

STRUCTURE ATTACHMENT AGREEMENT

This Structure Attachment Agreement (the “Agreement”) is made and entered into on _____, 2013 (the “Effective Date”), between Provo City Corporation, a municipal corporation organized under the laws of the State of Utah (“Licensor”), and Google Fiber Utah, LLC, a Utah limited liability company (“Licensee”) (each a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, Licensor owns, leases, or operates streetlight poles, traffic signals, electric transmission towers, water towers, buildings, and other structures and improvements on real property in Provo, Utah, other than utility poles and conduits; and

WHEREAS, Licensor has the right to use land or other property of third parties to place certain structures and improvements, and to provide passage to access such structures and improvements; and

WHEREAS, Licensee proposes to furnish communications services in Provo, Utah, and desires to place and maintain, on Licensor’s structures and improvements, antennas, cables, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, transmitters, transceivers, materials, appurtenances, or apparatus of any sort necessary or desirable for Licensee to operate its businesses as such business may evolve, develop, or change; and

WHEREAS, Licensor desires to provide Licensee with the use of space on its structures and improvements for the provision of communications services in Provo, Utah, and to provide access to Licensor’s structures and improvements in connection with such use; and

WHEREAS, Licensor and Licensee are contemporaneously herewith entering into a Pole Attachment and Conduit Occupancy Agreement to govern Licensee’s attachments to Licensor’s utility poles and occupancy of Licensor’s conduits.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made and contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

- (a) “**Affiliate**” means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with a Party; and “control” shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.
- (b) “**Attachment(s)**” means all Equipment, and the devices used to attach the Equipment, of Licensee to Licensor’s Structures. Additional equipment that is placed within Licensee’s existing attachment space is not an additional Attachment. All equipment and devices shall meet

applicable code and contractual requirements. Attachments do not include items used for decorations, signage, barriers, lighting, sports equipment, or cameras.

- (c) “**Confidential Information**” means all written and verbal proprietary or confidential communications between the parties and all plans, documents, materials and data provided by each Party to the other in connection with and related to this Agreement and Licensee’s Attachments.
- (d) “**Equipment**” means all devices, articles or structures necessary to operate the respective businesses of the Parties, as such businesses may exist as of the Effective Date and as such businesses may evolve, develop, or change at any time while this Agreement remains in effect, including, but not limited to, antennas, cables, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, transmitters, transceivers, materials, appurtenances, or apparatus of any sort, whether electrical or physical in nature, or otherwise, including without limitation all support equipment such as guy wires, anchors, anchor rods, grounds, and other accessories. For the avoidance of doubt, Equipment shall include Wireless Facilities.
- (e) “**Intellectual Property Rights**” means worldwide common law and statutory rights associated with (i) patents and patent applications; (ii) works of authorship, copyrights, copyright applications, copyright registrations and other rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) trademarks, service marks, slogans, logos, sound marks, motion marks, trade dress, domain names, trade names, corporate names, or indicia; (v) other proprietary rights relating to intangible intellectual property (specifically excluding trademarks, trade names and service marks); (vi) analogous rights to those set forth above; and (vii) divisions, continuations, renewals, re-issuances and extensions of the foregoing (as applicable), including all foreign counterparts of the foregoing, now existing or hereafter filed, issued or acquired.
- (f) “**Make Ready Work**” means the changes to be made to Licensor’s Structures, Licensor’s Attachments, the Attachments of other attaching entities, or the existing additional equipment associated with such Attachments, which changes may be needed to accommodate Licensee’s proposed Attachment. Such make-ready work is to be approved by Licensor and performed by Licensee’s employees, a certified contractor approved by Licensor but employed by Licensee, or a third party. This definition includes all engineering, inspection, design, planning, construction, or other work reasonably necessary for the installation of Licensee’s Attachments on the Structures, including without limitation, work related to transfers or rearrangements of Equipment, and the addition of new Equipment, and the rearrangement of third party attachments.
- (g) “**National Electrical Safety Code**” or “**NESC**” means the current edition, and any supplements thereto and revisions or replacements thereof, of the publication so named, published by the Institute of Electrical and Electronics Engineers, Inc., for the purpose of safeguarding persons and property during the installation, operation, or maintenance of electric supply and communication lines and associated equipment.
- (h) “**Permits**” means any authorization, franchise, license, permit, or consent required for the construction, operation, and maintenance of Equipment.
- (i) “**Rights of Way**” means Licensor’s right to use land or other property of third parties to place Structures and Equipment, or to provide passage to access such Structures and Equipment.

- (j) “**Structure**” means streetlight poles, traffic signals, electric transmission towers, water towers, buildings, and other structures and improvements on real property in Provo, Utah, other than utility poles and conduits.
- (k) “**Wireless Facilities**” means Equipment used for or associated with wireless communication or wireless data transmission, provided that such Wireless Facilities are not used to provide Commercial Mobile Radio Services as such term is defined in the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commissions. For the avoidance of doubt, Wireless Facilities include any Equipment used for backhaul of wireless communications or wireless data transmissions.

Section 1.02 Other Interpretative Provisions

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- (b) The words “hereof,” “herein,” “hereunder” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and Section, Article, clause, Schedule, Exhibit and Appendix references are to this Agreement unless otherwise specified.
- (c) The terms “including” and “include” are not limiting and mean “including without limitation” and “include without limitation.”
- (d) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each means “to but excluding,” and the word “through” means “to and including.”
- (e) Any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified.
- (f) Any reference herein to any person or entity shall be construed to include such person or entity’s successors and permitted assigns.
- (g) Any reference herein to “year,” “month” or “day” shall mean a calendar year, month, or day unless otherwise specified.

ARTICLE II. SCOPE OF AGREEMENT

Section 2.01 Geographic Scope

This Agreement shall apply to Licensor Structures and Rights of Way now existing or hereafter constructed or obtained throughout Provo, Utah.

Section 2.02 Authorization

Subject to the provisions of this Agreement, Licensor grants to Licensee and Licensee accepts from Licensor a non-exclusive license to occupy, place, and maintain Licensee’s Equipment on Licensor’s Structures.

