terminating the contract because of such delay.

Exhibit C

Town of Palm Beach Insurance Requirements

The Consultant shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach thirty (30) business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies to include premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise Ebix, the Town's insurance certificate management service provider, at townofpalmbeach@ebix.com; P.O. Box 100085-HM, Duluth, GA 30096 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of agreement/contract. The Town of Palm Beach reserves the right to require additional insurance coverages and limits based upon the particular service or change order requested by the consultant.

If the consultant maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The requirements contained herein, as well as Town's review or acceptance of insurance maintained by consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the contract.

Professional Liability, or equivalent Errors & Omissions Liability with limits of liability not less than \$1,000,000 Per Occurrence.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by consultant qualify its

employees for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Cyber Liability is required for all service providers processing or storing sensitive or confidential data such as, but not limited to, credit card, health care, employee records, banking, etc. The Cyber Liability policy shall have a limit of liability not less than \$1,000,000 per occurrence including coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use; introduction, implantation or spread of malicious software code; and Privacy & Security Liability Security Breach Response/Expense coverage.

For policies written on a claims made basis, service providers shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, service provider must purchase an extended reporting period rider during the life of this contract of not less than 3 years. Coverage is to apply on a primary basis.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

Town, by and through its Risk Management Office, in cooperation with the contracting/hiring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

To the fullest extent allowed by law the consultant shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action

of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Consultant's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Consultant agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Consultant's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Consultant acknowledges and agrees that Town would not enter into a contract without this indemnification of Town by Consultant, and that Town's entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the contract. Nothing in this contract shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statute 768.28.

RTN No. 2024-18 | Best and Final Price

Crown Castle

Item Number	Description	Minimum Required	Number of Months	Monthly Cost	Total
Installation Fee (13)					
#1-1	9 N LAKE TRL Palm Beach, FL 33480	1Gb	60	\$ 806.00	\$ 48,360.00
#1-2	100 PERUVIAN AVE Palm Beach, FL 33480	1Gb	60	\$ 806.00	\$ 48,360.00
#1-3	360 S COUNTY RD Palm Beach, FL 33480	10Gb	60	\$ 2,018.00	\$ 121,080.00
#1-4	300 S LAKE DR Palm Beach, FL 33480	1Gb	60	\$ 806.00	\$ 48,360.00
#1-5	355 S COUNTY RD Palm Beach FL 33480	10Gb	60	\$ 2,018.00	\$ 121,080.00
#1-6	951 OKEECHOBEE RD, WPB FL (Diverse Path From Below)	10Gb	60	\$ 2,018.00	\$ 121,080.00
#1-7	951 OKEECHOBEE RD, WPB FL (Diverse Path From Above)	10Gb	60	\$ 2,018.00	\$ 121,080.00
#1-8	300 N COUNTY RD Palm Beach, FL 33480	1Gb	60	\$ 806.00	\$ 48,360.00
#1-9	345 S COUNTY RD Palm Beach, FL 33480	10Gb	60	\$ 2,018.00	\$ 121,080.00
#1-10	340 SEAVIEW AVE Palm Beach, FL 33480	1Gb	60	\$ 806.00	\$ 48,360.00
#1-11	2185 S OCEAN BLVD - Palm Beach, FL 33480	1Gb	60	\$ 806.00	\$ 48,360.00
#1-12	2345 S OCEAN BLVD Palm Beach, FL 33480	1Gb	60	\$ 806.00	\$ 48,360.00
#1-13	265 PALMO WAY - Palm Beach, FL 33480	10Mbps	60	\$ 371.00	\$ 22,260.00
Total					\$ 966,180.00
Alternate Bandwidth Pricing (based on 5 Year Contract) (5)					
#2-1	1,000 Mbps	1	60	\$806.00	\$ 48,360.00
#2-2	2,000 Mbps	1	60	\$965.00	\$ 57,900.00
#2-3	3,000 Mbps	1	60	\$1,093.00	\$ 65,580.00
#2-4	5,000 Mbps	1	60	\$1,346.00	\$ 80,760.00
#2-5	10,000 Mbps	1	60	\$2,018.00	\$ 121,080.00

RTN No. 2024-18 | Original Price
Crown Castle

Item Number	Description	Minimum Required	Number of Months	Monthly Cost	Total
Installation Fee (13)					
#1-1	9 N LAKE TRL Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-2	100 PERUVIAN AVE Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-3	360 S COUNTY RD Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-4	300 S LAKE DR Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-5	355 S COUNTY RD Palm Beach FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-6	951 OKEECHOBEE BLVD-STE A Palm Beach, FL 33480	1Gb	60	\$ 2,117.00	\$ 127,020.00
#1-7	951 OKEECHOBEE BLVD- STE A DIVERSE PATH	10Gb	60	\$ 2,117.00	\$ 127,020.00
#1-8	300 N COUNTY RD Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-9	345 S COUNTY RD Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-10	340 SEAVIEW AVE Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-11	2185 S OCEAN BLVD - Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-12	2345 S OCEAN BLVD Palm Beach, FL 33480	1Gb	60	\$ 997.00	\$ 59,820.00
#1-13	265 PALMO WAY - Palm Beach, FL 33480	10Mbps	60	\$ 496.00	\$ 29,760.00
			Total		\$ 882,000.00
Alternate Bandwidth Pricing (based on 5 Year Contract) (5)					
#2-1	1,000 Mbps	1	60	\$ 1,215.00	\$ 72,900.00
#2-2	2,000 Mbps	1	60	\$ 1,950.00	\$ 117,000.00
#2-3	3,000 Mbps	1	60	\$ 1,960.00	\$ 117,600.00
#2-4	5,000 Mbps	1	60	\$ 1,975.00	\$ 118,500.00
#2-5	10,000 Mbps	1	60	\$ 2,875.00	\$ 172,500.00



TOWN OF PALM BEACH

RTN No. 2024-18 Request to Negotiate –

Metro E/Fiber Network

Selection Committee Questions:

1. Are you able to provide a map or GIS layers of all pertinent equipment locations in the network path for the Town?

Typically, a map or GIS layer showing Core Network Equipment would not be disclosed. There will be a NID (Network Interface Device) at each of the Town's locations. Each of these devices will be connected to the Core MPLS Network. All NIDs (Network Interface Devices) required to hand-off the solution to the Town will be fully owed and operated by Crown Castle.

2. If you are doing deployment of new fiber for the Town's circuit, what's an estimated timeline if selected to get this in place?

The timeline to complete the full Crown Castle Solution should be considered 120-180 calendar Days.

3. Town is encouraging you to provide your best and final price (please use excel file bid table).

Please see attached Bid Table.

EXHIBIT E

MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

LICENSEE:	
Address:	
State of Organization:	

This **MASTER TELECOMMUNICATIONS LICENSE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **CROWN CASTLE FIBER LLC** ("Crown Castle" or "Company"), and Licensee (as named above). This Master Telecommunication License Agreement and any and all Supplements (as defined herein) and exhibits hereto are collectively referred to as the "Agreement". Crown Castle and Licensee are collectively referred to as the "Parties" or individually as a "Party".

1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

1.1 Products and Order Forms. This Agreement applies to each telecommunications facility, or product, provided or licensed by Crown Castle to Licensee (each a "Product"). Each Product will be specified in an order form executed by the Parties (each an "Order Form"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Crown Castle unless otherwise agreed in writing by Crown Castle.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to this Agreement that may contain technical specifications, service level objectives, and other terms and conditions applicable to specific types of Products (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into this Agreement. In the event Crown Castle and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by an Order Form, then the product-specific portion of the then-current version of the "Crown Castle Terms and Conditions" available at <https://www.crowncastle.com/terms-and-conditions> ("Online Terms") shall apply.

1.3 Crown Castle Affiliates. At Crown Castle's option, Products may be provided or licensed by Crown Castle, or by an Affiliate of Crown Castle. Any charges or other amounts received by Crown Castle under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of Crown Castle, shall be received by Crown Castle in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Crown Castle's affiliate, Crown Castle Fiber Enterprise LLC. In addition, Order Forms may be executed by an Affiliate of Crown Castle, and in such event, any and all references to "Crown Castle" herein shall be deemed to be a reference to the applicable Affiliate of Crown Castle that executed such Order Form. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein. This Agreement is a set of general terms and conditions, and does not obligate either Party to provide or pay for any Product other than as reflected in a particular Order Form executed by the Parties.

