

**MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK BY AND BETWEEN THE CITY AND
COUNTY OF AND METRO FIBERNET, LLC**

This Master License Agreement (this “Agreement”), dated as of the ____ day of _____, 2024 (the “Effective Date”), is entered into by and between the City and County of Broomfield, a Colorado home rule municipality and county (the “City”), and Metro Fibernet, LLC, a Nevada limited liability company (the “Company”), each a “Party”, and collectively, the “Parties”.

RECITALS

A. The City holds good and valid title to the Public Rights-of-Way (“ROW”), as defined in Section 1.7 below, throughout the City and desires to protect and preserve the ROW. The City further maintains police power authority to regulate access to and use of the ROW in a manner that protects the public health, safety, and welfare, consistent with Applicable Law.

B. The Company is in the business of providing Services to its customers through fiber-based telecommunications and broadband networks, including the Network (as defined in Section 1.6 below) to be installed in the City, in accordance with regulations promulgated by the Federal Communications Commission (“FCC”) and pursuant to this Agreement.

C. For purposes of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Equipment, as defined in Section 1.4 below, in the Public Rights-of-Way in the locations detailed in Supplemental Sites Licenses, a sample of which is attached hereto as Exhibit A.

D. The City desires to grant to the Company a non-exclusive license (“License”) for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Company, with respect to such interest as the City may have in the ROW, the authorization to install, construct, operate, maintain, repair, inspect, remove and replace the Equipment in, under, or along the ROW, subject to the following conditions:

1. **Definitions.** The following definitions shall apply generally to the provisions of this Agreement:
 - 1.1. **“Applicable Law”** means any statute, ordinance, judicial decision, order (including, without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.
 - 1.2. **“Claims”** means (1) losses, liabilities, costs and expenses of any sort, including reasonable attorneys’ fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation,

removal, remedial, and restoration costs, and consultant and other reasonable fees and expenses; and (4) any and all other reasonably related costs or expenses.

- 1.3. **“Equipment”** means electronics equipment, transmission equipment, shelters, conduit, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment related to the operation of the Company’s Network.
 - 1.4. **“Hazardous Substance”** means any substance or material defined or designated, or other similar term by any Applicable Law presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include without limitation any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.
 - 1.5. **“Network”** or collectively **“Networks”** means one or more of the neutral-host, broadband communication or telecommunication systems operated by the Company to serve its customers in the City.
 - 1.6. **“Public Rights-of-Way,” “Public ROW” or “ROW”** means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include City parkland, trails, state or federal rights-of-way, or any property owned by any person or entity other than the City, except as provided by Applicable Law or pursuant to an agreement between the City and any such person or entity.
 - 1.7. **“Services”** means the telecommunications or broadband services provided through the Network by the Company to its customers. Services also includes the lease of the Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the Network to another person or entity, provided that the Company at all times retains exclusive control over the Network and remains responsible for locating, servicing, repairing, relocating, or removing its Network pursuant to the terms of this Agreement.
 - 1.8. **“Standards”** means the current version of the Broomfield Standards and Specifications.
2. **Term.** This Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years from the date it has been executed by both Parties, unless it is earlier terminated by either Party in accordance with the provisions herein. Provided, however, that if the Company’s Network is not operational and providing Services to customers within the City within two (2) years of the Effective Date of this Agreement, this Agreement may be terminated by the City, in its sole discretion, upon ninety (90) days written notice. This Agreement will be automatically extended for an additional term of ten (10) years from the expiration date of the current term, unless either

Party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations) at least three (3) years before the expiration of this Agreement. Notwithstanding the expiration of this Agreement, and so as long as the Parties are negotiating in good faith, and until such time as either a new agreement has been reached or the City has determined not to renew this Agreement, the Company shall have the right to continue to occupy and use the ROW pursuant to the terms of this Agreement.