Section 2.03 Exclusions

This Agreement applies to the use of Licensor's Structures only. Licensee's use of electric distribution poles and underground conduits and ducts is expressly excluded from this Agreement, and nothing in this Agreement will be construed to authorize Licensee to use any such facilities.

Section 2.04 Attachments; Purpose

Licensee's use of Structures shall be confined to the Attachments, which Licensor has granted Licensee written permission to install or as otherwise provided pursuant to the terms and conditions of this Agreement.

Section 2.05 No Property Right

No use of Licensor's Structures, however extended, or payment of fees or charges, if any, required under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures.

Section 2.06 Rights of Third Parties

The rights of any third parties to whom Licensor confers Structure attachment rights after Licensee shall be subject to the rights of Licensee set forth in this Agreement.

Section 2.07 Discrimination

Licensor shall treat Licensee materially no less favorably than it treats other attachers to its Structures. In the event that Licensor makes available any terms or conditions materially more favorable to one or more third-party attachers to Licensor's Structures, Licensor shall promptly make those same terms available to Licensee. Upon Licensee's request, Licensor shall provide Licensee with a copy of all agreements where Licensor makes access to its Structures available to third parties.

Section 2.08 Authorizations Required

Licensee shall secure all Permits required for the construction, operation, and maintenance of its Equipment. If any required Permit obtained by Licensee is subsequently revoked or suspended for any reason, Licensee retains the right to pursue and exhaust all legal, administrative, and equitable remedies, in any available forum, before Licensor may revoke Licensee's right to attach the Equipment requiring such Permit to Licensor's Structures.

ARTICLE III. USE OF STRUCTURES

Section 3.01 Application for Permission to Install Attachment

Before Licensee places an Attachment upon any of Licensor's Structures, Licensee shall submit an Attachment application to Licensor in writing. An application may be denied if:

- (a) The applicant fails to submit a complete application, provided that Licensor has notified Licensee that the application is incomplete and provided Licensee with a reasonable period of time to make the application complete;
- (b) The applicant fails to supplement its application with additional information reasonably requested by Licensor or otherwise cooperate with Licensor as reasonably requested in Licensor's evaluation of the application;

- (c) The applicant fails to pay fees as set forth on Exhibit A hereto as required under the terms of this Agreement, including any applicable notice and cure periods;
- (d) The proposed Attachments are of excessive size or weight or would otherwise subject Licensor's Structures to unacceptable levels of additional stress, as measured by applicable safety codes, provided that such application will not be denied where Licensee agrees to pay for such improvements as are necessary to eliminate the threat to the safety of Licensor's facilities;
- (e) Approval will present a safety hazard to Licensor's employees or the public, provided that such application will not be denied where Licensee agrees to pay for such improvements as are necessary to eliminate the safety hazard; or
- (f) Approval will require a change, upgrade or addition to Licensor's Structures, provided that such application will not be denied where Licensee agrees to pay for such change, upgrade, or addition.

If Licensor rejects the application, Licensor shall notify Licensee of the specific reason(s) for rejecting such application within fifteen (15) days. No Attachment application is required for any Attachments existing on the Effective Date.

Section 3.02 Content of Application

Licensee's application shall contain the following information: (i) the specific Equipment to be installed; (ii) identification of the Structure; (iii) the space desired on such Structure; and (iv) any additional information requested by Licensor as reasonably necessary to properly review the request for Attachment. Licensor shall not unreasonably request such additional information and Licensee shall not unreasonably refuse to provide such additional information.

Section 3.03 Confidentiality

All materials submitted by Licensee in connection with a Structure application shall be handled and reviewed only by those Licensor employees and contractors directly responsible for the coordination and administration of such requests. Licensee's materials are of a confidential, proprietary, and commercially sensitive nature and shall not be disclosed by Licensor or its employees or contractors for any reason other than (i) as necessary in connection with processing and administering Licensee's application to attach Equipment to Structures, or (ii) as required by applicable law.

Section 3.04 Make Ready Work

Attachment applications shall be handled in accordance with the following:

- (a) Licensor shall respond to Licensee's application within thirty (30) days of receipt of a complete application. Licensee's application shall include a survey of what time and materials are necessary as part of the Make Ready Work ("Make Ready Survey") and an estimate of the Make Ready Work ("Make Ready Estimate") necessary to prepare the Poles for Licensee's Attachments (together the "Make Ready Documents"). If Licensor does not respond within forty-five (45) days of receipt of a complete application, such application shall be deemed accepted and Licensee may retain a certified contractor approved by Licensor pursuant to Section 3.08 to perform the Make Ready Work.
- (b) If within thirty (30) days of (1) receipt of Licensor's approval of Licensee's application, or (2) expiration of forty-five (45) days following submission of Licensee's application if Licensor does

not otherwise respond to Licensee's application, or (3) completion of the Safety Work (if applicable), Licensee's contractor does not commence the Make Ready Work, Licensor may, at its discretion, require resubmission of Licensee's application.

- (c) In the event that the Make Ready Survey identifies work necessary to remedy any Structure's existing non-compliance with applicable safety codes (the "Safety Work"), Licensor will perform all Safety Work within thirty (30) days of completion of Licensor's Make Ready Survey. Upon completion of the Safety Work, Licensor shall notify Licensee in writing ("Notice of Completion").
- (d) Upon completion of the Attachment installation, Licensee shall notify Licensor in writing. Licensor will then, within thirty (30) days, inspect the work and notify Licensee of any failure of the Attachment installation to comply with the Make Ready Survey or applicable safety codes. Licensee shall make such changes to the Make Ready Work or its Attachments as are required within twenty-one (21) days of such notice, provided that Licensor will remedy any Safety Work that it performed and that contributed to the failed inspection within twenty-one (21) days of such notice.
- (e) Licensee shall attempt to coordinate Make Ready Work needing to be performed by any third party attachers with pre-existing attachments to Licensor's Structures covered by Licensee's application, including providing all third party attachers with attachments to the Structures covered by Licensee's application a copy of the Make Ready Survey within five (5) days of (1) receipt of Licensor's approval of Licensee's application or (2) expiration of thirty (30) days following submission of Licensee's application if Licensor does not otherwise respond to Licensee's application. In the event that Licensee has attempted to coordinate Make Ready Work with third party attachers but such third party attachers are not timely undertaking or completing such Make Ready Work, Licensor will make all reasonable efforts to coordinate with the third party attachers and to cause the third party attachers to complete such work. In the event any such third party fails to complete its Make Ready Work within the ninety (90) day period, Licensor shall (at Licensee's sole cost and expense) complete such work within (ten) 10 days from the end of the ninety day (90) day period.