2.2 Product Term. The term for each Product (each a "Product Term") begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

2.3 Acceptance Date. The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the second (2nd) business day following Crown Castle's delivery of notice of the installation of the Product (such notice, a "Connection Notice"), unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "Defect" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Crown Castle will invoice Licensee for any non-recurring charge ("NRC") associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge ("MRC") associated with the Product shall begin to accrue on the Acceptance Date of such Product. Crown Castle will invoice Licensee the MRC associated with the Product in advance, except Crown Castle

will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

3.2. Payments; Late Payments. Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Crown Castle shall be entitled to recover from Licensee all collection costs, including attorney fees.

3.3 Disputed Payments. Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Crown Castle of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Crown Castle of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Crown Castle, Crown Castle will apply a credit to Licensee’s account in the amount of the dispute. If the dispute is resolved in Crown Castle’s favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES.

4.1 Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) levied or imposed upon Crown Castle or Licensee in connection with the provision, sale or use of the Product or facility furnished to Licensee and which Crown Castle is required or permitted to collect from Licensee (collectively referred to as “Taxes”). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle’s net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

4.2 REIT Status. Licensee acknowledges that: (i) Crown Castle is directly or indirectly owned in whole or in part by an entity (“REIT Owner”) that qualifies as a “real estate investment trust” (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) Crown Castle and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

5. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

5.1 Crown Castle Equipment; Crown Castle Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products (“Crown Castle Equipment”) and Crown Castle’s fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the “Crown Castle Network”) shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee’s knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee’s employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

5.2 Extension of Network. To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a

Product. “Off-Net Product” shall mean any product provided by a third-party. “On-Net Product” shall mean any Product that uses transmission and related facilities owned and controlled by Crown Castle.

5.3 Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product (“Licensee Equipment”). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee’s reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Form, and Licensee shall provide updated lists to Crown Castle, as necessary.

6.2 Emergency Maintenance. Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

6.3 Product Issues. Licensee may notify Crown Castle’s Network Operating Center (“NOC”) of Product problems by telephone 1-855-93-FIBER (855-933-4237), or at the contacts listed in Crown Castle’s Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user’s equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle’s then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access to Premises. Unless otherwise provided in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee’s or its end-user’s premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. “Demarcation Point” shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Licensee shall procure and make available to Crown Castle, at Licensee’s locations and at end user locations where a Product is provided or licensed, at Licensee’s sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

7.3 Property Owner Not Liable. Neither Licensee nor any of Licensee’s end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Crown Castle Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Crown Castle, nor shall Crown Castle have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Licensee; Suspension. In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Crown Castle may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Crown Castle at law, or in equity.

8.2 Default By Crown Castle. Licensee may terminate a Product in the event Crown Castle breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Crown Castle’s receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Crown Castle commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Crown Castle provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

9. INSURANCE.

9.1 Insurance. Each Party shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraph 10.2.
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWN CASTLE'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO CROWN CASTLE FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL CROWN CASTLE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UNAFFILIATED THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY CROWN CASTLE.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Crown Castle and its Indemnitees from and against any third-party Claims brought against Crown Castle and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

10.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CROWN CASTLE MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROWN CASTLE HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii)

PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products (including but not limited to the FCC's "intermediate provider" requirements, 47 CFR § 64.2119, where applicable), and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. "Proprietary Information" means any information supplied by the disclosing Party, or its Affiliate, to a receiving Party, or its Affiliate, or obtained by the receiving Party, or its Affiliate, in the provision or receiving of a Product hereunder, in each instance relating to the disclosing Party, its Affiliates, and/or its customers which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential, including but not limited to customer proprietary network information. Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party through no wrongful act of the receiving Party; (ii) information that is independently developed by the receiving Party without using any Proprietary Information of the disclosing Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Each Party shall maintain in strict confidence all Proprietary Information of the other. Neither Party shall disclose Proprietary Information to any third person, except a receiving Party shall be permitted, without the disclosing Party's prior written consent, to disclose Proprietary Information to its employees and Affiliates, financial, technical and professional advisors, representatives, contractors, subcontractors and consultants provided that the receiving Party has taken reasonable steps to ensure that such Proprietary Information is kept strictly confidential consistent with the confidentiality obligations hereunder. In addition, Crown Castle may use the Proprietary Information of Licensee to offer and/or discuss additional Products or other Crown Castle products to Licensee unrelated to the Products Licensee currently receives pursuant to this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Form due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

15. NOTICES. Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

Address for Licensee Notices:

Address for Crown Castle Notices:

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department – Networks

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form or as otherwise directed by Crown Castle.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Crown Castle may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

16.12 Disconnection Notice Requirement. Licensee shall submit all requests for disconnection of Products in writing to Crown Castle. The effective date of any such disconnection will be the later of (i) thirty (30) days from Crown Castle's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Crown Castle shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Crown Castle is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

LICENSEE:

CROWN CASTLE FIBER LLC

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT F

ETHERNET SUPPLEMENT TO THE MASTER TELECOMMUNICATIONS LICENSE AGREEMENT LICENSEE: _____

This Ethernet Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **CROWN CASTLE FIBER LLC** (“Crown Castle”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** or Master Service Agreement between Licensee and Crown Castle (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement and any exhibit(s) attached hereto apply to Ethernet licensed to Licensee under an Order Form that specifies Ethernet. This Supplement shall not apply to other products, including dark fiber, wavelength, Internet, or colocation.

1.1 “Ethernet” or “Product” means a method of switched communication between or among two or more Locations using the Ethernet protocol defined by IEEE 802.3. Ethernet may be ordered and provisioned either as On-Net Products or Off-Net Products. Ethernet includes, without limitation, the following types of Products:

- (a) ***E-Line or Fixed Wireless E-Line (if fixed wireless technology is utilized)***: a port-based Product providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs.
- (b) ***Ethernet Virtual Private Line (EVPL) or Fixed Wireless Ethernet Virtual Private Line (EVPL) (if fixed wireless technology is utilized)***: a VLAN based Product providing multiplexed UNIs allowing multiple EVCs per UNI.
- (c) ***Ethernet LAN (E-LAN) or Fixed Wireless Ethernet LAN (E-LAN) (if fixed wireless technology is utilized)***: a VLAN based meshed Product providing many-to-many communication with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN and multipoint Layer 2 VPNs.
- (d) ***Metro-E Advanced Private Line or Fixed Wireless Metro-E Advanced Private Line (if fixed wireless technology is utilized)***: dedicated point-to-point switched Ethernet provided within a metro area over dedicated fiber transport and/or fixed wireless transport if fixed wireless technology is utilized.
- (e) ***ENNI (External Network to Network Interface)***: an interconnection point between the Crown Castle and Licensee Ethernet networks as defined in MEF Specification 26.
- (f) ***Ethernet Integrated with SD-WAN***: is a method of communication between or among two or more Locations using Ethernet protocol defined by IEEE 802.3 and TCP/IP based network connectivity enabling a software defined wide area network, an application aware, policy driven network, delivered by an Edge Device or virtual instance of such device at the Location.

1.2 “Class of Service” or “CoS”: Crown Castle offers CoS with Ethernet. CoS enables Licensee to differentiate traffic by assigning Bandwidth with various classes of network priority designated by Licensee. If Licensee elects CoS, (i) Licensee’s traffic must be marked by Licensee in accordance with Crown Castle’s available classes of network priority, and (ii) Licensee traffic will be prioritized in accordance with the assigned network priority. If Licensee does not elect CoS, Licensee’s traffic will be treated with the default network priority level. Crown Castle offers the following classes of CoS ranging from highest to lowest in terms of network priority:

- Mission Critical
- Business Critical
- Business Priority
- Standard (Default class for all Ethernet)

1.3 **Protection Options.** Ethernet comes with various Protection Options, as described below.