3. **Scope of Agreement.** All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to Applicable Law. All rights expressly granted to the Company under this Agreement shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under Applicable Law to use any parts of the Public ROW, exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public ROW. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee. This Agreement does not grant any authority to utilize the Public ROW to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, deploy wireless communications facilities in the ROW, or provide wireless communications services. The Company acknowledges that the City has made no warranties or representations regarding the fitness or suitability of any ROW for the installation or operation of the Equipment and the Company shall accept the Property AS IS. Any performance of work or costs incurred by the Company contemplated under this Agreement is at the Company's sole risk. The Company understands there is risk involved in placing the Equipment within the Public ROW and hereby releases the City, and its agents and employees, from any liability for any damage to the Equipment that may be caused by the City's construction or maintenance operations, or any other reason, and from any liability for any injury or damage incurred by the Company in its use of the Equipment within the Public ROW.
- 3.1. **City Use.** The Company acknowledges and agrees that the City currently uses and intends to continue to use the ROW for road purposes, and the rights granted to the Company for use of the ROW are subject to the rights of the City to use the property for a public road, sidewalk, shoulder, snow or material storage, drainage, water, wastewater, network, and other utilities or such other purposes as permitted by law which the City expressly reserves. In the event the City desires use of the ROW where the Equipment exists for future improvement projects, the City shall be under no obligation to pay to the Company any damages for removal or relocation of the Equipment and the Company shall relocate or remove such Equipment in accordance with the terms of this Agreement as more particularly set forth below.

4. **Construction.** The Company intends to install its Network at the locations to be approved by the City and submitted as a request for Supplemental Site License. The Company shall be required to obtain a Supplemental Site License and any permits required from the City for the installation of the Equipment (currently referred to as a Public/Private Improvement Permit (PPIP)) for each Equipment location or to perform any excavation or other work in the Public ROW in connection with its Network deployment. The Company shall use the form attached as Exhibit A prior to beginning construction in conjunction with the City's standard application for work within the ROW for the initial construction. The City will authorize the Company to commence construction with the grant of a Supplemental Site License and the provision of all necessary permits for the work within the ROW. The City's granting or approval applicable to such licenses and permits shall not be unreasonably, withheld, conditioned, or delayed. Supplemental Site Licenses shall be approved administratively by staff and signed by the City Engineer. The intent of the Parties is that the Supplement Site License will show a larger area of where the Equipment is anticipated to be installed generally, with the individual permits for ROW construction providing more detail as to the exact location and manner of construction. Pursuant to the Standards, any person performing work that requires a permit shall obtain a Contractor's License as set forth in Broomfield Municipal Code Chapter 15.32. If the Company's construction requires any deviation in any manner from the approved plans, the Company shall notify and obtain prior written approval from the City for any changes in advance of any construction or alteration. The Company shall pay for and repair, at its sole expense, any damage to existing facilities located on the Public ROW, whether owned by the City or others, that occurs as a result of the Company's construction or alteration of the Equipment.
- 4.1. **Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location of the Equipment meets any of the criteria for a permit per the Standards, the Company shall apply for the appropriate permits and pay any standard and customary permit fees. The City shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public ROW in a reasonable and timely manner, provided that, the City may withhold a permit if the Company has outstanding permits that are not diligently being completed in the sole and absolute discretion of the City, or the City does not have adequate staffing to manage the permit requests currently in process with the City. As a condition of obtaining any permit that involves digging or other excavation in the Public ROW, the Company shall comply with all documents and processes set forth in the Standards and at a minimum, as part of its permit application submittal materials, identify on its fiber plan and profile set the following information:
- 4.1.1. All pothole and boring locations, the boring and installation method for its Equipment, number and size of conduits, cover depth of conduit, dimension clearance from the proposed conduit and existing utilities.
- 4.1.2. The horizontal and vertical locations of any other existing

underground utility or other facilities in the Public ROW in the proximity of the proposed work area, in accordance with state laws for subsurface utility engineering and any additional City requirements, and what work will be self-performed and what work, if any, will be performed by subcontractors.

