

**LICENSE AGREEMENT FOR
WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES**

This License Agreement for Wireless Installations on Public Structures (“Agreement”) is made and entered into as of this 13th day of August, 2019 (the “Effective Date”), by and between the **CITY OF SALINAS**, a California Municipal Corporation (“Licensor”) and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (“Licensee”).

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. Licensor hereby grants Licensee a license for Licensee’s use of Licensed Sites throughout the City of Salinas, and provides the right, as necessary, to utilize, replace or upgrade Licensor’s Structures and Infrastructure in accordance with the terms and conditions of this Agreement, as provided herein, and as provided in the individual Site Licenses signed by Licensor pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor’s Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2 Permitted Use. Licensee may use Licensor’s Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

1.3 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. This Agreement will automatically renew for one (1) five (5) year renewal term, unless either Party provides written notice of termination to Licensor at least ninety (90) days prior to the expiration of the Agreement Initial Term.

1.4 Site License Term. The term for each individual Site License shall commence on the Commencement Date and shall be coterminous with the Term of this Agreement. Subject to the terms of Section 13.5 of this Agreement, following the expiration of this Agreement, each Site License entered into hereunder shall survive and continue for an additional period of five (5) years thereafter (the “Amortization Period”). No Amortization Period shall be provided if this Agreement is terminated pursuant to Section 13.4(c) or 13.4(d) of this Agreement.

2. SCOPE OF LICENSE

2.1 Scope of License Generally. Licensor acknowledges that Existing Laws specify the appropriate level of RF Emissions, as well as prohibit Licensor from enacting any policies which prohibit or effectively prohibit the installation of wireless telecommunications networks. Licensee shall not have a presumed right to construct Wireless Installations at the time and place of its choosing unless it can demonstrate to the satisfaction of the Licensor that, due to peculiarities of the requested Licensed Site, it is impractical to comply with the requirements of this Agreement. In that scenario, Licensor and Licensee shall work together to identify Licensed Sites and Wireless Installations that will achieve the highest degree of compliance possible while not effectively prohibiting installation.

2.2 Standards for Construction. Except as provided in Section 2.1, above, Licensee shall install all Wireless Installations and Infrastructure in accordance with the following:

(a) Wireless Installations and Infrastructure shall be installed in accordance with Licensor's "Dig Once" Policy, including requirements for method of installation and notification of third parties. Licensee acknowledges that it may be necessary to utilize existing conduit or fiber lines if Infrastructure serving a proposed Wireless Installation cannot otherwise be installed without violating Licensor's "Dig Once" Policy.

(b) Design of Wireless Installations and Infrastructure. Wireless Installations and Infrastructure shall be installed in accordance with the Design Standards specified in City Regulations, as they may be amended from time-to-time. Current City Regulations include City of Salinas Resolution No. 21580, a copy of which is attached hereto as Exhibit 2.

2.3 Pre-Approved Designs. Licensee may request that Licensor approve designs where both Licensee and Licensor mutually agree that the design would have broad applicability throughout the city. The City Manager or his/her designee shall have the authority to approve of these designs. This approval may include restrictions regarding the geographic area, type of Structure, and/or types of adjacent land uses for which the Pre-Approved Design is appropriate. Once a Pre-Approved Design has been approved by Licensor, Licensee may continue to utilize this design in future Permit applications. Items covered by the Pre-Approved Design shall be deemed compliant by Licensor unless specifically prohibited by Law (including any New Law). Further, applications utilizing Pre-Approved Designs shall be eligible for Expedited Processing, as defined in Section 4.3 below.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual License Payment.

(a) Licensee shall pay Licensor Seven-Hundred Fifty and No/100 Dollars (\$750.00) per Wireless Installation located at a Licensed Site (the "License Payment"). The License Payment is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation.

(i) Payments will normally accrue on July 1st of each year for the upcoming year running July 1st to June 30th. The License Payment for newly constructed Wireless Installations is due within 60 days of the Commencement Date at the Licensed Site and will be prorated for the remainder of the Fiscal Year through June 30th based on a 360-day calculation.

(ii) Notwithstanding the foregoing, the Parties acknowledge that this License Payment is prohibited under the Federal Communications Commission's Declaratory Ruling and Third Report and Order, FCC 18-133 (the "Order"), and is not collectible while said Order is in effect. Licensee shall not be required to submit License Payments so long as said Order remains in effect and continues to prohibit said License Payments. In the event that said Order is reversed, repealed, amended, or modified (collectively, a "Modification") by the FCC, Federal Government, court, or other governmental body of competent jurisdictions in such a manner that the City is legally permitted to collect this License Payment (or a portion thereof), License Payments for each Wireless Installation shall be due on a prorated basis in the manner described in subsection (a) above as of the effective date of said Modification; provided, however, that if, within 90 days of the effective date of said Modification, enforcement of the Modification is enjoined, or if the Modification is stayed on appeal, the License Payment shall continue to be abated until such time as the injunction is lifted or pending appeal is fully adjudicated, as applicable. If said Modification is enjoined or stayed as described above more than 90 days following the effective date of said Modification, then License Payments shall be due on a pro-rated basis (based on a 360-day calculation) for the time period between the effective date of the Modification and the effective date of the injunction or stay.