Protection Option	Description	Minimum Location Requirements			
		Space	Power	Environmental Control	Back Up Power
Unprotected (Level A Access)					
1	Level A Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub (or for Metro-E Advanced Private Line or Fixed Wireless Metro-E Advanced Private Line Products - the lateral segments supporting the respective Product) to the point of entry of the Location) is provided over a single transmission path by fiber and/or fixed wireless without protection. Level A Access consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; (iv) a 2-fiber handoff to the Licensee from the Crown Castle Equipment; and (v) one (1) Crown Castle fixed wireless receiver equipment chassis if fixed wireless technology is utilized by Crown Castle for the applicable Product.	(1)	(2)	(4)	Not applicable
Optical Protection (Level AA Access)					
2	Level AA Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub to the point of entry of the Location) is provided over two (2) separate transmission paths by fiber and/or fixed wireless, one of which is the working (primary) path and the other the protect (secondary) path. Crown Castle is responsible for managing the Failover Switching at each Location. Level AA Protection consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; (iv) a 2-fiber handoff to the Licensee from the Crown Castle Equipment; and (v) one (1) Crown Castle fixed wireless receiver equipment chassis if fixed wireless technology is utilized by Crown Castle for the applicable Product.	(1)	(2)	(4)	(6)
Dual Path Protection (Level AAA)					
3	Level AAA Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub to the point of entry of the Location) is provided over two (2) separate transmission paths by fiber and/or fixed wireless, one of which is the working (primary) path and the other the protect (secondary) path. Failover Switching at each Location will be provided by Licensee or by Crown Castle as specified in the Order Form. Level AAA Protection consist of the following minimum requirements at each Location: (i) two (2) separate points of entry into the Location; (ii) two (2) Crown Castle Equipment chassis; (iii) one (1) line card per chassis; (iv) 4-fiber handoff to the Licensee from the Crown Castle Equipment, with two fibers handed off from one of the Crown Castle Equipment chassis and two fibers handed off from the other Crown Castle Equipment chassis; (v) Licensee Equipment must have hardware redundancy (i.e., separate cards, one for one of the 2-fiber handoffs and the other for the second 2-fiber handoff); and (vi) two (2) Crown Castle fixed wireless receiver equipment chassis if fixed wireless technology is utilized by Crown Castle for the applicable Product.	(1)	(3)	(5)	(7)

(1) Secure space for Crown Castle Equipment at each Location with 24x7x365 access.

(2) Dedicated electrical circuit for Crown Castle Equipment (i.e. the circuit has no other load from the Crown Castle Equipment to a circuit breaker) at each Location from the public utility.

(3) Redundant, dedicated electrical circuit at each Location from the public utility (i.e. each power circuit is fed from a different circuit breaker panel and has its own circuit breaker).

(4) For Crown Castle Equipment installed indoors - Substantially dust free with temperature control that maintains temperature between 50 and 80 degrees Fahrenheit and humidity control that maintains relative humidity below 80%.

(5) For Crown Castle Equipment installed indoors - Substantially dust free with temperature control that maintains temperature between 60 and 80 degrees Fahrenheit and humidity control that maintains relative humidity between 40% and 60%.

(6) Crown Castle (or Licensee if the Parties agree) to install and maintain a minimum of four (4) hours of standby power.

(7) Crown Castle (or Licensee if the Parties agree) to install and maintain a minimum of eight (8) hours of standby power and Licensee shall provide emergency power generation.

2. ADDITIONAL DEFINITIONS

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Licensee.

“Ethernet Virtual Connection” or “EVC” is a logical connection between two or more UNIs.

“Failover Switching” means the automatic restore and reroute of a Product to an alternate transmission path.

“Location” is an address wherein Crown Castle will hand off Ethernet to Licensee.

“Product Availability” means the percentage of minutes during a calendar month that the licensed Product has not incurred a Product Outage. Product Availability is calculated as follows: (43,200 - total number of minutes of Product Outage during the calendar month) divided by 43,200.

“Product Credit” means a credit that Licensee is eligible to receive if Crown Castle fails to meet the parameters set forth in Section 5.2 below.

“Product Outage” means a complete interruption of communications between any two (2) or more Locations.

“Product Performance Failure” means a failure of the Product to meet any performance parameters set forth in Section 5.2(B) through 5.2(D) below. Product Performance Failure is not a Product Outage.

“User Network Interface” or “UNI” means the interface used to interconnect Licensee to the Crown Castle Network which provides a reference point for demarcation between the Licensee’s network and the Crown Castle Network.

“Virtual Local Area Network” or “VLAN” means a data communication network, configured using the IEEE 802.1q standard that logically interconnects computers and network devices, allowing a group of hosts to communicate, regardless of Location, as if they were attached to the same physical media.

“VPN” means a virtual private network.

3. SPECIFICATIONS

3.1 The Specifications applicable to Ethernet are as follows:

Technical Specifications:

- IEEE 802.3

4. USE BY LICENSEE

4.1 Interstate Traffic. Licensee acknowledges that Crown Castle has no ability to determine whether the communications traffic carried via the licensed Ethernet is jurisdictionally interstate or intrastate. Licensee acknowledges and agrees that the communications traffic to be carried via the Crown Castle Network shall be treated as jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed-use “10% Rule” (47 CFR 36.154, 4 FCC Rcd. 1352), unless Licensee provides timely written certification on Crown Castle’s prescribed form that the traffic is jurisdictionally intrastate under the 10% Rule.

4.2 Permitted Use. Licensee may use the Ethernet for its own use. Licensee shall be solely liable and responsible for the content of any communications transmitted via the Ethernet.

5. SERVICE LEVEL AGREEMENT

5.1 Product Service Level. Subject to this Section 5, in the event of a Product Outage to any licensed Ethernet or a Product Performance Failure, Licensee may be entitled to a Product Credit in accordance with the applicable Service Level Objective set forth in Section 5.2 below. A Product Outage, or Product Performance Failure as the case may be, shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the same or Crown Castle's receipt of notice from Licensee of the same, and end when the Product is operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, the Agreement or any Order Form, in no event shall a Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

5.2 Service Level Objectives.

A. Product Availability

If the total minutes of Product Outage in any month exceeds the number of minutes or hours set forth in the table below, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

Quality Level		Product Availability Objective	Measurement Timeframe	Product Credit	
				Cumulative Duration of Product Outage(s)	% of MRC
On-Net - Level A Access					
1	Product Availability	99.9%	One Month	0 to 43.2 mins.	0%
				>43.2 mins. to 10 hrs.	5%
				>10 hrs. to 16 hrs.	10%
				>16 hrs. to 24 hrs.	20%
				>24 hrs. to 36hrs.	40%
				> 36 hrs.	50%
On-Net - Level AA Access					
2	Product Availability	99.99%	One Month	0 to 4.32 mins.	0%
				>4.32 mins. to 30 mins.	5%
				>30 mins. to 1 hr.	10%
				>1hr. to 8 hrs.	20%
				>8 hrs. to 16 hrs.	30%
				>16 hrs. to 24 hrs.	40%
				>24 hrs.	50%
On-Net - Level AAA Access					
3	Product Availability	99.999%	One Month	0 to 43 secs.	0%
				> 43 secs. to 4 mins.	5%
				>4 mins. to 10 mins.	10%
				>10 mins. to 2 hrs.	20%
				>2 hrs. to 8 hrs.	40%

B. Network Latency

"Network Latency" is the average round-trip transmission time (in milliseconds) for packets to travel on the Crown Castle Network (including, but not limited to, link insertion delays, propagation delays and queuing delays in the Crown Castle Network). Network Latency is determined by Crown Castle by averaging sample measurements taken each calendar month between Crown Castle's designated points of presence.

If Network Latency in any month exceeds the number of milliseconds set forth in the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

NETWORK LATENCY				
	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
>120ms	10%	20%	30%	50%

C. Frame Delivery Rate (Packet Delivery)

“Frame Delivery Rate” is the ratio of performance test frames successfully received from the Crown Castle Network relative to the number of performance test frames offered to the Crown Castle Network. Frame Delivery Rate is determined by Crown Castle by averaging sample measurements taken each calendar month between Crown Castle’s designated points of presence.

If Frame Delivery Rate in any month is less than the percentages set forth in the left column of the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

FRAME DELIVERY RATE				
	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
99.999% or greater	No Credit	No Credit	No Credit	No Credit
99.99% to 99.998%	No Credit	No Credit	No Credit	10%
99.9% to 99.98%	No Credit	No Credit	10%	20%
99% to 99.8%	No Credit	10%	20%	30%
Less than 99%	10%	20%	30%	50%

D. Frame Delay Variation (Jitter)

“Frame Delay Variation”, also known as packet jitter, is a measurement of the average variation (measured in milliseconds) in the time delay for packet transfers between two performance test frames. Frame Delay Variation is determined by Crown Castle by averaging sample measurements taken each calendar month between designated points of presence.