- 4.1.3. For each permit request, the Company shall provide construction drawings for review by the City, that identifies all existing and proposed utilities, identifies the location of all Equipment to be installed (including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment), ROW limits, existing or proposed easements, existing trees, fences, and other above ground improvements, traffic control signs and equipment, any other existing improvements, where the installation will occur (back of sidewalk, in the paved surface of the roadway), a profile with potholed locations of existing utility crossings (including fiber, water, sanitary sewer, and stormwater lines), a plan for conducting emergency repairs and all anticipated, expected restoration work. Where applicable, the design documents shall include specifications on design and ADA compliance.
- 4.1.4. If revisions to the construction drawings are required by the City, the Company shall provide revised drawings for review until final approval. The Company shall then include the final construction drawings with the appropriate permit application. The Company shall be allowed to seek permits year-round and all permits will expire as defined by the Standards. All work associated with a permit must be completed, including all restoration of pavement, sidewalks, landscaping, and other items, before a permit can be closed.
- 4.1.5. Plans shall show the Company's drawings of Equipment as compiled in accordance with the City's current practices and procedures as they are in effect from time to time, as well as any information required by Applicable Law.
- 4.1.6. "As-Built" drawings and design files with respect to the Equipment will be provided to the City as provided in the Record Drawings Section of Standards.
- 4.2. **Obtaining Required Permits Using Shallow/Micro Trenching.** The City currently does not have separate standards and specifications for the installation of Equipment using shallow, or micro, trenching techniques. As a result, in addition to the applicable requirements set forth Section 4.1, the following standards shall apply for all shallow, or micro, trenching work within the City.
 - 4.2.1. Not Applicable
- 4.3. **Location of Equipment.** Potholes, analysis of as-built drawings, or

investigation of existing utility infrastructure must be performed so any conflicts with existing utilities (including fiber, water, sanitary sewer, and stormwater lines) are to be shown in the profile view of the drawings to be approved by the City. Prior to construction on each permit, the Company and its contractors must physically identify the locations of existing underground utilities within the path of construction via potholing. Potholes must be filled according to the current Standards. GIS data on the utilities and pipe material, if it can be visually identified, shall be updated on the engineering plans and as-built drawings. In relation to other utilities, all Equipment shall be placed according to the Standards. All Equipment shall be placed underground or, if approved by the City, via attachment to existing utility poles in compliance with the pole owner process for attachment. Any Equipment proposed to be located above ground must be screened in the manner approved by the City and the approval of the entity responsible for the maintenance of the property on which the Equipment is located.

- 4.4. **Obtaining Required Permits for Maintenance and Repair Work.** The Company, at its sole cost and expense, shall maintain the Equipment and every part thereof in good condition and repair, and perform any necessary maintenance functions. Any damage to the Equipment shall be repaired in a timely manner, but in no event later than 30 calendar days after a written request for such repairs from the City. The same process as described in Section 4.1 and 4.2, as applicable, shall be followed for work within the Public ROW relating to the repair or maintenance of the Network after installation; provided, that, a new Supplemental Site License will not be required after the initial installation of the Equipment, but any other necessary permits and performance guarantees for the performance of the work shall be secured as provided herein or in the Standards.
- 4.5. **Fees.** The Company shall apply for the appropriate permits and pay any standard and customary permit fees. In the event that the staffing levels are not sufficient to process Supplement Site Licensee and/or related permits for work in the ROW, whether due to City staffing levels or the number of permits being requested within the City, the City may notify the Company of its ability to add additional staffing capacity through the use of third party contractors. In such an event, the City shall notify the Company of the option to use third party contractors, and in such event the Company desires to pay the additional cost of third party consultants for the Supplement Site License and permit review and inspection work, the Company shall agree to pay the City any costs that the City incurs for such third party review, plus a 5% administrative review fee, less the applicable fees collected pursuant to the City's permit fee schedule had the work been performed by City staff. In such event, the Company shall reimburse the City for all costs and expenses associated with the third party review activities. The City shall provide invoicing to the Company documenting such costs which shall be due and payable within 21 calendar days of receipt to the City. The City will in turn use such funds to pay the third party consultants upon receipt. The purpose of this provision is to allow the City to

recover its actual costs for plan review, engineering and surveying review, and for construction observation, inspection and materials testing. If the Company elects not to pay for the additional costs, the City shall review the Supplement Site License and necessary permits in the ordinary course of business and shall not charge any additional fees, but the Company acknowledges that time for review may be extended in such an event which is not unreasonable.