Section 3.05 Conformance to Requirements and Specifications

The use by Licensee of Licensor's Structures shall at all times comply with all applicable federal, Utah, and local laws, rules, and regulations, the requirements of the National Electrical Code and the NESC, and Licensor's reasonable specifications and construction guidelines.

Section 3.06 Nonconforming Equipment

If any Attachment is not, or has not been, placed and maintained in accordance with Section 3.05, upon notice by Licensor, Licensee shall use commercially reasonable efforts to timely perform all work reasonably necessary to correct conditions of Licensee's noncompliance. For purposes of this paragraph, compliance shall be deemed timely if performed under a plan approved by Licensor, unless such noncompliance creates an Emergency (as defined below). Any such work will be performed at Licensee's sole risk and expense. Licensor reserves the right to perform or authorize work necessary to bring Licensee's Attachments into compliance upon Licensee's failure to timely do so. Licensor will notify Licensee electronically or in writing prior to performing such work. Licensee shall be responsible for paying Licensor, upon demand, for all reasonable and documented costs actually

incurred by Licensor for all work, action, and accommodation performed by Licensor under this Section.

However, if Licensor determines in good faith that such conditions (i) pose an immediate threat to the safety of Licensor's personnel or the public; (ii) materially and adversely interfere with the performance of Licensor's service obligations; or (iii) pose an immediate threat to the integrity of Licensor's Structures or Equipment (each, an "Emergency"), Licensor may perform or authorize such work and/or take such action that it deems necessary (acting reasonably) without first giving written or electronic notice to Licensee and without subjecting itself to any liability, except to the extent of Licensor's negligence or willful misconduct. As soon as practicable thereafter, Licensor will advise Licensee in writing of the work performed or the action taken and will endeavor to arrange for the accommodation of any affected Attachments. Licensee shall be responsible for paying Licensor, upon demand, for all reasonable and documented costs actually incurred by Licensor for all work, action, and accommodation performed by Licensor under this Section.

Section 3.07 Time to Complete Installation

Except as otherwise agreed to by the Parties in good faith, and subject to additional time caused by delays of third party attachers (so long as Licensee is in material compliance with 3.04(e)), Licensee shall complete the installation of its Attachments upon the Structure(s) covered by each approved application within ninety (90) days of approval by Licensor. In the event Licensee should fail to complete the installation of its Attachments within the prescribed time limit, the permission granted by Licensor to place such Attachments upon Licensor's Structure(s) shall terminate and Licensee shall not have the right to place such Attachments upon the Structure(s) without first reapplying for and receiving permission to do so, all as prescribed in Section 1.01(a) above as applicable to the initial application.

Section 3.08 Subsequent Attachment by Third Party Attachers

If at any time subsequent to Licensee's Attachment to a Structure, a third party requests that Licensor provide access to that same Structure(s) the following procedure shall apply:

- (a) If it is determined that Make Ready Work on Licensee's Attachment(s) will be necessary to accommodate the third party's equipment, Licensee will provide an estimate to the attaching third party for Licensee or its contractor to complete the Make Ready Work.
- (b) Licensee shall be solely responsible for negotiating with persons or entities other than Licensor for the rearrangement of Licensee's Attachment or Equipment and, except where such rearrangement is for the benefit of Licensee, Licensee shall not be responsible for paying any charges attributable to the rearrangement of such Attachment or Equipment.
- (c) Licensee shall make all rearrangements of its Equipment within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for interruption of Licensee's services.

Section 3.09 Approved Contractors

Licensee shall perform any Make Ready Survey or Make Ready Work as permitted by this Agreement by performing the work with Licensee's own employees or arranging for the performance of such work by a contractor approved by Licensor. Approval shall be granted based upon reasonable and customary criteria employed by Licensor in the selection of its own contract labor, with such approval

made (or denied) within thirty (30) days of a written request by Licensee that includes information about the qualifications of such contractor. Once a contractor has been approved pursuant to the preceding sentence, such contractor shall be eligible to perform a Make Ready Survey or Make Ready Work for other Structures.

Section 3.10 Access to Rights-of-Way

If any Structure is located in private property not owned or controlled by Licensor, Licensee's right of access to Licensor's Structure granted by this Agreement does not include any right of access to the land upon which the Structure is situated, and such access rights are specifically disclaimed; provided, however, that solely to the extent Licensor may lawfully and without breaching or failing to comply with any consent, permit, license, easement, right-of-way, or grant to Licensor from private owners of real property, Licensor hereby grants or assigns (as applicable) Licensee the right of access to the land upon which any Structure is situated, solely to the extent of Licensor's rights of access. To the extent Licensee requires a right of access to the land upon which any Pole, Conduit, or Duct is situated and the right to cross the land from Pole-to-Pole with Licensee's Equipment, or to cross the land to access Manholes and Handholes, and Licensor does not have the requisite right of access, Licensor will use its commercially reasonable efforts to assist Licensee in obtaining such right, provided that in the event that Licensor incurs any fees as a result of such assistance, Licensee will reimburse Licensor for the reasonable and documented expenses actually incurred. Except as otherwise provided herein, Licensee is solely responsible for obtaining from private owners of real property and maintaining in effect any and all consents, permits, licenses, easements, rights-of-way or grants that are necessary for the lawful exercise by Licensee of the permission granted by Licensor in response to any application approved hereunder.