If Frame Delay Variation in any month exceeds the number of milliseconds set forth in the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

FRAME DELAY VARIATION				
	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
2ms or less	No Credit	No Credit	No Credit	No Credit
>2ms to 3ms	No Credit	No Credit	No Credit	10%
>3ms to 4ms	No Credit	10%	15%	30%
>4ms	10%	20%	30%	50%

5.3 Product Credits. Product Credits hereunder are calculated as a percentage of the MRC set forth in the Order Form, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits hereunder may be paid only once per any given billing cycle. Product Credits issued to Licensee hereunder shall be Licensee’s sole and exclusive remedy at law or in equity on account of any Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product. Product Credits will not be issued to Licensee if Licensee’s account with Crown Castle is in arrears. If an incident affects the performance of the Product and results in a period or periods of interruption, disruption, failure or degradation in quality, entitling Licensee to one or more credits under multiple quality level standards, only the single highest credit with respect to that incident will be applied, and Licensee shall not be entitled to credits under multiple quality level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products; in the event of a Product Outage or Product Performance Failure, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying provider(s) for such Product Outage or Product Performance Failure, in lieu of the above-stated Product Credits. In no event shall Product Credits in any month for any

and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Product Outage or Product Performance Failure) exceed fifty percent (50%) of the MRC for the affected Product for that month.

5.4 Product Credit Request. Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event which gives rise to Licensee's right to the Product Credit. Failure to request a Product Credit within such period shall constitute a waiver of any claim for a Product Credit.

5.5 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, Product Performance Failure, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, Licensee's end user equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Crown Castle;
- d. Election by Licensee, after requested by Crown Castle, not to release the Product for testing and repair;
- e. Crown Castle's inability to obtain access required to remedy a defect;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event;
- i. Unavailability of spectrum not due to the fault or negligence of Crown Castle when fixed wireless is utilized in the provisioning of the Product;
- j. Unavailability of required Licensee personnel, including as a result of Licensee's failure to provide Crown Castle with accurate, current contact information;
- k. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement; and/or
- l. Crown Castle's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

LICENSEE:

CROWN CASTLE FIBER LLC:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Additional Terms and Conditions for Ethernet Integrated with SD-WAN Products

This **Exhibit A** is hereby incorporated into the Ethernet Supplement as of the Supplement Effective Date, and the following terms and conditions of **Exhibit A** shall only apply to Ethernet Integrated with SD-WAN Products provided by Crown Castle to Licensee.

1. ADD-ON OPTIONS

- (a) **High Availability:** Dual Edge Devices deployed at the Location setup in a configuration to provide redundancy. The Edge Devices, deployed in a high availability configuration, are connected to each other with a fallback mechanism based on pre-determined policies.
- (b) **Next-Gen Firewall:** Additional security features to the Ethernet Integrated with SD-WAN Product, namely SSL inspection, URL and IP reputation and filtering, and L7 application controls.
- (c) **Unified Threat Management:** Additional security features to the Ethernet Integrated with SD-WAN Product, namely anti-virus protection, intrusion detection system (IDS), intrusion prevention system (IPS), file filtering, and SSL decryption and encryption.

2. ADDITIONAL DEFINITIONS

“Edge Device” means Crown Castle Equipment which can be physical or virtual and is part of the Ethernet Integrated with SD-WAN Product solution.

“Logical Changes” means Licensee requested basic modifications or changes performed remotely by Crown Castle’s Network Operations Center to the Ethernet Integrated with SD-WAN Product following the installation and delivery of such Product including, but not limited to, changes to routing tables.

“Network Controller” means the Crown Castle Equipment which provides physical or virtual device management for all Edge Devices associated with the controller.

“Software” means software which is embedded in the Edge Device and used in connection with the Ethernet Integrated with SD-WAN Product.

3. SPECIFICATIONS

The Specifications applicable to Ethernet Integrated with SD-WAN Products are as follows:

- (i) **Technical Specifications:** IEEE 802.3
- (ii) **IP Address Allocation:** The Edge Device may use one or more IP address blocks depending on the number of transport services at the Location. Each Ethernet Integrated with SD-WAN Product will have a unique IP address block.
- (iii) **Network Traffic Management:** Crown Castle’s network traffic policies will restrict the traffic flows to the subscribed committed information rate (“CIR”) in connection with the Ethernet Integrated with SD-WAN Product.

4. IMPLEMENTATION AND CONFIGURATION

4.1 Configuration and Pre-Installation Technical Documentation. Licensee shall reasonably cooperate with Crown Castle in the installation and configuration of the Ethernet Integrated with SD-WAN Product, and Licensee shall also assist in the completion of technical documentation prior to commencement of installation of the Ethernet Integrated with SD-WAN Product. The documentation provides Crown Castle with the information needed to design and configure the Ethernet Integrated with SD-WAN Product, including, but not limited to, access type and bandwidth, local area network and wide area network (“WAN”) design, number of users, and traffic types and priorities.

4.2 Licensee Responsibilities. Licensee will provide: (i) an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit, and humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit; (ii) power including UPS AC power equipment, circuit sizing to be determined, if applicable; (iii) emergency local generator backup service, if applicable; (iv) if interfacing with a third party IP service, provide, install and maintain a device that is capable of routing network traffic between the Ethernet Integrated with SD-WAN Product and the Licensee’s WAN; and (v) a

point of contact for installation, Ethernet Integrated with SD-WAN Product activation, notices for Product Outages, configuration assistance, and any maintenance activities. Licensee is solely responsible for designating authorized Licensee representatives in connection with Licensee's use of the Ethernet Integrated with SD-WAN Product, account access, maintenance, and configuration permissions associated with the Ethernet Integrated with SD-WAN Product. Licensee shall promptly notify Crown Castle of any changes to permissions related to Licensee's authorized representatives on file with Crown Castle. In addition, Licensee is responsible for the performance of the applicable functions set forth on the Responsibility Matrix in Section 9 below.

4.3 Cross-Connections. As necessary for interconnection of the Ethernet Integrated with SD-WAN Product with service provided by others, Crown Castle may request (as applicable), and Licensee will provide to Crown Castle, circuit facility assignment information and design layout records necessary to enable Crown Castle to make the necessary cross-connection between the Ethernet Integrated with SD-WAN Product and Licensee's other service(s) from other provider(s). Crown Castle may charge Licensee non-recurring and monthly recurring cross-connect charges to make such connections.

4.4 Security Monitoring and Mitigation. Crown Castle monitors the Edge Device utilized in connection with the Ethernet Integrated with SD-WAN Product. Crown Castle does not provide monitoring of security events, any security event mitigation or advice regarding security issues or threats. Upon request by Licensee, Crown Castle will modify the configuration of the Ethernet Integrated with SD-WAN Product in accordance with the specifications provided by Licensee to attempt to mitigate security events and security threats identified by Licensee. Crown Castle's sole obligation is to implement the configuration settings requested by Licensee. Crown Castle makes no guarantees with respect to the detection or blocking of viruses/worms/malware or any other types of attacks, and is not responsible for any malicious data that may be transmitted over the Ethernet Integrated with SD-WAN Product.

4.5 Crown Castle Responsibilities. Crown Castle is responsible for the performance of the applicable functions as set forth on the Responsibility Matrix in Section 9 below. The Demarcation Point for the Ethernet Integrated with SD-WAN Product is the port on the Edge Device.

4.6 Proprietary Rights and Permitted Use. Licensee may use the Ethernet Integrated with SD-WAN Product(s) only for its own internal use. Licensee shall not assign, sell, transfer, distribute, lease, sublease, license, sub-license, or otherwise grant a right to use the Ethernet Integrated with SD-WAN Product to any third party. Licensee shall not use or copy any Software except as expressly permitted in the Agreement. Except to the extent such restrictions are not permitted under applicable law, Licensee agrees not to modify, adapt, alter, decompile, disassemble, reverse assemble, reverse engineer or otherwise attempt to derive source code for the Edge Device, Software or any other aspect of the Ethernet Integrated with SD-WAN Product. Licensee may not distribute, license, lease, rent, loan, or otherwise transfer the Software. Licensee shall not create derivative works based on the Software. Licensee may not export the Software or the underlying technology in contravention of the applicable U.S. and foreign export laws and regulations. Licensee acknowledges and agrees that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Crown Castle and its licensors. Any Software provided hereunder is licensed only and is subject to this Supplement, and Crown Castle or its providers retain title in all copies of the Software. Licensee will not obtain title to, or ownership of any intellectual property rights in the Software or any copies thereof. Licensee's rights in the Software will be limited to those expressly granted in this Supplement. Crown Castle reserves all rights not expressly granted to Licensee under this Supplement.