- 4.6. **Public Infrastructure Security.** In accordance with the Standard's performance guarantee requirements, the Company shall provide financial security, in the form of letter of credit (in a form approved by the City) or cash deposit, for the cost to repair or reconstruct all public infrastructure anticipated to be required with any Supplemental Site License or ROW permit and the cost of any third-party contractors (as described in Section 4.5 above) engaged by the City in conjunction with the services provided herein. Rather than complete a new performance guarantee for each permit issued, the City and the Company may mutually agree upon an amount of a performance guarantee sufficient to cover the costs of the work anticipated to occur within the City for one calendar year. The Company shall provide such security in the approved form and amount prior to issuance of any required construction permit. When all required repairs or reconstruction of public infrastructure have been completed in accordance with City Standards, the City shall release the performance guarantee back to the Company in accordance with the Standards.

- 4.6.1. **Warranty.** The Company, or its contractor, shall warranty any work in the ROW for possible replacement or repairs for a period of two (2) years after completion of the work under a ROW permit. The performance guarantee shall remain in place even upon the completion of the work if additional permits are issued or anticipated to be issued. Only when no additional permits are outstanding and no additional work is contemplated by the Parties shall the performance guarantee be reduced as set forth in the Standards.

- 4.7. **Utility Notification Center.** The Company shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground utilities, and locate the Equipment as required. The Company shall use commercially reasonable efforts to coordinate with the City and any affected utilities to undertake locations in accordance with the policies of each entity.

- 4.8. **Damages to Other Utilities.** To the extent that Company or any of its contractors cause damage to other utility facilities (including network, water, sanitary sewer, and stormwater lines), if there is damage caused to any major facility, at the discretion of the City, all construction within the City shall cease in order to allow the affected utilities to have the damage repaired. Any contractor of the Company that causes damage to another utility's facilities may be forbidden by the City from doing any further work under this Agreement. Should a stop work order be issued as a result of any damage caused by the Company or any of its contractors, such stop work order may not be lifted until such time as

all damaged parties have been fully compensated for their actual damages incurred. See also Damages and Restoration below.

- 4.9. **Public Engagement.** Prior to beginning any work to install, maintain or repair its Network in the Public ROW, the Company shall first notify residents of the work (via door hangers) a minimum of 48 hours in advance of performing the work and the language on the door hangers must be approved by the City all as set forth in the Interruption of Services Section of the Standards.
- 4.10. **General Warranty.** The Company warrants that all Equipment installed by it shall be in accordance with: (a) generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with the City municipal code and any regulations promulgated thereunder (“City Regulations”); (b) the plans and specifications provided by the Company to the City and approved by the City (the “Plans”); and (c) the same standards that the Company applies to construction of its own facilities (collectively referred to as the “Construction Standards”). The Company further warrants that the Equipment shall be free from obstructions and otherwise fully comply with the Construction Standards.
- 4.11. **Non-Liability.** The Company acknowledges that the City’s review and approval of the Plans for the Equipment is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to the Company or third parties is assumed by such review approval.
5. **Relocation of Equipment.** The Company understands and acknowledges that City may require the Company to relocate one or more of its Equipment installations horizontally or vertically. The Company shall at City’s direction relocate such Equipment, at the Company’s sole cost and expense, not later than ninety (90) days (except in the case of an emergency) after receiving written notice that the City determines that the relocation is needed. In any such case, the City shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the City within a reasonable time from the date of the notification, but in no event later than three working days prior to the date the City has notified the Company that it, or another public agency or special district intends to commence its work, or, in the case of emergencies, immediately, the City or its agent, public agency or special district completing the work, shall be entitled to relocate the Equipment at the Company’s sole cost and expense, without further notice to the Company and may invoice the Company for such expenses which shall be paid promptly by the Company.
6. **Modification of Supplement Site License Prior to Installation.** In the event that (i) any of the Supplemental Site License applications has been rejected; (ii) any governmental approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; or (iii) the Company determines the Equipment Location is no longer technically compatible or financially feasible for its use, the Company shall have the right to terminate all or part of a Supplemental Site License prior to installation of

any Equipment. Notice of the Company's exercise of its right to terminate shall be given to the City in writing as set forth in this Agreement, and shall be effective upon the dates set forth in the notice. All standard and customary permit fees paid to said termination date shall be retained by the City. Upon such termination, all or part of the Supplemental Site License, as applicable, shall be of no further force or effect except to the extent of the obligations set forth in this Agreement. The Parties may mutually agree to modify any Supplemental Site License Agreements as needed to reflect any modifications.