Section 3.11 Interference with Licensor's or other Licensees' Equipment

If, in Licensor's reasonable judgment, Licensee's existing Attachments on any Structure interfere with Licensor's or other Structure attachers' existing Equipment, Licensor will notify Licensee of the rearrangements or transfers of Equipment or other changes required in order to continue to accommodate Licensee's Attachments. If Licensee desires to continue to maintain its Attachments on the Structure and so notifies Licensor in writing within thirty (30) days, Licensee may perform the necessary work (subject to Licensor's reasonable approval), or Licensee shall authorize Licensor to perform the work. Should Licensee authorize Licensor to perform the work, Licensor shall make such changes as may be required, and Licensee, upon demand, will reimburse Licensor for the reasonable and documented expenses actually incurred. If Licensee does not so notify Licensor of its intent to perform the necessary work or authorize Licensor to perform the work, Licensee shall remove its Attachments from the affected Structure or Structures within an additional sixty (60) days from such original notification by Licensor for a total of ninety (90) days; provided, however, that Licensor in any Emergency may require Licensee to remove its Attachments within the time required by the Emergency. If Licensee has not removed its Attachments at the end of the ninety (90) day period, or in the case of Emergencies within the period specified by Licensor, as Licensor's sole and exclusive remedy Licensor may remove Licensee's Equipment at Licensee's sole risk and expense, and Licensee will pay Licensor, upon demand, for all reasonable and documented costs actually incurred by Licensor. An "Emergency" is a condition (i) that poses an immediate threat to the safety of municipal workers or the public; (ii) materially and adversely interferes with the performance of Licensor's municipal obligations; or (iii) poses an immediate threat to the integrity of Licensor's or other Structure attachers' Structures or attachments.

Without limiting the foregoing, Licensee will use and operate any Wireless Facilities in a manner that will not cause radio frequency interference with the Wireless Facilities of third parties, provided that such other third party's installation of Wireless Facilities predates Licensee's installation of its Wireless Facilities. In the event any such interference occurs, Licensee will cease operations immediately upon receiving notice from Licensor and will not resume operations until Licensee has eliminated such interference. In the event Licensee does not cease interfering operations, then the Attachments constituting such Wireless Facilities shall become unauthorized attachments. Licensor agrees that in the event Licensor allows any third party to use and operate Wireless Facilities on a Structure, Licensor will require such third party to agree (i) not to cause radio frequency interference to Licensee's Wireless Facilities on the Structure, provided that Licensee's installation of Wireless Facilities predates the third party's installation of its Wireless Facilities; (ii) in the event such interference occurs, to cease operations immediately upon receiving notice from Licensor or Licensee and not resume operations until the third party has eliminated such interference; and (iii) that failure to cease interfering operations will cause such third party's Attachments to become unauthorized attachments.

Section 3.12 Expense of Situating Structure Attachments

Licensee shall place, maintain, rearrange, transfer, and remove its own Attachments at its own expense except as otherwise expressly provided hereunder.

Section 3.13 Relocation of Structure at Request of Land Owner

Where a Structure is required to be replaced, moved or relocated due to a landowner legally enforceable requirement, Licensor shall provide notice to Licensee upon receipt of the land owner requirement and coordinate with Licensee and all other Structure attachers to provide a coordinated response with respect to timelines and costs to the land owner.

Licensee shall promptly arrange to transfer its Equipment to another (either new or otherwise) Structure and shall notify Licensor when such transfer has been completed. In the event such transfer is not completed within thirty (30) days after the time specified in the notice given by Licensor indicating that the Structure is ready for Licensee to transfer its Equipment (which time shall not begin until after the parties located blocking Licensee on the Structure have removed or moved their facilities and the replacement Structure has been identified and made ready), Licensor may transfer Licensee's Equipment from the replaced Structure to the replacement Structure in a reasonable manner consistent with industry practices, and Licensee will reimburse Licensor, or Licensor's contractor, for all reasonable and documented costs actually incurred.

Section 3.14 Removal of Attachments by Licensee

Licensee may at any time remove its Attachments from any of the Structures and, in each case Licensee shall promptly give Licensor notice of such removal. Removal of all Attachments from any Structure shall constitute a termination of Licensee's right to use such Structure unless a new application is submitted to Licensor. Licensee shall receive a pro-rata refund of any rental charges, if any, on account of any such voluntary removal, with such pro-rata refund calculated from the day the Attachment was removed from the Structure. Such refund shall occur as a credit granted in a given billing period for all refunds requested by Licensee during the prior billing period.

Section 3.15 Audits of Existing Attachments

Licensor may conduct an Audit of Attachments made to its Structures no more frequently than once every five (5) years. Licensor shall give Licensee at least ninety (90) days prior notice of an initial

meeting to plan the next Audit. At such meeting, Licensor, Licensee and all other Structure attachers in attendance in person or by representative shall participate in, among other things, the selection of an independent contractor for conducting the Audit, as well as the scheduling, scope, extent and reporting of the Audit results. The independent contractor appointed to conduct the Audit must not be reasonably believed by Licensor, Licensee, or any other Structure attacher to have a conflict of interest with respect to the accurate completion of that Audit. Regardless of whether Licensee attends the Audit planning meeting or expresses an intention to participate in the Audit, Licensor shall notify Licensee at least sixty (60) days prior to the commencement of the Audit. Licensee shall advise Licensor if Licensee desires to participate in the Audit with Licensor not less than thirty (30) days prior to the scheduled date of such Audit. To the extent that Licensor has the right to audit third party attachers to any Structure, the cost of the Audit shall be apportioned among those attachers who own attachments on the Structures included in the audit and Licensor, split equally among all the parties, if not, the cost of the Audit of such Structure shall be equally apportioned as between Licensor and Licensee. The data from Audit shall be made available to Licensee and all other attachers on the Structures and used to update the Parties' records, provided that any information confidential to Licensee will not be distributed to other attachers. Any Party shall make any objections to the Audit results within ninety (90) days of receipt of the Audit report or such objections are waived.