(iii) Licensors shall have no right to collect, and hereby forfeits, any License Payments which would otherwise be due prior to the effective date of the Modification.

(b) In addition to the License Payments, Licensee is also required to pay an annual monitoring fee (the "Monitoring Fee"), which is currently set at Two Hundred Seventy and No/100 Dollars (\$270.00) pursuant to City of Salinas Resolution No. 21581, a copy of which is attached hereto as Exhibit 3. If the Licensee is required to pay both an ongoing annual Monitoring Fee and a License Payment, the amount of the License Payment shall be reduced by an amount equal to the Monitoring Fee paid, up to a maximum of fifty percent (50%) of the License Payment due. In no case shall the Monitoring Fees be waived, nor the License Payment be reduced by more than fifty percent (50%) of its then-current amount. In the event that a subsequent legal or regulatory requirement becomes effective that would constrain or otherwise limit the Fees that the City may charge Licensee for the right to place Wireless Installations on the City's Structures, the parties agree that the Fees shall again be adjusted to comply with such legal or regulatory requirement upon its effective date.

(c) If Licensors enter into any agreement with or accept an application from another entity for the lease or license of a Structure or Infrastructure that is substantially similar in build, location, and use to the Structures and Infrastructure covered by this Agreement for the construction, operation, maintenance, repair or replacement of a Wireless Installation, and that agreement places Licensee, in its discretion, at a competitive disadvantage in light of the rates and terms and conditions established in this Agreement, Licensors agree (following receipt of written notice from Licensee) to promptly negotiate with Licensee in good faith to review and revise the rates and/or terms and conditions in this Agreement, as necessary, to reasonably address such disadvantage.

(d) On July 1st of each year during the Term of all Site Licenses, the License Payment due for the upcoming year shall increase by two-and-one-half percent (2.5%) over the License Payment paid during the previous year.

3.2 Payment of Fees. Licensors retain the right to charge fees to cover its actual costs relating to the administration of the terms of this Agreement, including, but not necessarily limited to, Permit Application Fees, Inspection Fees, and ongoing Monitoring Fees. These fees shall be adopted by the Licensors' City Council. Upon request, Licensors shall provide to Licensee any analysis performed to demonstrate that these fees represent Licensors' actual costs, provided, however, that Licensee shall not question any Fee amounts equal to or less than those deemed reasonable by Law. In the event that a subsequent legal or regulatory requirement becomes effective that would constrain or otherwise limit the Fees that the City may charge Licensee for the right to place Wireless Installations on the City's Structures, the parties agree that the Fees shall again be adjusted to comply with such legal or regulatory requirement upon its effective date.

3.3 License Payments and Fees for new Licensed Sites. Licensee shall submit the first annual Monitoring Fee payment and first License Payment (as applicable pursuant to Sections 3.1 and 3.2 above) for each functioning Licensed Site within sixty (60) days of the Commencement Date at the Licensed Site (prorated for the period between the Commencement Date and June 30th of that year).

3.4 Annual Billing and Payment Generally. License Payments and Fees due on an annual basis shall be due on September 1 of each year unless otherwise specified. Payments received after this date shall be subject to a 1% penalty on the unpaid balance, with an additional 1% penalty accrued on the first day of every following month.

4. PERMITTING PROCESS

4.1 Potential Licensed Site Pre-Application. At its discretion, prior to submitting a formal application for any Licensed Site, Licensee may submit to Licensors a list of potential Licensed Sites to Licensors. Licensors shall promptly review said list to identify any sites that, in the reasonable opinion of Licensors, includes specific characteristics which make the installation of Licensee's Structures and Equipment inappropriate for that location. Information to be submitted shall include the information

identified in Exhibit 4 of this Agreement (in a form to be provided by Licensor), as well as a recent photograph of the Structure and a visual representation of the design of the Wireless Installation. Criteria used to determine whether a potential Licensed Site is appropriate may include, but is not necessarily limited to:

- (a) The type of Structure (e.g. street light) upon which the Wireless Installation will be mounted;
- (b) The existence of physical characteristics of the Licensed Site or Structure which render infeasible the addition of Licensor's Structures in a safe or effective manner;
- (c) The presence of an existing Wireless Installation on the Structure;
- (d) The current or planned use of the Structure by Licensor;
- (e) The creation of any significant aesthetic impacts to a streetlight utilizing a non-standard or decorative design (unless the Wireless installation employs design features that in the reasonable opinion of Licensor successfully mitigates any adverse aesthetic impacts); or
- (f) The necessity of performing underground work to support the Wireless Installation when such work is prohibited by Licensor's "Dig Once" Policy.