4.7 Content and Transportation of Ethernet Integrated with SD-WAN Product. Licensee accepts that Crown Castle does not control or operate the content that is transmitted or transported via the Ethernet Integrated with SD-WAN Product(s), and Licensee shall be solely liable and responsible for the content, data and communications applicable to the Ethernet Integrated with SD-WAN Product. Licensee acknowledges that Crown Castle will have network access to communicate with the Edge Device for purposes such as authentication and Software updates; and will have access to, and may utilize for any purpose all information regarding networking characteristics, usage, performance and related information involved in the use of the Ethernet Integrated with SD-WAN Product ("Key Performance Indicators" or "KPI"). Crown Castle will protect this KPI, and will not divulge to anyone outside of Crown Castle, or its subcontractors and agents, unless required by law via a subpoena.

4.8 Fraudulent Use of Product. Crown Castle shall not be held liable for any usage, charges and/or damages resulting from Licensee's fraudulent or unauthorized use of the Ethernet Integrated with SD-WAN Product, Software and/or Edge Devices. Licensee will not use the Ethernet Integrated with SD-WAN Product in any unlawful, abusive, or fraudulent manner. If Crown Castle has reason to suspect Licensee is abusing the Ethernet Integrated with SD-WAN Products or using them fraudulently or unlawfully, Crown Castle reserves the right to immediately suspend, restrict, or terminate the Ethernet Integrated with SD-WAN Products without notification. In such an event, Licensee will be held liable for all usage, including but not limited to, any and all fraudulent usage.

5. ETHERNET INTEGRATED WITH SD-WAN LICENSEE PORTAL

Crown Castle will provide the Licensee with a password-protected web portal to view performance information regarding Licensee's Ethernet Integrated with SD-WAN Product.

6. FEES FOR ETHERNET INTEGRATED WITH SD-WAN PRODUCTS

In the event that amounts charged to Crown Castle under its underlying third party reseller agreement are increased in connection with the Ethernet Integrated with SD-WAN Products, Crown Castle shall have the right to charge Licensee for such increase, which shall be added to the MRCs to be paid by Licensee for the applicable term. In the event of any such increase, Crown Castle will provide prior written notice to Licensee, and any such increases in charges will not take effect until Licensee's receipt of such notice.

7. EMERGENCY BLOCKING

The Parties agree that if either Party, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, then the applicable Party may block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements and after engaging in reasonable and good faith efforts to notify the other Party of the need to block. Any such blockage will be without any liability or obligation to the other Party. The Parties further agree that none of their respective obligations to each other under the Agreement, Supplement and Order Form will be affected by such blockage, except if Licensee is the Party being blocked, then Licensee will not be obligated to make payments for the circuit(s) which is so blocked until such time as the blockage is removed.

8. CHANGES

During the Product Term, Crown Castle will perform certain Crown Castle configuration changes with respect to the Ethernet Integrated with SD-WAN Product upon request by Licensee, following installation and delivery of the Ethernet Integrated with SD-WAN Product and subject to additional charges, certain charges of which are detailed below.

Change Type	Time of Day	Rates Per Incident (Charged per Product)
Technician dispatch	7:01 AM to 6:59 PM	\$250 per hour, 4-hour minimum
Technician dispatch	7:00 PM to 7:00 AM	\$375 per hour, 4-hour minimum
Logical Changes – Remote	7:01 AM to 6:59 PM	\$200 per hour, 1-hour minimum
Logical Changes – Remote	7:00 PM to 7:00 AM	\$300 per hour, 1-hour minimum

The charges above may be increased once per contract year upon notice to Licensee by the percentage increase, if any, in the Consumer Price Index – Urban Wage Earners and Clerical Workers (U.S. City Average, All Items, Base 1982-1984 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics.

9. RESPONSIBILITY MATRIX - ETHERNET INTEGRATED WITH SD-WAN PRODUCT

Function	Crown Castle	Licensee
Strategic direction		X
Appropriate space, power, operating environment		X
Network design	X	X
Monitoring	X	
Fault isolation	X	
Fault restoration – Physical	X	
Fault restoration – Logical	X	
Break fix maintenance	X	
Change management – Physical	X	
Change management – Logical	X	
Configuration back-up	X	
Security policy and updates	X	
Utilization reporting	X	

SLA Overview

Crown Castle has included a copy of Ethernet supplement, which include our SLA specifications. Please refer to our upload on the BonFire Hub Portal.

Crown Castle is committed to network excellence and superior customer support. We take pride in our customer-first culture which is reflected in the design of your solution, to service delivery, to pro-active service monitoring, and to on-going support. Any service affecting disruptions immediately trigger a new trouble ticket, emergency remediation, and a follow-up with the affected customer(s). Monitoring services vary by service but may include both in and out of band management, environmental conditions, and port activity and status.

If any problem is experienced, the Network Operations Center should be notified immediately by the customer. Upon receiving the report, Crown Castle's NOC will immediately begin coordinating efforts to make the appropriate troubleshooting, repairs, and restore service. A Crown Castle NOC technician will provide with timely and continuous updates through the entirety of the service inquiry.

Crown Castle Business Continuity

Today, there are many steps already being taken and actions defined within Crown Castle's standard operating policies and procedures that serve or act as business continuity guidelines.

- Diversity in Network Operations Centers from a systems and connectivity perspective, as well as geography.
- All NOC systems are supported by secondary power supplies, both UPS and generator.
- All NOC technicians are equipped with full remote secure logins and voice capability for remote access in all regions to perform their duties and responsibilities.
- Each region maintains maintenance spares depot for all core equipment technology hardware deployed within the network and region. Lessens our dependency on the manufacturer and decreases MTTR (mean time to repair).
- Operations team has a clear escalation and call-out policy and plan that is updated and reviewed weekly to determine coverage and back-up requirements.
- Emergency call-out agreements with retainer fees are established with prime vendors in all regions for support of the physical plant. This includes spare components and fiber cable to handle any network impact.
- All network equipment configurations are backed up and archived to facilitate immediate restoration in the event of network element failure.
- Establish a crisis conference bridge for all updates and information sharing during any event.

Network Management Services for Monitoring and Alerting

Geographic Diverse Locations

Generator & UPS Protected Facilities
On-Net Network Connectivity

- Canonsburg, Pennsylvania
- Melville, New York
- Rochester, New York
- Doral, Florida

Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

Network Operations Center Systems and Tools

IBM Tivoli NETCOOL Network Management System

- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

Microsoft Dynamics CRM Ticketing System

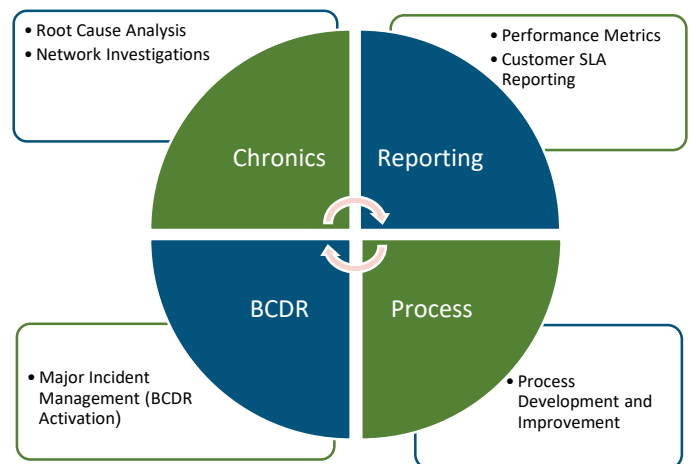
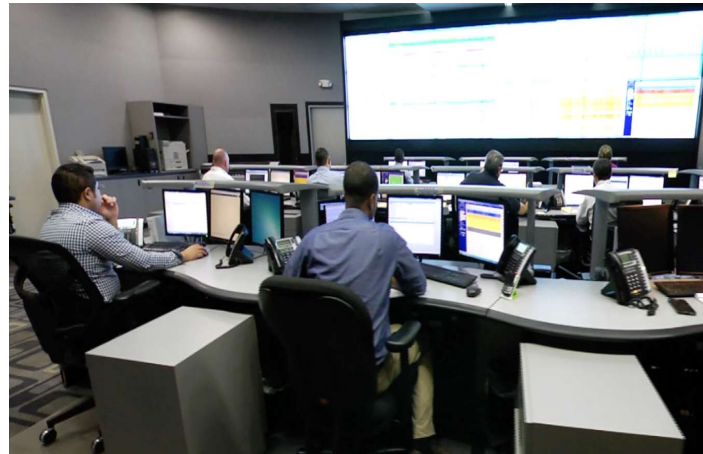
- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets.