Section 3.16 Inspections

In addition to Audits as described in Section 3.15 above, Licensor shall have the right to inspect each of Licensee's Attachments and other Equipment attached to Licensor's Structures at any time.

Section 3.17 Structure Maintenance

The expense of maintaining Structures shall be borne exclusively by Licensor and Licensor shall maintain its Structures in a safe and serviceable condition, and shall replace, reinforce, or repair such Structures as they become defective.

Section 3.18 Relocation of Structures Required For Licensor Purposes

Whenever Licensor reasonably determines that it is necessary to replace, move, reset, or relocate a Structure used by Licensee for reasonable city planning purposes, Licensor shall, at least sixty (60) days prior to making such replacement, move, or relocation, give written notice thereof to Licensee (except in case of emergency, when verbal notice shall be given if practicable and subsequently confirmed in writing), specifying in such notice the work to be performed and the approximate time of such proposed replacement or relocation. Licensee may request that a Structure be reset in the same location and Licensor shall attempt to do so when resetting in the same location will conform with applicable law and safety codes and good engineering practices and will not subject Licensor to commercially unreasonable terms and conditions; provided, however, that the additional cost of accommodating this request shall be borne by Licensee. Licensor shall attempt to relocate Licensee's transferring Equipment to a Structure very near the original Structure location, without additional cost to Licensee.

Upon receiving notice, Licensee shall promptly arrange to transfer its Equipment to the new Structure and shall notify Licensor when such transfer has been completed, and Licensor will reimburse Licensee, or its contractor, for half of all reasonable and documented costs actually incurred. In the event such transfer is not completed within thirty (30) days after the time specified in the notice given by Licensor indicating that the Structure is ready for Licensee to transfer its Equipment, Licensor may transfer Licensee's Equipment from the replaced Structure to the replacement Structure in a reasonable

manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days, and Licensee will reimburse Licensor, or its contractor, for half of all reasonable and documented costs actually incurred.

Section 3.19 Tax Liability

Licensee shall promptly pay any tax, fee, or charge that may be levied or assessed against Licensor's Attachments or property solely because of their use by Licensee. If Licensee should fail to pay any such tax or assessment on or before the date such tax or assessment becomes delinquent, Licensor, at its own option, may pay such tax on account of Licensee and Licensee shall, upon demand, reimburse Licensor for the full amount of tax and any penalties so paid. Nothing in this provision in any way limits either Party's rights to challenge such tax assessments.

Section 3.20 Payment for Licensee's Assistance

If Licensee performs any work approved by Licensor to facilitate Licensor's responsibilities in completion of work required to be undertaken by Licensor under this Agreement, Licensor shall pay to Licensee, upon receipt of an invoice, the reasonable and documented costs actually incurred for such work.

Section 3.21 Electricity for Wireless Facilities

Licensor shall supply electricity to Licensee's Wireless Facilities pursuant to and subject to the applicable electricity rates, terms and conditions for such electrical service.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01 Rental Amount—Structures

For authorized Attachments covered under this Agreement, Licensee shall pay to Licensor, in advance, on an annual basis, a rental amount per Pole as shown on Exhibit A, on a billing cycle beginning January 1 of each year. The rental amount for each year shall be based on Licensor's tabulation of Licensee's Attachments situated upon Licensor's Poles and Licensor's current records. Licensor agrees that for any Attachment by which Licensee provides wireless services to the public without charge (if any), such provision of wireless services shall constitute payment in full by Licensee to Licensor of any otherwise applicable rental charge for the relevant Attachment.

Section 4.02 Unauthorized Attachments

Licensee shall not make Attachments to Licensor's Structures without obtaining Licensor's written permission as provided for in this Agreement. In the event Licensee becomes aware of any unauthorized Attachment, Licensee shall make an application to Licensor for such Attachment. Licensee shall pay a late fee for such application in an amount set forth on Exhibit A. Structure rental fees, if any, shall accrue as of the date of installation, whether Licensee's application is approved or rejected. If Licensor validly rejects Licensee's application pursuant to the standards described in Section 3.01, Licensee shall remove the unauthorized Attachment within ninety (90) days of Licensor's valid rejection of the application. If Licensee does not remove the unauthorized Attachment within such ninety (90) days, then Licensor may remove the unauthorized Attachment at Licensee's expense.

Section 4.03 Billing and Payments

Licensor shall send invoices to Licensee via regular U.S. Mail at the address specified below, or at such other address as Licensee may designate from time to time. Invoices for rental charges, if any, will be sent annually or semi-annually. Invoices for all other obligations or amounts due under this Agreement other than rental charges will be sent at Licensor's discretion within a reasonable time, unless otherwise specified in this Agreement. Invoices for non-recurring charges will provide specific identifying information pertaining to each charge. Invoices for rental charges, if any, will provide summary information only. Licensee may obtain additional information pertaining to charges upon written request to Licensor. No charges may be billed by Licensor more than twelve (12) months after such charges were incurred.

Except as otherwise provided in this Agreement or agreed to by the Parties, Licensee shall pay all undisputed charges within forty-five (45) days from the invoice date. Interest at the rate set forth in Section 6.04 shall be imposed on any delinquent amounts. In the event of a billing dispute, Licensee shall submit such dispute in writing within one hundred and eighty (180) days of the date the bill was due. Licensor shall have sixty (60) days to resolve the dispute in writing. Upon resolution of any such billing dispute in Licensee's favor, Licensor will refund any amounts owed, with interest accruing at the rate specified in Section 6.04 below from the later of the date Licensee paid the disputed portion, or the date upon which Licensee provided Licensor notice of the amount in dispute. Upon resolution of any such billing dispute in Licensor's favor, Licensee will pay any amounts owed, with interest accruing at the rate specified in Section 6.04 on any unpaid disputed amounts, dating from the bill due date.

All bills shall be paid to the address designated from time to time in writing by Licensor.