7. Termination; Default; Removal and Abandonment of Equipment.

7.1. Termination; Default. At any time, the Company may elect to terminate this entire Agreement or may elect to discontinue the use of only portions of the Equipment. The City shall have the right to terminate all or a portion of this Agreement for failure of the Company in the performance of any covenant or condition in this Agreement within 30 days after receipt from the City of written notice of such breach; provided, however, if the nature of the remedy reasonably requires more than 30 days to cure, the Company shall not be in default if the Company commences such remedy within such 30-day period and thereafter diligently pursues such remedy to completion.

7.2. Notification of Discontinue Use. If at any time the Company intends to terminate this Agreement or discontinue use of any or all Equipment, it shall notify the City in writing of the intent to discontinue use. Such notice (the "Discontinuance Notice") shall describe the Equipment for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than sixty (60) days from the date such notice is submitted to the City and the Company's intended method of removal and restoration. The methods of removal or restoration shall include the following options (as more specifically described below):

7.2.1. Removal of the Equipment from the ROW; or

7.2.2. Abandonment of the Equipment in Place.

7.3. City's Election Upon Receipt of Discontinuance Notice. Upon receipt of a Discontinuance Notice, the City shall have sixty calendar days (the "City's Election Period") to notify the Company of its election with respect to the discontinued Equipment (the "City's Election"). The City may elect to allow the Company to: i) require removal of the Equipment from the ROW, in its sole discretion as more particularly described below, ii) convey the Equipment to the City as described below, or iii) abandon the Equipment in place. If no election is made by the City, the Company may abandon the Equipment in place and the Equipment shall remain under the ownership of the Company. In any event, upon termination or discontinuance of use, the Company shall be required to remove at its sole cost and expense any above ground structures with foundations from the ROW upon termination of this Agreement, regardless of the election made by the City hereunder. For purposes of clarity, above ground structures with foundations does not include the removal of pull boxes or other equipment that is flush with ground level. The City shall be reimbursed by the Company for all removal costs

and expenses including administration costs to remove the above ground structures with foundations, if the Company fails to remove the same.

- 7.4. **Removal of Equipment by the Company.** The Company may not remove, destroy, or permanently disable any such Equipment until the Company has obtained the necessary permits from the City for the removal of the Equipment from the Public ROW. If the City elects for the Equipment to be removed, the Company shall obtain a permit for such removal within 60 days of the receipt of the City's Election. Once the necessary permits have been issued by the City (including receipt by the City of any performance guarantee), the Company shall remove and dispose of such Equipment and restore any property damaged by such removal, and shall complete such removal, disposal, and restoration in accordance with the terms and within the time set forth in the permit, unless additional time is requested from and approved by the City. If Company fails to complete this removal and restoration work in accordance with the approved permit, then the City, upon written notice to the Company, shall have the right at the City's sole election, but not the obligation, to perform the removal or restoration work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the City actual costs and expenses incurred by the City in performing the work to the extent not covered by the performance guarantee received with the permit. If the City does not remove such items at the City's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public ROW may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner permitted by Applicable Law.

- 7.4.1. If Company does not take any action to remove its Equipment pursuant to Section 7.4 or fails to affirmatively abandon or remove its Equipment within six (6) month of the City's Election notice, then the City may, in its sole discretion, notify the Company that the Company will be deemed to have remised, released, quitclaimed, and sold to the City all title and ownership in any Equipment remaining in the Public ROW, and the permanent abandonment in place and transfer of ownership of that Equipment shall automatically vest in the City without necessity of an additional agreement or instruments of conveyance.

