



## **AMENDMENT NO. [X]**

This Amendment No. [X] to the Connect Services Agreement (“Amendment”) is entered into effective as of \_\_\_\_\_, 2018 (the “Effective Date”) by and between \_\_\_\_\_ (“Customer”) and Big Belly Solar, Inc. (“Bigbelly”). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement or applicable attachment to the Agreement.

WHEREAS, Bigbelly and Customer are parties to that certain Connect Services Agreement dated as of \_\_\_\_\_ (the “Agreement”);

WHEREAS, Customer and Bigbelly now desire to have Bigbelly perform upgrades and/or replacement of existing Equipment, and/or the installation of new equipment (collectively “Equipment Upgrades”) in connection with Bigbelly’s installation and Operation (as defined in Attachment C) of Telebelly Equipment (defined in Attachment C) on Property (defined in Attachment C) located within Customer’s jurisdiction; and

WHEREAS, Customer and Bigbelly desire to enter into additional terms and conditions associated with the Telebelly Equipment as more particularly described in Attachment C.











NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, Bigbelly and Customer agree as follows:

### **1. Connect Service Schedule**

- 1.1 Effective as of the Effective Date, and from time to time, the Connect Service Schedule set forth on the first page of the Agreement will be amended when additional Equipment and Service is added under the Agreement, a current copy of which is as follows:

[Connect Service Schedule on following page]

## Connect Service Schedule

 <b>System Software</b> <ul style="list-style-type: none"> <li>CLEAN Management Console Licenses for Full Term</li> <li>CLEAN Mobile Software Licenses for Full Term</li> </ul>	 <b>Automated System Monitoring</b> <ul style="list-style-type: none"> <li>Automated System Diagnostics and Alerts</li> </ul>
 <b>Equipment/Hardware</b> <ul style="list-style-type: none"> <li>Custom Configuration as Detailed Below</li> </ul>	 <b>Cleaning and Inspection</b> <ul style="list-style-type: none"> <li>Annual Comprehensive Station Cleaning</li> <li>Annual 21-Point Station Inspection</li> </ul>
 <b>Station Installation</b> <ul style="list-style-type: none"> <li>On-Site Installation for Stations</li> </ul>	 <b>Warranty</b> <ul style="list-style-type: none"> <li>Hardware Parts Warranty for Full Term (includes battery)</li> </ul>
 <b>Setup and Training</b> <ul style="list-style-type: none"> <li>CLEAN Management Console Software Account Setup</li> <li>System Training &amp; Onboarding</li> </ul>	 <b>Customer Support</b> <ul style="list-style-type: none"> <li>Customer Support Hotline and Trained Field Service Professionals</li> </ul>
 <b>Equipment/Hardware Configuration</b>	 <b>Telebelly Equipment/Services (including Attachment C)</b> (Check if applicable [ X ] , otherwise N/A) <ul style="list-style-type: none"> <li>Information and communication technology equipment hosting platform</li> <li>Wireless Carrier Relationship – sales, license negotiations and ongoing management</li> <li>Technology Roadmap Management – Ongoing product development</li> <li>Wireless Facility Access Fee – paid to Customer by Bigbelly on behalf of wireless carrier</li> </ul>
XX	XXX

New Equipment Service Fee: Monthly System Cost	XXXXX
New Equipment Shipping: One Time Fee	XXXXX
Access Fee (paid by Bigbelly to Customer)	[XXXXX OR N/A]

<i>Current Monthly Service Fee (Existing Equipment)</i>	XXXXX
<i>Total Aggregate Monthly Fee (New and Existing Equipment)</i>	XXXXX

- 1.2 The monthly rates and fees set forth in Section 1 above shall be adjusted in accordance with the addition of Site Licenses as incorporated into this Agreement and further described in Attachment C.
- 1.3 The Term of the Agreement shall continue to remain as set forth under the Agreement, except that Customer grants Bigbelly a Reservation Period as provided in Attachment C within which to secure Site Licenses for the Telebelly Equipment.

## **2. Supplemental Terms and Conditions for Telebelly Equipment**

The Agreement is amended by adding the following terms and conditions as Attachment C “Supplemental Terms and Conditions for Telebelly Deployments,” which provides Bigbelly with certain rights from Customer to install and Operate the Telebelly Equipment.

## **3. General Terms and Conditions**

- 3.1 In the event of a conflict between a specific term or condition of this Attachment C and a term or condition of the Agreement, the term or condition of this Attachment C shall control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- 3.2 This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- 3.3 Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first set forth above.