Licensor's billing address:

Provo City Corporation
351 West Center Street,
Provo, UT 84601
Attention: Finance Department

With copies to (which shall not constitute notice):

Provo City Attorney' Office, PO Box 1849
Provo, UT 84603
Attention: City Attorney

AND

Provo City Energy Department, PO Box 658
Provo, UT 84603
Attention: Energy Department Director

Licensee's billing address:

Google Fiber Utah, LLC
Attn: General Manager
1600 Amphitheatre Parkway
Mountain View, CA 94043
fax no.: (650) 253-0001
Email: googlefibernotices@google.com

With a copy to (which copy will not constitute notice):

Google Fiber Inc.
Attn: Google Fiber Legal Department
1600 Amphitheatre Parkway
Mountain View, CA 94043
Email: legal-notices@google.com

ARTICLE V. BREACH AND REMEDIES

Section 5.01 Remedies for Default

If either Party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after written notice thereof has been provided to the defaulting Party, the Party not in default may exercise any of the remedies available to it; provided, however, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, the defaulting Party shall have an additional sixty (60) days to cure the default for a total of ninety (90) days after the Party not in default provides its notice of default. Subject to this section the remedies available to each Party shall include, without limitation: (i) refusal to grant any additional permission for Attachments to the other Party until the default is cured; (ii) termination of this Agreement; and (iii) injunctive relief, provided, however, that notwithstanding anything to the contrary in this Agreement, Licensor may only terminate this Agreement, and Licensee's rights to utilize its Attachments on Licensor's Structures granted herein, in the event that (i) Licensee fails to pay Licensor amounts owed for a minimum of ninety (90) days following receipt of invoice from Licensor or resolution of a payment dispute (including any dispute resolution pursuant to Section 6.02), whichever is later, or (ii) Licensee fails to cure a material breach of this Agreement in accordance with this Section 5.01 and Licensor is unable to cure that material breach using its best efforts, provided that monetary amounts necessary to cure that material breach shall not be considered so long as Licensee complies with the following sentence. In the event that Licensor remedies any breach by Licensee of this Agreement, Licensee shall (a) pay in advance, within thirty (30) days of notice of the breach by Licensor including a cost estimate, eighty percent (80%) of Licensor's costs for the remedy specified in the breach notice and (b) pay within thirty (30) days of receipt of an invoice following completion of the work any reasonable and documented costs in addition to the amount already paid. Licensor will reimburse Licensee within thirty (30) days of completion of the relevant work in the event that reasonable and documented costs are less than the amount paid by Licensee.

ARTICLE VI. GENERAL PROVISIONS

Section 6.01 Governing Law

This Agreement and any action related to this Agreement will be governed the laws of the State of Utah, excluding that body of law controlling conflict of laws.

Section 6.02 Dispute Resolution

Except as otherwise precluded by law, a resolution of any dispute arising out of, or related to, this Agreement shall first be pursued through good-faith negotiations in order to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then either party may seek resolution by exercising any rights or remedies available to either party at law or in equity.

Section 6.03 Failure to Enforce Rights

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement in any instance shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain, at all times, in full force and effect.

Section 6.04 Interest

All amounts payable under the provisions of this Agreement shall, unless otherwise specified herein or disputed in good faith, be payable within forty-five (45) days of the invoice date. An interest charge at the rate of one percent (1%) per month shall be assessed against all late payments. Interest under this Agreement shall not exceed the interest allowable under applicable law.

Section 6.05 Relationship to Third parties

Nothing herein contained shall be construed as affecting, diminishing or interfering with any rights or privileges previously conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any Structures covered by this Agreement; and, except as otherwise provided herein and to the extent not affecting Licensee's rights hereunder, Licensor shall have the right to continue, modify, amend, or extend such rights or privileges. The privileges herein granted to Licensee shall, at all times, be subject to the rights of other entities with attachments to Licensor's Structures under existing third party contracts and arrangements. Further, nothing herein contained shall be construed as conferring or granting to Licensee the exclusive privilege or right to use any of the Structures or other facilities of Licensor. Nothing in this Agreement is intended to confer rights on any third party, as a third party beneficiary or otherwise.

Section 6.06 Confidential Information

Confidential Information may not be disclosed by either party to any person other than its trustees, directors, officers, council members, employees and attorneys of such party or agents of such party who have a need-to-know and agree to similar confidentiality obligations. These confidentiality obligations shall not apply to the extent Confidential Information (i) becomes publicly available other than through the receiving party; (ii) is required to be disclosed pursuant to a governmental or judicial rule, order or regulation or the rule or regulation of a stock exchange; (iii) the recipient of the Confidential Information independently develops such information without access to or use of the Confidential Information; or (iv) becomes rightfully available to the receiving party without restriction from a third party.

Section 6.07 Intellectual Property Rights

Licensee shall be the owner of and will retain all Intellectual Property Rights created, conceived, prepared, made, discovered or produced in connection with Licensee's Attachments.

Section 6.08 Assignment of Rights

Except as set forth below, neither Party may assign or transfer its rights and obligations under this Agreement, in whole or part, to a third party without the written consent of the other Party. Licensor may sell, transfer, or assign its ownership interest in the Structures provided that the purchaser, transferee, or assignee continues to be bound by the terms of this Agreement. Licensee may upon written notice to Licensor assign this Agreement and/or any or all of its rights and obligations under this Agreement to (i) any Affiliate of Licensee; (ii) any successor in interest to Licensee in connection with any merger, acquisition or similar transaction; or (iii) any purchaser of all or substantially all of Licensee's assets used to provide services to residents and businesses located in Provo, Utah.

Section 6.09 Survival of Liability or Obligations Upon Termination

Any termination of this Agreement shall not release either Party from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

Section 6.10 Interpretation

References to Articles and Sections are references to the relevant portion of this Agreement. Headings are for convenience and shall not affect the construction of this Agreement. Exhibit A is attached hereto and made a part hereof.

Section 6.11 Severability

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect; provided, in any such case, the Parties shall negotiate in good faith to reform this Agreement in order to give effect to the original intention of the Parties.

