

Exhibit A
Installation and Maintenance Requirements for Pole Infrastructure and Conduit Infrastructure

1. STANDARD OF WORK.

Network Provider must install and perform all other work on Network Node in strict compliance with Approved Plans diligently and in a skillful and workmanlike manner. Network Provider must use qualified and properly trained persons and appropriately licensed contractors for all work on the License Area. No later than 10 business days before commencing installation or any other work covered by this Agreement, Network Provider shall provide the CITY with: (a) a schedule of all activities; and (b) a list of the names, places of business, and license numbers of all contractors who will perform the work.

Network Provider shall provide CITY with the electronic shop drawings of all the material and equipment proposed to be utilized in the installation or any other work covered by this Agreement. Network Provider shall utilize the latest edition and revision of AASHTO LRFD LTS for design, manufacturing, installation, construction and maintenance of the Pole Infrastructure.

After performing any work subject to this Agreement, Network Provider shall leave it and other CITY Property in a condition as good as it was before the work.

2. PROJECT MANAGER.

The CITY and Network Provider each has designated a person as its project manager to coordinate the design and installation of Network Provider's Network Node and serve as the respective primary point of contact between the CITY and Network Provider for all engineering, construction, and installation issues. Network Provider acknowledges that the CITY project manager is not exclusively assigned to this Agreement, and the authority delegated to the project manager is limited to the administration of this Agreement. Network Provider shall be fully responsible for obtaining and satisfying the requirements of all required Regulatory Approvals necessary for installation of Network Node, and Network Provider shall not rely upon the CITY or the CITY's project manager to do so.

3. COORDINATION OF WORK.

Network Provider shall be responsible for coordination of its installation work to avoid any interference with existing utilities, substructures, facilities, and street light or traffic light operations.

Network Provider's project manager shall be the CITY's point of contact for all Network Node installation and except in case of emergency, all communications concerning all engineering, construction, and installation issues relating to the Network Node.

4. NETWORK PROVIDER'S MAINTENANCE AND REPAIR OBLIGATIONS

- a. Damage to City-owned Pole Infrastructure and Conduit Infrastructure.

If the acts, omissions, or negligence of Network Provider or its Agents or Invitees when installing or removing Network Node damages any City-owned Pole Infrastructure or Conduit Infrastructure, the CITY will provide notice describing the damage and 30 days' opportunity to cure. If Network Provider fails to repair or replace the damaged City-owned Pole Infrastructure and Conduit Infrastructure within the 30-day cure period, or any longer period to which the CITY agrees in its reasonable discretion, the CITY may do so at Network Provider's expense. Network Provider shall reimburse the CITY for its costs of repair or replacement within 10 days after receipt of the CITY's demand for payment, together with copies of invoices or other evidence of its costs. Failure to reimburse the CITY for its costs within the 10 day period shall be a reasonable cause for termination of the service pole attachment agreement.

b. Alterations to City-owned poles

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

5. REPAIR TO CITY-OWNED POLE INFRASTRUCTURE AND CONDUIT INFRASTRUCTURE.

With notice to the CITY as provided below, Network Provider is authorized to and will repair damage to a City-owned Pole Infrastructure, Conduit Infrastructure. In all cases, Network Provider waives any right it may have to make repairs at the CITY's expense under any applicable Law.

6. NOTICE OF DAMAGE TO CITY-OWNED POLE INFRASTRUCTURE AND CONDUIT INFRASTRUCTURE.

Network Provider agrees to give the CITY notice of the need for any repair to a City-owned Pole Infrastructure and Conduit Infrastructure promptly after Network Provider's discovery of damage from any cause. The notice shall also include geo-referenced and time stamped photos of the damage. Network Provider's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions, or negligence of Network Provider or its Agents or Invitees.

7. NETWORK PROVIDER'S NETWORK NODE.

a. Maintenance and Repair.

Network Provider shall at its sole expense install, maintain, and promptly repair any damage to Network Node installed on City-owned Pole Infrastructure and Conduit Infrastructure whenever repair or maintenance is required, subject to the CITY's prior approval except where the need for emergency repairs does not allow sufficient time to notify the CITY.

b. CITY Approval.

Network Provider is not required to seek the CITY's approval for any repair, maintenance, replacement, or other installation of Network Node on a City-owned pole if: (i) the Network Node in question was approved for construction by the City; or (ii) the City in its reasonable judgment concurs with Network Provider that the repair, maintenance, replacement, or other installation of Network Node is reasonably consistent with the approved plans, taking into consideration availability of the specific Network Node and advancements in technology. In no event, however, will Network Provider be authorized to install larger, different, or additional Network Node on an a City-owned Pole without the City's express prior consent. In this regard, Network Provider acknowledges that section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455) does not apply to this Master License or any Pole License because the City is granting them in its proprietary capacity as the owner of the poles. Any work on Network Provider's Network Node installed on City-owned Poles that is authorized or permitted under this Subsection is subject to Network Provider obtaining any required Regulatory Approvals.

c. Graffiti.

Network Provider's repair and maintenance obligation includes the removal of any graffiti from the pole or Network node or related Network Node in accordance with City's Design Manual and right-of-way management ordinance.

d. Standard of Work.

All work by or on behalf of Network Provider under this Article must be at Network Provider's sole expense: (a) be performed by duly licensed and bonded contractors or mechanics; (b) in a manner and using Network Node and materials that will not interfere with or impair the CITY's operations; and (c) comply with all applicable Laws.

8. INSPECTION

The CITY has no obligation to inspect and report on any part of the City-owned Pole Infrastructure and Conduit Infrastructure. Network provider and its agents shall utilize the criteria available in the latest edition and revision of AASHTO LRFD LTS for inspection and reporting of the City-owned Pole Infrastructure and Conduit Infrastructure. Network provider shall also maintain geo-referenced and time stamped photos of the inspections. All inspection activity and reports shall be provided to the City within a 30-day period.

9. DAMAGE OR DESTRUCTION

The CITY has no obligation to repair or replace any part of the City-owned Pole Infrastructure and Conduit Infrastructure, except any light fixture(s) attached to the pole, following damage by any cause. Following damage or destruction of a City-owned Pole Infrastructure or Conduit Infrastructure, Network Provider will be responsible for repairing or replacing the damaged City-owned Pole Infrastructure, Conduit Infrastructure as soon as reasonably possible, at Network Provider's expense. Network provider shall be responsible for maintaining geo-referenced and time stamped photos of the damage or destruction of a City-owned Pole Infrastructure and Conduit Infrastructure. City will only be responsible for repairing or replacing the damaged City owned light fixture(s) attached to the pole.

10. POWER FOR STREET LIGHTS

Network Provider has the option of providing electric power to the City's street light and ancillary equipment mounted to the pole, if they chose, otherwise power to the City owned equipment will be provided by the City.