- 7.5. **Conveyance of Equipment to the City.** At the discretion of the City, and upon written notice of the City's Election during the City's Election Period described above, the Company may abandon the Equipment in place, and shall further convey full title and ownership of such abandoned Equipment to City in a form acceptable to City. If the City agrees to accept ownership, the Company shall execute and deliver to the City bills of sale in a format acceptable to the City, and such other documents as the City deems necessary to effectuate such transfer of ownership to the City within thirty (30) days of the City's written notice of its intent to accept the transfer. The consideration for the conveyance is the City's permission to abandon the Equipment in place.

The Company shall be responsible for all obligations as owner of the Equipment, or other liabilities associated therewith, until the conveyance is completed. Once the conveyance is completed, the City shall be the owner and responsible for the Equipment.

- 7.6. **Abandonment of Equipment in Place.** At the discretion and upon written notice of City Election, the Company may abandon the Equipment in place, but the Company still retains the responsibility for all obligations as owner of the Equipment, or other liabilities associated therewith. The Company acknowledges and agrees that any Equipment that is abandoned in place may, at a later date, be removed by the City, another public agency or special district, if such party is doing work within the ROW that requires removal of the Equipment, all without further notice to the Company.
- 7.7. **Survival.** The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.
8. **Damage and Restoration.** Unless otherwise provided by Applicable Law, whenever the installation, removal, or relocation of any Equipment is required or permitted under this Agreement, and such installation, removal, or relocation shall cause the Public ROW or any City or other public or private property to be damaged, or whenever the Company, in connection with any of its operations, causes damage to the ROW or any other public or private property, the Company, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property in which the Equipment is located and all affected property to a safe and satisfactory condition. Any repairs or restoration, including emergency work, shall be completed as set forth in the Standards.
9. **Other Utilities, Other Service Providers.**
 - 9.1. The Company agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, the Company has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all employees, agents, contractors, and other persons who enter upon the Public ROW the existence and nature of such natural gas facilities and the potential danger and risk involved.
 - 9.2. The Company agrees and understands that any natural gas facilities, if located within the ROW, may be subject to cathodic protection by rectifier and related anode beds, and that City shall not be liable for stray current or interfering signals induced in the Equipment as a result of the operating of the cathodic protection system.
 - 9.3. The Company agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related facilities within the ROW, the Company has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of

its employees, agents, contractors, and other persons who enter upon the Public ROW of the existence and nature of such electric facilities and the potential danger and risk involved.

10. **Hazardous Substances.** The Company agrees that the Company, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of the City, the Company shall pay, indemnify, defend, and hold the City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company shall ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the ROW and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.
11. **Indemnification.** The Company shall indemnify, defend, and hold the City, its employees, officers, elected officials, agents, and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, or liability (or any Claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Network and any Equipment, or the Company's breach of any provision of this Agreement. The Company's indemnification obligations extend to any Claims asserted by and any person or entity, including, but not limited to, employees of Company or its contractors, subcontractors, or their employees; and any Claims arising from, or alleged to be arising in any way from, the acts or omissions of Company, its sublessees, invitees, agents, or employees.
 - 11.1. The City shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit, or other proceeding in connection with any Claim. In the event such Claim arises, the City shall tender the defense thereof to the Company and the Company shall reasonably consult and reasonably cooperate with the City and County Attorney's Office while conducting its defense. The City and the Indemnified Party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.
 - 11.2. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the City, the Company shall pay for all reasonable expenses incurred by the City as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the City shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The City's expenses hereunder shall include all

reasonable out-of-pocket expenses, such as consultants' fees.

12. **Insurance.** To assure the City that the Company is always capable of fulfilling specified indemnification obligations, the Company, and its contractors and subcontractors, shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit B. The insurance requirements set forth in Exhibit B may be updated without an amendment to this Agreement with each renewal, automatic or otherwise, of this Agreement. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of the Company as provided elsewhere in this Agreement, and the Company should rely on its expertise to obtain additional insurance coverage needed for the City and the Company in its performance hereunder.
13. **Governmental Immunity.** The City and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Master License Agreement or any Supplemental Site License, immunities, limitations, coverages, or protections of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as a result of entering into this Agreement.
14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. Either Party may change its representative at any time by notice to the other Party. The Parties each designate an authorized representative as follows:
 - 14.1. **City Representative.** The City designates the City Engineer as the authorized representative of the City under this Agreement. Email address is engineeringpermits@broomfield.org.
 - 14.2. **Company Representative.** The Company designates VP of Construction, Scott Grieble, as the authorized representative of the Contractor under this Agreement. Email address is scott.grieble@metronet.com.