Section 6.12 Prior Agreements; Amendments

This Agreement shall supersede all prior negotiations, agreements and representations, whether oral or written, between the Parties relating to the installation and maintenance of Licensee's Equipment on Licensor's Structures. Any Equipment of Licensee attached to Licensor's Structures shall be subject to the terms and conditions and rental rates, if any, of this Agreement. This Agreement, including any Exhibits attached and referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or altered except by an amendment in writing executed by the Parties hereto.

Section 6.13 Additional Representations and Warranties

Each Party warrants and represents to the other that it possesses the necessary corporate, governmental and legal authority, right and power to enter into this Agreement and to perform each and every duty imposed hereby. Each Party also warrants and represents to the other that each of its representatives executing this Agreement, or submitting or approving an application made hereunder, is authorized to act on its behalf.

Each Party further warrants and represents that entering into and performing under this Agreement does not violate or conflict with its charter, by-laws or comparable constituent document, any law applicable to it, any order or judgment of any court or other agency of government applicable to it or any agreement to which it is a party and that this Agreement and any application approved hereunder, constitute valid, legal, and binding obligations enforceable against such Party in accordance with their terms.

Section 6.14 Relationship of the Parties

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise.

Section 6.15 Joint Drafting

The Parties acknowledge that this Agreement (including the Exhibits, Appendices and Annexes hereto) has been drafted jointly by the Parties and agree that this Agreement will not be construed against either Party as a result of any role such Party may have had in the drafting process.

Section 6.16 Remedies Cumulative; Specific Performance

Except as provided otherwise in this Agreement, all rights and remedies granted to each Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such Party at law or in equity. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that a Party shall be entitled to specific performance of the terms hereof in addition to any other remedy at law or in equity, including monetary damages, that may be available to it.

Section 6.17 Further Assurances

In addition to any other obligations set forth in this Agreement, each Party agrees to take such actions (including the execution, acknowledgment and delivery of documents) reasonably requested by the other Party for the implementation or continuing performance of this Agreement.

Section 6.18 Counterparts; Signatures

This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. To the extent either Party to this Agreement uses an electronic signature the Parties agree that such signature is binding and this Agreement constitutes a writing.

ARTICLE VII. CONTRACT TERM

Section 7.01 Effective Date

This Agreement shall take effect on the Effective Date.

Section 7.02 Term and Termination

This Agreement shall remain in full force and effect for a period of ten (10) years from the Effective Date and will automatically renew for successive five (5) year periods, unless Licensee is no longer operating its network within Provo. Unless Licensee transfers its Attachments to a third party with which Licensor has a separate attachment agreement, upon termination, (i) existing Attachments will continue to be subject to the terms of this Agreement until such Attachments are removed from Licensor's Poles, (ii) Licensee shall use commercially reasonable efforts to commence removal of its attachments, and (iii) unless Licensor grants an extension of time, all attachments must be removed at Licensee's cost within ninety (90) days after the effective date of termination.

ARTICLE VIII. INDEMNIFICATION; LIMITATION OF LIABILITY

Section 8.01 Indemnification by Licensee

Licensee shall defend, solely at Licensee's expense, Licensor and its officers, directors, managers, council members, personnel, permitted successors and permitted assigns (collectively, the "Licensor Indemnified Parties"), against all claims, lawsuits, actions, causes of action, demands or proceedings ("Claims") and shall indemnify and hold harmless Licensor Indemnified Parties from any losses, disbursements, fines, fees, penalties, taxes, settlements, awards, damages, costs, expenses, liabilities, or obligations of any kind, ("Losses") arising out of, relating to, or otherwise in respect of any of the following:

- (a) Claims for bodily injury, death, or damage to tangible personal or real property to the extent: (i) proximately caused by the negligence or willful acts or omissions of Licensee, its personnel and its contractors; or (ii) resulting proximately from Licensee's failure to perform its obligations under

this Agreement;

- (b) Claims arising from Licensee's breach of any representation or warranty in this Agreement or from Licensee's deviation from Licensor written directions or requirements;
- (c) Claims arising from any failure by Licensee or its contractors to comply with all applicable safety codes and requirements, including NESC compliance, with respect to attachments of Licensee attached after the Effective Date;
- (d) Claims that any Licensee personnel is an employee of Licensor, including Claims arising out of Licensee's failure to promptly pay any Licensee personnel for its services, materials, facilities, equipment or labor; and
- (e) Licensee's fraud, violation of law, wrongful misconduct or misrepresentations.

Section 8.02 Indemnification by Licensor

Licensor shall defend, solely at Licensor's expense, Licensee, its Affiliates and each of their respective officers, directors, managers, members, personnel, permitted successors and their permitted assigns (collectively, the "Licensee Indemnified Parties"), against all Claims and shall indemnify and hold harmless Licensee Indemnified Parties from Losses arising out of, relating to, or otherwise in respect of any of the following:

- (a) Claims for bodily injury, death, or damage to tangible personal or real property to the extent: (i) proximately caused by the negligence or willful acts or omissions of Licensor, its personnel and its contractors or (ii) resulting proximately from Licensor's failure to perform its obligations under this Agreement;
- (b) Claims arising from Licensor's breach of any representation or warranty in this Agreement;
- (c) Claims arising from any failure by Licensor to comply with all applicable safety codes and requirements, including NESC compliance, with respect to attachments of Licensor; and
- (d) Licensor's fraud, violation of law, wrongful misconduct or misrepresentations.

Section 8.03 Procedure

A Party who seeks indemnification pursuant to this Agreement (the "Indemnified Party") shall give written notice thereof to the other Party (the "Indemnitor") promptly after the Indemnified Party learns of the existence of such Claim; provided, however, the failure to give such notice shall not affect the rights of such Indemnified Party, except and only to the extent the Indemnitor is prejudiced by such failure. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such Claim. The Indemnitor must acknowledge in writing its obligation to indemnify the Indemnified Party for the entire amount of any Loss relating thereto. No settlement of a Claim may seek to impose any liability or obligation upon the Indemnified Party other than for money damages. If such counsel will represent both Indemnitor and the Indemnified Party, there may be no conflict with such counsel's representation of both. The Indemnified Party will use commercially reasonable efforts to fully cooperate in any such action at its own cost, shall make available to the other Party any books or records useful for the defense of any such Claim, and shall reasonably make available its personnel with respect to defense of the Claim. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such Claim within fifteen (15) days

after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor (but only if indemnification is adjudged to be proper), in any way in which the Indemnified Party deems to be in its best interest.