Information provided to the Licensee pursuant to this process shall not be deemed to constitute an "approval" or "denial," but is instead designed to alert the licensee to issues which may have an impact on the outcome of a Permit request.

4.2 Processing of Licensed Site Pre-Application. Unless Laws provide otherwise, Licensor shall notify Licensee within 15 working days whether there are any known factors, including those above, which would render a Wireless Installation inappropriate at a given Structure. If more than ten Wireless Installations are requested within this 15-working-day period (whether submitted at once or over a period of time), the notification period shall be increased by one day for each additional Wireless Installation requested, provided also that Licensor shall always have a minimum of 15 working days from the date of submittal to the date of response.

4.3 Permitting. At any desired time, Licensee may submit a Small Wireless Facility Encroachment Permit ("SWFEP") application for each Wireless Installation to Licensor in a form provided by Licensor. Licensor shall make available to Licensee a written list of materials and information necessary to be included with the submitted application to enable Licensor to expeditiously process the application. SWFEP applications shall be processed in accordance with all lawful City policies and regulations, including those regarding processing times and appeal procedure, as such may be amended from time-to-time ("City Regulations"). Current City Regulations are attached as Exhibit 2 of this Agreement. Licensee will identify in the SWFEP Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure. The SWFEP Application review will include an evaluation of whether the site is appropriate for a Wireless Installation utilizing the same criteria described in Sections 2.2 and 4.1 of this Agreement. The Licensee shall also include the appropriate Permit Application Fees as adopted and published by Licensor. Licensor will process each of these applications and, if the application is found to be complete, shall render a decision within 30 calendar days of receipt. As used in this Agreement, "Expedited Processing" shall mean an application that involves a Wireless Installation and Structure utilizing a Pre-Approved Design in accordance with this Agreement. Applications eligible for Expedited Processing shall be processed by Licensor within 10 working days of receipt at no additional cost. In the event a large number of applications are submitted within a short time period, Licensor may notify Licensee of its inability to meet this timeframe, and shall notify Licensee of the expected date of completion.

4.4 Inspection of Permitted Licensed Site. Upon approval of a SWFEP, Licensee shall remit to Licensor any required Inspection and/or prorated Monitoring Fees. Upon payment of these Fees, Licensee may commence construction of the Wireless Installation. No work requiring a Permit shall begin until Permits have been obtained. At the required intervals during construction, and upon completion of

work, Licensee shall request, and Licensor will cause to be performed, inspections of the work actually done to ensure compliance with appropriate Permits and Ordinances. Licensee shall cause to be prepared an analysis indicating that the Wireless Installation does not cause ambient RF Emissions to exceed thresholds established by the FCC in any locations that may be reasonably expected to be access by the public, including nearby private property such as homes and businesses. Upon approval of the final inspection for the installation of the Wireless Installation, a Site License from Licensor to Licensee shall be immediately granted for the Wireless Installation, and Licensor shall within five business days provide written certification of this Site License to Licensee in the form attached as Exhibit 5. Delivery shall be made to Licensee's point of contact provided in this Agreement unless Licensee requests an alternative delivery arrangement.

4.5 Ongoing Monitoring. Licensor may enact such reasonable policies, programs, and requirements as it deems appropriate to document that requirements relating to maintenance, aesthetics, RF Emissions, and other requirements are being met, provided such policies, programs, and requirements are non-discriminatory, competitively neutral, and otherwise consistent with applicable Law.

4.6 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement is consistent with the criteria specified in Exhibit 2.

5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE

5.1 Licensor Work. At the time of approving the SWFEP, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the SWFEP application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within fourteen (14) days of the approval of the SWFEP, unless Laws provides a different deadline. Licensee shall have sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provide a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation. If such Licensor Work costs are less than the pre-paid Approved Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. No interest shall accrue on any Licensee overpayment or underpayment for Licensor Work

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Building, Electrical, and other Safety Codes; (b) Licensor's reasonable standards, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless

required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of receipt of written notice from Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES.

7.1 Utilities. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations. Licensee shall be responsible for obtaining electrical service for the Wireless Installation, whose electrical usage shall be separately metered.