If the Company is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.
 - 14.3. **Emergency Contact.** The Company shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring the City to take immediate action. The Company's 24/7 call center number is: Metronet NOC (833) 266-5812.
15. **Miscellaneous Provisions.** The provisions that follow shall apply generally to the obligations of the parties under this Agreement.
 - 15.1. **Documentation.** A Company representative shall have one copy of the applicable rights of way permit issued for work authorized under any Supplemental Site License in the Public ROW and available during construction or maintenance of any Equipment.
 - 15.2. **Non-Exclusive Use.** The Parties understand and agree that the City

permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, the City shall not be liable to the Company for any damage caused by those persons or entities.

- 15.3. **Compliance with Laws.** The Company shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work under this Agreement, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
- 15.4. **Severability of Provisions.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15.5. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both the City and the Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither the City nor the Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement, except when done so in writing by a Party's authorized representative.
- 15.6. **Federal and State Authorizations.** The Company has obtained all government licenses, permits and authorizations from the Federal Communications Commission which are required in order to provide the Services.
- 15.7. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado. Venue for any proceeding arising out of this Agreement shall be in the District Court, Broomfield County, Colorado.
- 15.8. **Force Majeure.** With respect to any provisions of this Agreement, the violation or noncompliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, pandemics, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such party's reasonable control, and which was not caused and could not have been avoided by a party which used its best efforts in its operations to avoid such results. If a Party believes

that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, it shall provide documentation as reasonably required by the other Party to substantiate its claim. If that Party has not yet cured the deficiency, it shall also provide the other Party with its proposed plan for remediation, including the timing for such cure.

- 15.9. **Limitation of Liability.** Except for indemnification pursuant to Section 11, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 15.10. **Representations and Warranties.** Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- 15.11. **No Third-Party Beneficiaries.** This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.
- 15.12. **Public Disclosure.** The Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, §24-72-202(6), C.R.S., and accordingly may be disclosed to the public.
- 15.13. **Officials Not To Benefit.** No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom other than being provided the Services of the Company as any other customer of the Company.
- 15.14. **Co-Builds and Use of Conduit by the City.** Should the City desire to place its own facilities for City purposes in trenches or bores opened by the Company, the Company shall cooperate with the City in any construction by the permittee that involves trenching or boring in accordance with Broomfield Municipal Code §14-10-120 (F) and (G).
- 15.15. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, the Company may, with written notice to the City, assign this Agreement to: (a) an affiliate or parent company; (b) a successor that purchases all or substantially all of Company's assets or equity; or (c) any entity into which Company merges or consolidates.
- 15.16. **Amendment.** This Agreement may not be amended except pursuant to a written instrument signed by both Parties. The City and County Manager has the authority to enter into amendments to this Agreement, in

addition to the areas herein specifically delegated to the City Engineer by this Agreement.

- 15.17. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the Parties concerning use of the Public ROW is superseded by this Agreement.
- 15.18. **Execution; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement.

[The remainder of this page is intentionally left blank.]

This Agreement is executed by the Parties hereto in their respective names as of _____, 2024.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

Mayor
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City and County Attorney

COMPANY

METRO FIBERNET, LLC,
a Nevada limited liability company


By:  _____
Stacy Jenkins Oct 7, 2024 23:44 CDT
Stacy Jenkins, Sr. VP of Construction
Address: 8837 Bond St, Overland Park, KS 66214



EXHIBIT A

THE COMPANY SHALL PROVIDE THE FOLLOWING SUPPLEMENTAL SITE LICENSE SIGNED INCLUDING A MAP OF THE AREA TO BE CONSIDERED FOR INSTALLATION OF EQUIPMENT AS MORE PARTICULARLY DESCRIBED IN THE MASTER LICENSE AGREEMENT. IN ADDITION TO THIS DOCUMENT, THE COMPANY SHALL SUBMIT THE THEN CURRENT FORM OF ROW PERMIT APPLICATION (CURRENTLY REFERRED TO AS A PUBLIC/PRIVATE IMPROVEMENT PERMIT).