Customers may report problems by:

- Calling our NOC: 855-93-FIBER
- Via Email: FiberSupport@CrownCastle.COM
- Through the CCF Portal

Systems & Tools

- Microsoft CRM
- NETCRACKER
- OSP Insight GIS System
- Operations Data Warehouse
- Traffic / Taper Reporting Tool



MTTR:

Priority descriptions and response times are:

Priority 1: Services are down or severely degraded to the point of unusable. Continuous effort is applied until services are restored.

Time to repair: 4 hours

Status Update Frequency: 1 hour

Priority 2: Services are in simplex condition (working or protect path down, but still operational) or service is errored but not to the point of service disrupting. Efforts made to restore service would be limited to those efforts that will not worsen the condition. Service affecting repair efforts would be reserved for scheduled, agreed upon, maintenance windows.

Time to repair: 10 hours

Status Update Frequency: 2-4 hours

Priority 3: Non-Service affecting issues, requests for information, root cause analysis of previous service disruption that has cleared, requests for changes to service.

Time to repair: N/A

Status Update Frequency: N/A

Please reference the NOC Escalation List below:

#	Title	Name	Email	Office #	Cell #
1st	Shift Managers	On duty	FiberSupport@crowncastle.com	Primary: 1-855-93-FIBER Secondary: (844) 583-4237 Non-toll free: (845) 458-7799	
2nd	Manager, NOC Operations	Tommy Fay	Thomas.Fay@crowncastle.com	(631) 300-3783	(516) 987-3578
	Manager, NOC Operations	Steve Cassianos	Steve.Cassianos@crowncastle.com	(212) 337-4083	(646) 745-4023
3rd	Sr. Manager, NOC Operations	Miles O'Shaughnessy	Miles.OShaughnessy@crowncastle.com	631) 300-3781	(631) 774-2412
4th	Director, Network Assurance	Steve George	Stephen.George@crowncastle.com	(978) 268-9370	(781) 254-8795
5th	Vice President, Network Operations	Sheldon Jordan	Sheldon.S.Jordan@crowncastle.com	(786) 701-7404	(305) 206-2976
6th	SVP Project Delivery and Design and Construction - Fiber	Karen Rohrkemper	Karen.Rohrkemper@crowncastle.com	(281) 640-3651	(513) 478-4448

Our standard practice for Change Management/Maintenance events is to proactively notify affected customers a minimum of 1 week in advance for any planned maintenance events. Emergency events are the exception. You may also contact your assigned Client Service Manager for this and other requests, such as: billing, moves, adds, and changes.

Change Management/Maintenance

Change Management's (CM's) mission is to coordinate and manage maintenance events within Crown Castle's Network to maximize network availability, to minimize disruption to its customer base, and to ensure that each affected customer receives timely notification of scheduled, service-affecting (SA) maintenance events.

Crown Castle's standard maintenance window is defined as 00:01 to 06:00 for all Service Affecting activities.


If a service-affecting maintenance event is scheduled, Crown Castle's Change Management Department will notify its impacted customers in advance of the pending maintenance event using the following guidelines:

- **Service Affecting Maintenance:**
 - **Minimum of 10 business day advance notice *****
- **Emergency:**
 - **As much notice as possible**
- **Vendor or SA Maintenance:** Crown Castle will send customer notifications no less than 10 business days in advance of the scheduled maintenance event, including scheduled vendor-initiated events. If Crown Castle does not receive more than 10 business days' notice from its vendors, Crown Castle will attempt to reschedule. If Crown Castle is unsuccessful, Crown Castle will provide customers as much notice as possible. If scheduling conflicts arise, Crown Castle will work with its vendors in an attempt to reach a mutually-agreed-upon reschedule date (whenever possible).
- **Emergency Maintenance:** In the event of a network emergency (active or pending), Crown Castle will provide customers affected by the maintenance as much notice as possible. Change Management will review emergency maintenance scheduling with senior CM management as required.
- **Maintenance Cancellation or Rescheduling:** Crown Castle will provide customers with as much notice as possible when maintenance events are either cancelled or rescheduled. Should the need to reschedule a maintenance event arise, the new date will adhere to the policies, as if it were a new maintenance request.
- **Status Notifications.** Crown Castle will send status notices to its customers at the beginning and completion of each maintenance.

***Crown Castle will work with its clients to attempt to reschedule an event if requested.

Crown Castle Customer Center Portal

The Customer Center portal provides around the clock access to information about your services from Crown Castle, including Billing, Orders, Services, Trouble Tickets/NOC Support and your Account Team contacts. Below are some sample screen shots.

**CROWN
CASTLE**

FIRST.LAST@CROWNCastle.COM ACCOUNT NAME LOG OUT

CUSTOMER CENTER


1-855-93-FIBER

BILLING- ORDERS SERVICES- DOCUMENTS SUPPORT- ACCOUNT TEAM

MY PROFILE ACCOUNT ADMIN - ADMIN - USER ACTIVITY-

BILLING

View and print up to six months of billing history. View and print up to six months of billing history.




RECENT INVOICES

ALL INVOICES >

ORDERS


View order history and current order status.



ALL ORDERS >

SERVICES


View service history, details, and statuses.



ALL SERVICES >

DOCUMENTS


View Portal documents.



DOCUMENTS>

SUPPORT

View up to six months of support ticket history and statuses.



GET SUPPORT >

How do I use this page?

NOTIFICATION CENTER

You have 0 message(s).

NO MESSAGES >

© 2023 Crown Castle. All Rights Reserved
Crown Castle Acceptable Use Policy
Crown Castle Ethics Policy

Crown Castle Contacts
Crown Castle NOC: 1-855-93-FIBER
Crown Castle Billing: 1-855-91-FIBER - Option 3

Services Screen: Circuit View example. Click any circuit to see specific Service Details

Circuit ID	Service Number	Order Number	Speed	Change Log	DDoS
123456-ABCD-AA		0123456	1Gbps	123456-WAVE-ABC	
123457-ABCD-AA		0123457	10Gbps	123457-WAVE-ABC	
123458-ABCD-AA		0123458	1Gbps	123458-INET-ABC	
123459-ABCD-AA		0123459	2Gbps	123459-INET-ABC	
123460-ABCD-AA		0123460	100GigE	123460-INET-ABC	
123461-ABCD-AA				123461-INET-ABC	
123462-ABCD-AA				123462-WAVE-ABC	
123463-ABCD-AA		0123463	10Gbps	123463-WAVE-ABC	
123464-ABCD-AA		0123464	1Gbps	123464-WAVE-ABC	
123465-ABCD-AA		0123465		123465-INET-ABC	

Sort Ascending

Sort Descending

Columns

Unlock

Lock

Filters

Page 1 of 75

Displaying circuits 1 - 10 of 744

Open NOC ticket on any circuit.

Use advanced filters to search. Begin typing any circuit ID to locate specific ID.

Orders Screen: Here you will find pending and completed order information. Need status of a current order? Simply click on the Order# in column 1 and it will then show all information pertaining to that order.

Orders

Order #	Account	Order Type	Status	Legacy Order #	Term in Months	Creation Date
0123456		Renewal/Repro...	Validation	2022-01234	36	Jul 14, 2022
0123456		Change	Validation	2022-01234	3	Jul 12, 2022
0123456		Change	Validation	2022-01234	3	Jul 12, 2022
0123456		New Service	Provisioning	2022-01234	60	Jul 08, 2022
0123456		New Service	Provisioning	2022-01234	36	Jun 15, 2022
0123456		Change	Complete	2022-01234	23	Jun 02, 2022
0123456			Provisioning	2022-01234	36	May 28, 2022
0123456	Company Name	New Service	Provisioning	2022-01234	36	May 28, 2022
0123456	Company Name	New Service	Complete	2022-01234	18	May 17, 2022
0123456		Change	Complete	2022-01234	18	May 17, 2022

Advance/Go Back by page when searching numerous records.

Use advanced search features to sort or filter by status. Contact your account team for order type definitions.

Support Screen: This section of the site will allow you to create a new ticket, view pending and closed tickets, and interact directly with the NOC via integrated messaging.

Link to specific ticket detail.

Use advanced filters to narrow results.

Sort by circuit ID.

Ticket #	Status	Trouble Reported	Start Date	Service Number	Circuit ID	Customer Circuit ID
CCF12345678	In Progress	Sort Ascending	Jun 21, 2022	S 123456	123456-ABCD-E...	2022-12345
CCF12345678	In Progress	Sort Descending	Jun 21, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed	Columns	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed	Unlock	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	In Progress	Lock	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed	Filters	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed	Service Down			123456-ABCD-E...	
CCF12345678	Closed	Service Down			123456-ABCD-E...	
CCF12345678	Closed	Power			123456-ABCD-E...	2022-12345

Displaying orders 1 - 10 of 321

NOC Messaging Screen: Create Notes and view comments history.