8. OPERATION AND MAINTENANCE

8.1. RF Emissions. Licensee's operation of its Wireless Installations shall comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to enable workers and third parties to avoid excess exposure to RF emissions. Licensee shall design and place signage to minimize visual and aesthetic impacts while ensuring proper notification of affected persons. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Unless required by Law, Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure if Licensor knows or has reason to know that such third party's use may cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement, except as provided herein. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licensor desires to replace, relocate, modify, demolish, or in any way alter the Structure and/or Infrastructure in connection with a Public Improvement Project in a manner likely to cause Interference with Licensee's Wireless Installation, Licensor shall have the right to cause Licensee to relocate the Wireless Installation subject to the terms and conditions set forth herein; provided, however, Licensor shall use reasonable efforts to fully accommodate Licensee's continuing use of the Structure and/or Infrastructure, as the case may be, without relocation if it is reasonably possible to do so.

(a) Relocation. If Licensor's Public Improvement Project requires Licensee to relocate its Wireless Installation from all or any portion of the Structure and/or Infrastructure, Licensor shall have the right to require Licensee to relocate the Licensed Space upon the following terms and conditions: (i) Licensor shall deliver to Licensee a Relocation Notice to relocate the Wireless Installation; (ii) Licensor shall work with Licensee to identify potential Relocation Licensed Sites to assist Licensee in finding a Relocation Licensed Site which provides substantially similar signal coverage for the Wireless Installation as that of the Licensed Site being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws; (iv) Licensee may operate a temporary cell site (if feasible in a mutually agreeable location in the vicinity of the Licensed Space) during such relocation with no additional Fee due to Licensor; and (v) the License Payments applicable to such Licensed Space shall abate until the Wireless Installation achieves full on-air operation in the ordinary course of Licensee's business in the Relocation Licensed Space. Licensee shall not be required to pay any additional application, review or other Licensor Fees in connection with any relocation initiated by Licensor; or, if Licensee is required to pay said Fees, Licensor shall reimburse Licensee for the amount of said Fees, either through a direct payment or a reduction in License Payments. If Licensee does not desire to establish a relocated site, then Licensee shall have the right to terminate the applicable Site License, and Licensee shall not be responsible for any License Payments or Fees following the date of termination.

(b) Relocation In The Event of An Emergency. Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licensor will endeavor to provide as much notice to Licensee for the relocation of the Wireless Installation as warranted by the circumstances pertaining to the Emergency.

9.2 Abandonment. If Licensor determines to Abandon any Structure and/or Infrastructure and Licensor so determines that the Structure and/or Infrastructure does not need to be permanently removed for reasons of public safety or security, then Licensor shall give Licensee ninety (90) days' prior written notice of Licensor's intent to Abandon the Structure or Infrastructure, as the case may be. Within such time, Licensee may (a) remove or otherwise dispose of its Wireless Installations at which time the Site License shall automatically terminate without further liability to Licensee, or (b) elect to acquire title to the Structure and/or Infrastructure at no cost to Licensee in "as is, where is" condition. If Licensee elects to acquire title, then Licensor shall promptly execute and deliver a bill of sale and assignment transferring the Structure and/or Infrastructure to Licensee in "as is, where is" condition subject only to Licensor's representation and warranty that Licensor is the sole owner, and Licensor owns the Structure or Infrastructure, as the case may be, free and clear of any liens, leases, licenses or other third-party rights or encumbrances. Licensee shall be under no obligation to provide, maintain or repair lighting or any other public service on any Structure or Infrastructure which Licensee may elect to acquire title from Licensor.

10. INSURANCE

10.1 Certificate of Insurance. Licensee shall at its sole expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

10.2 Required Insurance. Licensee shall maintain the following insurance:

(a) Workers' Compensation and Employer's Liability insurance as required by statute, which currently require Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by Laws, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$2,000,000 General Aggregate Limit

\$1,000,000 Each Occurrence

\$1,000,000 Each Occurrence - Personal Injury and Advertising Injury

\$2,000,000 Products/Completed Operations Aggregate Limit

The required Commercial General Liability policy must include Licensor as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

10.3 Notice of Cancellation. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

11. LIMITATION OF LIABILITY.

11.1 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable for consequential, incidental, punitive, exemplary or indirect damages suffered by the other party or by any customer or any purchaser of such party or any other person, for lost profits or other business interruption damages, whether by virtue of any statute, in tort or in contract, except that the express indemnification obligations made by the parties in Section 12 of this Agreement shall still apply.

12. INDEMNIFICATION

12.1 Indemnification By Licensee. To the extent permitted by Laws, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Wireless Installations or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

12.2 Indemnification By Licensor. To the extent permitted by Laws and except for the waiver of subrogation granted by Licensee under Section 10.2(a) above, Licensor shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnitees, and any of them, may incur, asserted by third parties against Licensee Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Licensor's Structures and/or Infrastructure or breach of the terms of this Agreement by Licensor, including acts or omissions by its agents, contractors, or