Customer:

Big Belly Solar, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **ACKNOWLEDGMENT**

### **CUSTOMER**

State of \_\_\_\_\_

County of \_\_\_\_\_

On, before me,\_\_\_\_, Notary Public, personally appeared\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ | (SEAL)

Notary Public

My commission expires: \_\_\_\_\_

### **BIGBELLY**

State of \_\_\_\_\_

County of \_\_\_\_\_

On, before me,\_\_\_\_, Notary Public, personally appeared\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ | (SEAL)

Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT C**  
Supplemental Terms and Conditions for Telebelly Deployments

This Attachment C is made a part of and subject to the Agreement and shall be effective upon the Effective Date of the Second Amendment by and between Customer and Bigbelly. In addition to the terms and conditions of the Agreement, the following terms and conditions shall apply:

**1.0     Definitions**

- 1.1     “Antennas” means an array of one or more antennas to receive, direct or transmit communications signals.
- 1.2     “Bigbelly Facilities” means (i) all of the Telebelly Equipment and any other improvements situated on the Premises that Bigbelly has been granted the right to occupy quietly and peacefully throughout the Telebelly Site License Term in accordance with the terms of the Agreement and the applicable Telebelly Site License and (ii) the Equipment situated on the Premises provided for Customer’s use as described in the Agreement, including Section 5.
- 1.3     “Integrated Antenna Mast” means a fixed stanchion used for the primary purpose of installing Antennas and related cables therein for Wireless Services.
- 1.4     “Operate” or “Operations” means the construction, installation, operation, replacement, removal, maintenance, and repair of the Telebelly Equipment.
- 1.5     “Pole Change Out” means the replacement of a pole or similar structure by Bigbelly to accommodate Bigbelly’s Integrated Antenna Mast or comparable installation on the Premises.
- 1.6     “Premises” is that certain portion of Customer’s Property as described in the particular Telebelly Site License licensed by Customer to Bigbelly for the Bigbelly Facilities along with all access related thereto from, over, under or through the public way.
- 1.7     “Property” is the real property held by Customer in fee, leased by Bigbelly, or in relation to which Customer has an easement or other property interest now or hereinafter existing subject to the jurisdiction and control of Customer, including, without limitation, all space in, upon, above, along, across, under, and over any or all of the following: highways, streets, roads, lanes, courts, ways, alleys, boulevards, paths, curbs, sidewalks, bridges, overpasses, underpasses, tunnels, parks, parkways, waterways, easements, conduit, vaults, access manholes and handholes.
- 1.8     “Telebelly Equipment” includes, without limitation cables, wires, fiber, power, electronic equipment, transmitting and receiving equipment, receiving, and transmitting Antennas, Wireless Equipment, and ancillary and supporting equipment that is configured with an attached Telecommunications Equipment Cabinet and/or an Integrated Antenna Mast or similar pole structure and identified on a Telebelly Site License. Unless otherwise specified in this Attachment C, the Telebelly Equipment shall be considered inclusive of the Equipment as defined in Section 1.2 of the Agreement.
- 1.9     “Telebelly Site” or “Telebelly Sites” means the location or locations identified by Bigbelly for the purposes of installing, operating and maintaining the Bigbelly Facilities and shown on the Telebelly Site License Agreement.
- 1.10    “Telecommunications Equipment Cabinet” means Bigbelly’s cabinet designed to house wireless communications equipment.
- 1.11    “Wireless Equipment” means the wireless telecommunication carrier equipment that is used to provide Wireless Services subject an independent colocation agreement.

**2.0     Documents**

- 2.1     This Attachment C consists of this document and the following exhibits which are attached hereto or shall be attached hereto in accordance with the provisions hereof, and which are incorporated herein by reference:

Exhibit A – Telebelly Site Application Form;  
Exhibit B – Telebelly Site License;  
Exhibit C – Telebelly Site Modification/Reconfiguration Application; and

Exhibit D – Design Review and Installation Scope of Work.

- 2.2 In the event of any conflict between this Attachment C and any Exhibit attached hereto (other than a Telebelly Site License), the terms and conditions of this Attachment C, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date shall control.