Create Note:

Submit

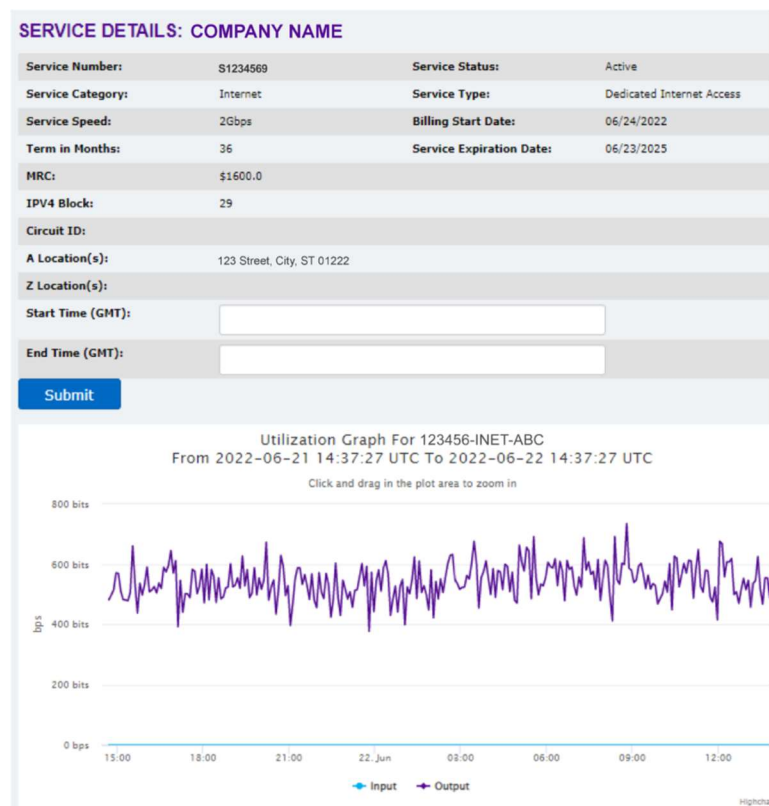
Customer Updates

Crown Castle Comment At: 2/9/2022 10:09 AM

Hello Valued Customer: The Crown Castle Fiber NOC received alarms indicating CPE Lost Power/Dying Gasp/Unrecoverable condition (e.g. a power failure) has occurred in CPE/Link Down. Please advise if there is any work or maintenance being performed that could be impacting this service. Please also verify power and equipment on site. You can get back to us at 855-933-4237 or by replying to this message. Thank you. Crown Castle Fiber Network Operations Center Results: Message sent successfully.

[<< Back to Tickets](#)

Service Utilization Statistics Screen: Utilization graphs are real-time statistics that allow you to monitor and manage your E-Line and Internet service bandwidth more effectively. You will be able to see your information in easy-to-view graphs, and you can display your information across multiple time periods:



***The above utilization graph is only an example. The Service Utilization Statistics Screen varies in certain Crown Castle Markets.

These graphs are useful for:

- Long Term Capacity Planning - Analyze your bandwidth across time to plan long-term resource allocation across your entire network.
- Short Term Capacity Management - View real-time graphs to understand how data is traversing your network and optimize your connections accordingly.
- End-User Experience Management - Make sure your internal customers are satisfied by detecting performance fall-off early and taking preemptive action to resolve service degradations before end-users are impacted.
- Non-Intrusive Visibility - Unlike other network reporting tools, Crown Castle Network Statistics does not need an in-line probe. The equipment that we deliver your bandwidth on supports Network Reporting.
- Executive Reporting - Provide easy-to-view graphs of your network to your internal customers.

Crown Castle Utilization Bandwidth graphing is just one more tool that Crown Castle provides. It empowers you and your organization to more effectively deploy, manage, solve, and optimize your network environment.

Workload and Scheduling

Implementation Services Plan

Project Managers (PMs) are responsible for managing the delivery of services to Crown Castle customers. The PM role is comprised of four stages - Order Validation, Order Kickoff, Service Provisioning and Order Completion.

Project Managers (PMs) will:

- Coordinate and lead customer meetings, including customer kick-off calls and regularly scheduled customer status update calls.
- Manage the activities of internal Crown Castle operational and engineering groups to ensure proper planning, communications, and implementation of solutions.
- Communicate customer requirements to other project stake holders to achieve required results.
- Perform critical path analysis for projects to identify and manage all aspects of the service deployment and mitigate identified risks.
- Develop a relationship with the customer and serve as the primary point of contact for project status and deliverables.
- Resolve issues in a timely fashion as they present themselves during the project interval.
- Upon project completion ensure project documents are complete, accurate, and archived appropriately. Deliver all required customer turn-up documentation to identified point of contact.

Project Plan

Summarized below are the “key” milestones and activities that make up a significant portion of the implementation timeline for network installation. The plan below is flexible, and Crown Castle can adjust to meet the needs of the customer should you desire to meet with a project manager and other project team members more or less often.

“Key” milestones associated with the Project Plan:

Kickoff meeting: Once a signed contract is received, the designated project manager is assigned to the project and will schedule a kickoff meeting with all parties involved in the installation. Timelines and milestones will be discussed and agreed upon. Space and electrical requirements will be discussed for each individual site. Priority sites will be identified and receive precedence. Ongoing updates will be provided by the assigned project manager.

Aerial Network Extensions: This activity covers all required engineering, design, and documentation, the formal Right of Way and Municipal consent applications and approvals and the physical installation of the fiber optic cabling on utility infrastructure.

Building Entry Construction: Crown Castle will perform site surveys and document all engineering and construction work required to physically install the fiber optic network including outside conduit and inside extended wiring.

Splicing Termination and Testing: This activity takes place once construction of the aerial network and building entries are completed. Proposed WAN undergoes testing, acceptance and turn up.

Turn Over and Billing: Crown Castle will coordinate all testing of the network with the customer. Once the WAN is performing as contracted, Crown Castle will turn over the network to the customer and initialize billing.

Each of the above milestones includes numerous activities that will be completed by Crown Castle across the design/engineering and construction of the network:

System Design/Engineering

Crown Castle shall provide complete design services. These services include:

Fiber Route: The Fiber Route consists of all buildings, streets, poles, conduits and manholes used for routing connectivity. The routing includes:

- Overall Route Survey
- Trunk and Lateral Cabling Distances
- Pole & Span Measuring
- Conduit Evaluations
- Drafting and Strand Maps
- Ownership Submittals

Make Ready: Make Ready consists of all engineering and submittals for making the system compliant with the utilities guidelines for attaching or having fiber cable in the communications space. The make ready engineering specifies:

- Cable Clearances
- Utility Pole Replacement
- Conduit and Pole Permits

Service Entrance: Service Entrance Engineering determines where the service enters and terminates in a structure. The Service Entrance Engineering includes:

- Service Entrance Surveys
- Service Entrance Drawings

System Construction

Crown Castle shall provide all construction and make ready necessary to establish the service. The following procedures will be taken prior to installation:

- Develop a comprehensive overall design package
- Obtain all necessary permits
- Organize and direct pre-construction meetings
- Obtain all necessary insurance and bonding

Our service during the installation phase includes:

- Initial Project kick-off review meeting with the customers project staff
- Site visits with the customers project staff
- Contract schedule and equipment delivery monitoring
- Shop drawings and submittals review
- System design updates
- Make-ready pole work
- Demarcation extensions in each building to the predetermined equipment rack location
- System stranding and accessories
- Optical cabling and accessories to provide single mode fiber to each building
- Splicing
- Final system testing
- Power Meter
- OTDR

Loss Estimates: The Loss Estimates will be calculated based on the actual field conditions and will show the estimated loss and dispersion characteristics for each link. The calculations show:

- Fiber Optic Attenuation
- Fiber Optic Connector Loss
- Splice Loss
- Total Passive System Attenuation
- Chromatic Dispersion (ICB)

Test and Accept Example

At the completion of the Fiber Engineering and Provisioning tasks, Field Operations will be dispatched to complete the required Customer Premise Equipment (CPE) installation and RFC 2544 testing of the circuit (sample RFC testing below). Crown Castle's dedicated Test and Turn Up group will work with Field Operations in the testing stages and with the customer for turn-up and acceptance.