Section 8.04 Disclaimer of Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND EXCEPT FOR (I) THIRD PARTY CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, AND DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF A PARTY OR ITS PERSONNEL; AND (II) WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF USE, OR LOSS OF PROFITS EVEN IF A PARTY HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF THE FOREGOING.

Section 8.05 Cap on Damages

EXCEPT WITH RESPECT TO A PARTY'S OBLIGATION UNDER THE PRECEDING SECTION, EACH PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS, AND LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT (E.G., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), SHALL NOT EXCEED \$2,000,000.00.

ARTICLE IX. INSURANCE

Section 9.01 Workers Compensation and Employer's Liability Acts

Licensee shall comply with all applicable worker's compensation and employer's liability acts and shall furnish proof thereof satisfactory to Licensor prior to placing Equipment on Licensor's Structures.

Section 9.02 Licensee Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Licensor's Structures, secure and continuously carry with insurers reasonably acceptable to Licensor the following insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$2,000,000 to protect against and from all loss by reason of injury to persons, including Licensee's employees, Licensor's employees and all other third persons, or damage to property, including Licensor's property and the property of all other third parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

Business Automobile Liability insurance with a minimum single limit of \$2,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

Umbrella liability with a minimum limit of \$5,000,000 with up to a \$50,000 deductible.

The policies required herein shall include (a) provisions or endorsements naming Licensor, its directors, officers and employees as additional insured, and (b) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Licensor and that any other insurance maintained by Licensor is excess and not contributory insurance with the insurance required under this section and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Licensor. A certificate in a form satisfactory to Licensor certifying the issuance of such insurance shall be furnished to Licensor by Licensee.

Section 9.03 Licensor Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensor, Licensor shall, at its sole expense, secure and continuously carry with insurers possessing an A.M. Best rating of A or better, or meeting some other objective criteria mutually agreeable to Licensor and Licensee the following insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$2,000,000 to protect against and from all loss by reason of injury to persons, including Licensor's employees, Licensee's employees and all other third persons, or damage to property, including Licensee's property and the property of all other third parties, based upon or arising out of Licensor's operations hereunder, including the operations of its contractors of any tier.

Umbrella liability with a minimum limit of \$5,000,000 with up to a \$500,000 deductible.

The policies required herein shall include (a) provisions or endorsements naming Licensee, its directors, officers, managers, and employees as additional insured, and (b) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Licensee and that any other insurance maintained by Licensee is excess and not contributory insurance with the insurance required under this section and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Licensee. A certificate in a form satisfactory to Licensee certifying the issuance of such insurance shall be furnished to Licensee by Licensor.

Licensor shall also self-insure by maintaining at all times liquidity of at least \$500,000.

ARTICLE X. FORCE MAJEURE

Neither Party shall be subject to any liability or damages for inability to perform its obligations under this Agreement, except for any obligation to pay amounts when due, to the extent that such failure shall be due to causes beyond the reasonable control of either Party, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof (so long as the claimant Party has not applied for or assisted in the application for, and has opposed where

and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war or act of terrorism; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance; or (h) strikes or boycotts; provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect.

ARTICLE XI. NOTICE

Except as otherwise provided herein, any notice required, permitted or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by notice hereunder, and shall be transmitted by United States mail, by regularly scheduled overnight delivery, by personal delivery, or by email:

To Licensor:

Provo City Corporation
351 West Center Street
Provo, UT 84601
Attention: Mayor

With copies to (which shall not constitute notice):

Provo City Attorney's Office
PO Box 1849
Provo, UT 84603
Attention: City Attorney

AND

Provo City Energy Department, PO Box 658
Provo, UT 84603
Attention: Energy Department Director

To Licensee:

Google Fiber Utah, LLC
Attn: General Manager
1600 Amphitheatre Parkway
Mountain View, CA 94043
fax no.: (650) 253-0001
Email: googlefibernotices@google.com

With a copy to (which copy will not constitute notice):

Google Fiber Inc.
Attn: Google Fiber Legal Department
1600 Amphitheatre Parkway
Mountain View, CA 94043
Email: legal-notices@google.com

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first herein written.

Provo City Corporation

Google Fiber Utah, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

- 1) Generally.
 - a. Subject to the provisions of this Exhibit, Licensor agrees to charge Licensee a reasonable rental fee in relation to each of Licensee's Attachments to Licensor's Structures, which, in the absence of a rate otherwise stipulated by this Exhibit, will be negotiated between Licensee and Licensor on a case-by-case basis.
 - b. The rental rate for each Attachment to a Structure will be the same as, or less than, the lowest rate charged by Licensor of any other attacher to the same or a materially similar Structure. In the event that Licensor makes available any rate more favorable to one or more third party attacher, Licensor shall make that same rate available to Licensee at the same time as to that third party attacher. Upon Licensee's request, Licensor shall provide Licensee with reasonable documentation showing the rate charged by Licensor of each third party attacher to its Structures.
 - c. Licensor may decrease the applicable rental fee at any time and in any amount.
- 2) Poles.
 - a. Except as otherwise agreed between the Parties, the lowest rental rate charged by Licensor per attachment to a utility or light pole (each a "Pole") at the effective date is \$5.00, which is the amount that Licensee will pay per Attachment to a Pole from the Effective Date (the "Pole Rental Fee").
 - b. Licensor may decrease the Pole Rental Fee at any time and in any amount.
 - c. Licensor may only increase the Pole Rental Fee by way of an ordinance passed by the Provo Municipal Council, and only provided that the Pole Rental Fee may never be greater than the rental rate that would be charged under the pole rental formula contained in 47 C.F.R. 1.1409(e)(2).