FORM OF SUPPLEMENTAL SITE LICENSE

THIS SUPPLEMENTAL SITE LICENSE is entered into this ___ day of _____, 20___ (“Effective Date”) between the City and County of Bromfield, Colorado, a Colorado home rule municipality and county (the “City”) and _____ (“Company”) (collectively, the “Parties”).

1. Supplemental Site License. The City grants to the Company a non-exclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain the Equipment, as contemplated and defined in that certain Master License Agreement For Fiber Optic Network in connection with the operation of the Company’s Network, between the City and the Company dated _____, 20___, within the Public ROW (as defined in the Master License Agreement) segment shown in Exhibit 1, attached hereto and incorporated herein by this reference (“Equipment Location”). **[DRAFTING NOTE: EACH TIME A SUPPLEMENTAL LICENSE IS GRANTED THE NUMBER FOR THE NEXT EXHIBIT SHALL BE INCREASED BY 1 DIGIT (i.e. Exhibit 1, Exhibit 2, Exhibit 3 etc.), SO EACH SUPPLEMENTAL SITE LICENSE CAN BE MORE EASILY TRACKED]**
2. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 3 of the Master License Agreement.
3. Equipment Location Acknowledgement. The Company and the City acknowledge and agree that the general placement of the Equipment in the locations identified on Exhibit 1 are feasible and the City believes there is room within the ROW indicated for the Equipment; however, the individual permits issued for the installation of the Equipment shall list the detail as required and detailed in the Master License Agreement.
4. Incorporation of Master License Agreement. All of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Master License Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Master License Agreement unless otherwise indicated herein.
5. Approvals. It is understood and agreed the Company’s ability to install its Equipment in the ROW is contingent upon its obtaining all of the appropriate certificates, permits and other approvals that may be required under Applicable Law.
6. Notice and Communications. All notices, requests, and demands to or upon any Party to this Supplemental Site License shall be in writing addressed to the person

designated in the Master License Agreement.

7. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

City Engineer
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

COMPANY

Name:
Title:

EXHIBIT 1

Supplemental Site License Location Map

[To be attached with Supplemental Site License Application]

EXHIBIT B

INSURANCE REQUIREMENTS

CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including Pollution Liability

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A- VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Pollution Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits– The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
 - a. the effective date of the Contract
 - b. the expiration date of any coverage
 - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which the Contract are satisfied, the following:

Insurance Requirements - Including Pollution Liability		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	Commercial General Liability <ul style="list-style-type: none"> Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. <p>Note: For contracts involving vendor/contractor contact with minors or at risk adults Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p>	Minimum Limits: <ul style="list-style-type: none"> \$5,000,000 Each Occurrence \$5,000,000 General Aggregate (Per project aggregate for construction contracts) \$5,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)
2.	Automobile Liability <ul style="list-style-type: none"> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos). 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 each accident combined single limit. \$2,000,000 General Aggregate If hazardous materials are transported, an MCS 90 form shall be included on the policy.
3.	Workers' Compensation <ul style="list-style-type: none"> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. <p>Note: This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</p>	Employer's Liability with Minimum Limits: <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate
4.	Environmental Liability Insurance <ul style="list-style-type: none"> Contractor/Vendor will purchase an environmental liability policy covering bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from contractor/vendors operations and completed operations. 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 Each Occurrence/Aggregate
5.	Excess or Umbrella Coverage <ul style="list-style-type: none"> Excess or Umbrella Liability insurance on an occurrence basis covering in excess of commercial general liability insurance, which has coverage as such policy. 	Minimum Limit: <ul style="list-style-type: none"> \$2,000,000 Each Occurrence/Aggregate
<p>Additional Insured - The following shall be named an Additional Insured: The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Pollution Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p>Certificate Holder is: City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 certificates@broomfield.org</p>		

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to RiskManagement@broomfield.org