Sample Test Results:

RFC 2544 Ethernet Test Report

Configuration Name	1g test
Customer	NYSE-Euronext
Technician	Adam Cohen
Location	777 Central Blvd
Comments	36244-et
Date	09/28/2012
Time Start	04:54:17 PM
Time End	05:09:46 PM
RFC 2544 Mode	Symmetric
Test Instrument Name	T-BERD/MTS5800
Serial Number	WMDF0100820045
Software Revision	BERT 3.0

RFC 2544 Ethernet Test Report

Test Set Setup

Termination	1GigE Layer 2 Traffic Term
Pause Advrt	Both
FDX Capable	Yes
HDX Capable	Yes
Framing	DIX
Encapsulation	None
Source Address	00:80:16:8A:69:90
Destination Address	00:80:16:8A:69:9D

Auto Negotiation Status

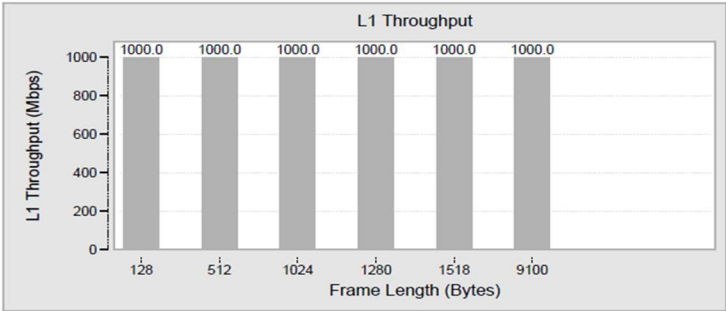
Pause Capable	Both Rx and Tx
FDX Capable	Yes
HDX Capable	Yes

Test Configuration

Tests to Run	Throughput Latency (RTD) Frame Loss Rate
Maximum Test Bandwidth	1000.00 Mbps
Frame Lengths	128, 512, 1024, 1280, 1518, 9100
Bandwidth Measurement Accuracy	To within 0.01 (Mbps)
Throughput Zeroing-in Process	RFC 2544 Standard
Throughput Frame Loss Tolerance	0%
Throughput Trial Duration	20 seconds
Throughput Pass Threshold	Not Selected
Number of Latency (RTD) Trials	2 trials
Latency (RTD) Trial Duration	20 seconds
Latency (RTD) Load	100%
Latency (RTD) Pass Threshold	Not Selected
Frame Loss Test Procedure	RFC 2544
Frame Loss Trial Duration	20 seconds
Frame Loss Bandwidth Granularity	100 Mbps

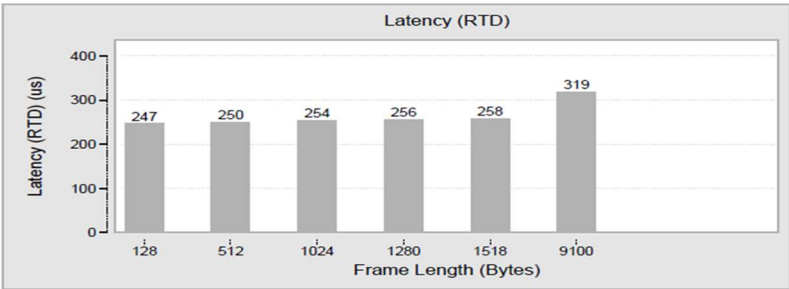
RFC 2544 Ethernet Test Report

Throughput Test Results:



RFC 2544 Ethernet Test Report

Latency (RTD) Test Results:



Frame Length (Bytes)	Latency (us)	Measured L1 Rate (Mbps)	Measured L1 (% of Line Rate)	Measured Rate (frms/sec)	Pause Detected
128	247	999.96	99.996	844561	No
512	250	999.96	99.996	234953	No
1024	254	999.96	99.996	119727	No
1280	256	999.96	99.996	96150	No
1518	258	999.97	99.997	81272	No
9100	319	999.99	99.999	13706	No

Timeline

The network is estimated to be complete approximately 150 days after the execution of an agreement.

Project Timeline - Estimated Time Frame:

- Day 1-Order signed
- Day 3-Order verified and in the system, task assignments begin
- Day 15-Initial engineering package to build laterals completed, submit to APS, local Agencies, etc
- Day 45-Engineering of fiber splicing and patch installation completed, assign tasks to splicing teams, schedule for after lateral build is completed
- Day 60-Follow up on new lateral applications, work through any concerns that any of the various agencies have
- Day 65-Verify BOM with vendor, place order for appropriate fiber and equipment (fiber termination panels)
- Day 70-Receive approval for build of new lateral, finalize construction design, and submit order to 3rd party construction firm
- Day 90-Lateral builds begins
- Day 105-Schedule splicing to coincide with completion of lateral build
- Day 135-Lateral build complete
- Day 140-Splicing complete, OTDR testing of fibers can begin
- Day 143-Testing of fibers complete, test results recorded.
- Day 145-Hand-over of network to customer
- Day 150-Customer accepts network, billing begins

Please note that above timeframes are estimates only.

Credentials of Project Manager

CROWN CASTLE

Position Description



Date Created: October, 2014
Last Review Date: August, 2021

FLSA Status: Exempt

Position Title: Project Manager – Communications

Position Summary

The Project Manager – Communications is responsible for the effective management of designated business unit internal communication projects, including developing communication plans, coordinating all deliverables, tracking requirements of the entire project team, and proactively identifying any schedule risks. This role is responsible for planning, creating, and distributing business unit communications across varied channels to help employees understand and adopt business changes. This role will create messaging and content that clearly explains what business unit changes are occurring, why they are occurring, and how they tie to business unit priorities in a manner that is consistent with our corporate brand fundamentals and company culture. This individual will also create collateral such as presentations, job aids, and discussion guides. This is a terrific role for an organized and detail-oriented individual who can create a structured, organized approach to effectively synthesize and reinforce complex concepts.

Essential Job Functions

- Manage assigned communication projects from inception to completion, ensuring that all activities are effectively and efficiently coordinated and completed on time
- Drive awareness, understanding and adoption of business unit goals and projects
- Incorporate a variety of mediums/channels (email, Teams, SharePoint, video) to drive teammate engagement and promote understanding of business unit goals and desired actions and outcomes
- Develop and implement communication plans for all assigned projects, including authoring/editing content
- Oversee communication project components for timely completion; Provide internal customers with status updates and resolve any conflicts or issues that arise
- Engage the Talent Performance & Growth team to deliver learning solutions for business unit projects
- Interpret and synthesize complex or ambiguous information clearly and concisely to diverse audiences
- Create and maintain a consistent voice for all communication materials
- Support business unit leaders to determine business needs, including facilitating meetings, recommending the most appropriate channels and organization of those channels, and creating or facilitating collateral development
- As necessary, create business unit communications for transformational projects based on the strategy and direction of the enterprise Center of Change team
- As necessary, collaborate with the enterprise Internal Communications team to ensure consistency with corporate brand fundamentals (including tone and vocabulary), promote enterprise-wide messaging, and share any relevant business unit accomplishments for greater visibility
- Collaborate with partners in other Business Performance groups to share best practices

Education/Certifications

Note: This position description is intended to describe the general nature and level of work being performed by an employee in this job. It is not an exhaustive list of all responsibilities, duties, and skills that may be necessary for this role. An employee may be required to perform duties outside of his or her normal responsibilities from time to time, as needed.

CROWN CASTLE

Position Description

- Bachelor's Degree or equivalent work experience; Focus on journalism, communications, or marketing preferred

Experience/Minimum Requirements

- Three (3) to five (5) years of project management and/or communication experience; Extensive experience in creating and executing on project or communication plans
- Demonstrated ability to expertly prioritize, organize and work effectively on multiple complex projects/programs in a deadline-driven environment
- Extensive knowledge of MS Office, especially PowerPoint and/or design software (Adobe Creative Suite, Photoshop, etc.)

Other Skills/Abilities

- Customer service orientation with a strong problem-solving approach
- Ability to manage and process multiple workstreams
- Ability to interface effectively with all levels of organization, including senior leaders
- Ability to build strong cross-functional relationships
- Conceptual thinker with ability to navigate ambiguity

Organizational Relationship

Reports to: Various

Title(s) of direct reports (if applicable): N/A

Working Conditions: Works in a normal office setting with no exposure to adverse environmental conditions. During COVID19 conditions, this role will work remotely to mitigate risk. This position may require travel when conditions allow.

Additional Information: N/A