3.0 Reservation Period; Telebelly Site License Application and Review Process

- 3.1 Notwithstanding anything to the contrary herein or in the Agreement, Customer grants Bigbelly a five (5) year period commencing on the Effective Date of the Second Amendment (“Initial Reservation Period”) within which Bigbelly shall have the right to request one or more Telebelly Sites pursuant to the terms and conditions of this Attachment C and the Agreement by completing and submitting to Customer the initial information regarding the proposed location contained on the Telebelly Site Application Form, a form copy of which is attached as Exhibit A (“Telebelly Site Application”). This initial Reservation Period shall automatically renew for two additional 5-year periods in accordance with the terms of the Agreement and this Attachment C (each a “Reservation Renewal Period” and together with the Initial Reservation Period, the “Reservation Period”). In the event the Site License Term of one or more Site Licenses extends beyond the expiration of the Agreement, notwithstanding anything to the contrary herein, the Agreement and this Attachment C will remain in effect until the expiration of the last Site License.
- 3.2 For the sake of clarification of the preceding, Equipment provided to Customer without the Telebelly Equipment, and used solely by Customer for its waste collection and disposal requirements, would not be subject to a Telebelly Site License, as Customer would be solely responsible for the Equipment location.
- 3.3 As soon as possible after receipt of the Telebelly Site Application, but not later than thirty (30) days, Customer will notify Bigbelly if the desired location for the proposed Telebelly Site is available. Upon notification that a desired Telebelly Site location is available, Bigbelly shall file with Customer a fully complete Telebelly Site Application, if not previously provided. Bigbelly’s documents regarding the proposed installation shall conform to Customer’s requirements that Customer may reasonably request with respect to such installation design standards.
- 3.4 Bigbelly may, with written permission from Customer, enter the Premises prior to entering into a Telebelly Site License and/or prior to the Telebelly Site Commencement Date for the purpose of conducting suitability and feasibility studies.
- 3.5 Bigbelly shall review public records, including, but not limited to real property deeds and easements, and other documentation to determine if Customer’s rights are sufficient to accommodate the presence and operation of the Bigbelly Facilities. In the event the Premises upon which Telebelly Sites are to be located occupy real property by virtue of any easement or other right conveyed to Customer by the underlying fee owner of the real property, or its predecessor in interest, and if any such easement or other right held by Customer is not sufficient to: (i) accommodate the presence and operation of the Bigbelly Facilities to be installed on the Premises, or (ii) permit Bigbelly access to and use of such Premises as set forth in the Agreement, then Bigbelly shall be allowed to secure and acquire such necessary rights from the property owner of record to allow such easement or other right to accommodate the presence and operation of such Bigbelly Facilities as are approved in the Telebelly Site License and permit Bigbelly access to and use of such Telebelly Site.

4.0 Telebelly Site License

- 4.1 Upon each Party’s acceptance of the Telebelly Site Application, the Parties shall prepare and execute the Telebelly Site License for each Telebelly Site, a form copy of which is attached hereto and incorporated herein as Exhibit B (“Telebelly Site License”). Subject to the terms and conditions of the Agreement, this Attachment C and the Telebelly Site License relating to a particular Telebelly Site, Customer licenses to Bigbelly and Bigbelly licenses from Customer the Premises as described in the particular Telebelly Site License upon full execution of the Telebelly Site License. The Premises includes access from the closest public right-of-way along with cable routes/paths and conduits.
- 4.2 Each Telebelly Site License shall (i) act as a separate and independent agreement for each Telebelly Site, with the terms of the Agreement and this Attachment C incorporated therein and (ii) become part of the

Agreement and shall be incorporated by reference herein at the time it is fully executed and delivered. The express interest of the Parties is to use the Agreement and this Attachment C to facilitate each of the independent transactions.

- 4.3 The term with respect to a particular Telebelly Site License shall commence ninety (90) days after the date the Telebelly Site License is fully executed or the date the Bigbelly Facilities become commercially operational, whichever occurs first (the “Telebelly Site Commencement Date”). The initial term of each Telebelly Site License shall be 10 years from the Telebelly Site Commencement Date (“Initial Telebelly Site Term”). Bigbelly shall have the option of renewing the term of each Telebelly Site License for up to four successive 5-year periods (each individually and collectively, a “Telebelly Site Renewal Term” and together with the Initial Telebelly Site Term, the “Telebelly Site Term”), upon the same terms and conditions which were in effect during the immediately preceding Telebelly Site Term.
- 4.4 The term of a particular Telebelly Site License shall be automatically renewed for each Telebelly Site Renewal Term periods unless at least sixty (60) days prior to the expiration of the then existing applicable term, Bigbelly notifies Customer of its intention not to renew. If notice is given, any Telebelly Site Renewal Term(s) then remaining shall be rendered null and void and the particular Telebelly Site License shall expire at the end of the then current Telebelly Site Term.
- 4.5 In the event the Telebelly Site Term of one or more Telebelly Site Licenses extends beyond the expiration of the Agreement or this Attachment C, the Agreement and this Attachment C will remain in effect until the expiration of the last Telebelly Site License.
- 4.6 At any time, but at least thirty (30) days prior to the Telebelly Site Commencement Date, Bigbelly, at its sole election, may, upon written notice to Customer, extend the Telebelly Site Commencement Date (“Extension Period”) for ninety (90) days in order to: (i) perform engineering surveys or other appropriate tests required prior to installation; and (ii) obtain any license, permit or other approvals necessary to construct or complete construction of the Bigbelly Facilities. Bigbelly shall diligently pursue the completion of all necessary surveys and tests and the acquisition of all permits required to construct the Bigbelly Facilities approved by the applicable Telebelly Site License.
- 4.7 Notwithstanding the forgoing or anything to the contrary herein, Bigbelly shall be permitted to upgrade, replace, or install additional equipment within the Bigbelly Facilities provided (i) the equipment does not interfere with any of Customer’s equipment pre-existing the Telebelly Site Commencement Date; and (ii) the equipment does not encroach beyond the licensed Premises.
- 4.8 Bigbelly and Customer acknowledge that each Telebelly Site may necessitate ongoing changes after the Telebelly Site is commercially operational. Except as provided in Section 4.7, Bigbelly may request modifications by submitting to Customer a written modification request, a form copy of which is attached as Exhibit C (“Modification”). Bigbelly shall provide, at its sole cost and expense, all Telebelly Equipment necessary to perform the Modification, unless requested by or for the benefit of Customer. Upon approval and execution by Customer, the approved Modification shall be attached and become a part of the appropriate Telebelly Site License.
- 4.9 Bigbelly may, in its sole discretion, terminate a particular Telebelly Site License prior to the applicable Telebelly Site Commencement Date without further liability, subject to the terms of the Agreement and this Attachment C.
- 4.10 Bigbelly shall have the right to terminate a Telebelly Site License after the Telebelly Site Commencement Date upon thirty (30) days prior written notice if, in Bigbelly’s sole discretion, the Telebelly Site has become unsuitable for Bigbelly’s Operations due to: (i) a change in governmental regulations which is materially adverse to the rights granted to Bigbelly under such Telebelly Site License; (ii) Bigbelly’s inability to obtain or renew any certificate, permit, license or governmental approval; (iii) engineering or other technical standards, changes or causes, or interference by or to Bigbelly’s operation that cannot be resolved; (iv) destruction or damage to the Telebelly Site or the taking thereof (by partial condemnation or otherwise) sufficient, in Bigbelly’s reasonable judgment, to adversely affect Bigbelly’s use of the Telebelly Site; or (v) Bigbelly’s reasonable determination that the Telebelly Site is no longer appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

- 5.1 Bigbelly shall operate the Telebelly Equipment in compliance with all federal, state and local requirements. Bigbelly shall, at its sole expense, comply with (and obtain and maintain) such licenses, permits or other governmental approvals necessary to comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities pertaining to Bigbelly's use of the Telebelly Site (collectively "Laws") which shall also include any directive of any public officer or officers, which, with respect to Bigbelly's Operations, impose any violation, order or duty upon Customer or Bigbelly arising solely from Bigbelly's use of the Premises.
- 5.2 Customer agrees to reasonably cooperate with Bigbelly in executing such documents or applications necessary or appropriate in order for Bigbelly to obtain and maintain such licenses, permits other governmental approvals needed for Bigbelly's Operations. If Bigbelly is unable to obtain and maintain such licenses, permits or approvals (notwithstanding reasonable efforts to do so), Bigbelly shall so notify Customer and the Telebelly Site License shall immediately terminate.
- 5.3 Bigbelly agrees to install, maintain, and operate the Telebelly Equipment in accordance with the site standards more particularly described in each Telebelly Site License and any other applicable statutes or Laws.

#### 6.0 Telebelly Services

- 6.1 Bigbelly has received interest from wireless telecommunications companies interested in utilizing the Telebelly Equipment to provide next generation wireless coverage ("Wireless Services") within certain markets, including Customer's jurisdiction. In an effort to promote and provide such unique services offered by Bigbelly with its Telebelly Equipment, Customer hereby grants to Bigbelly during the Initial Term of the Agreement ("Marketing Period") the exclusive right to co-develop and market its Telebelly Equipment to third parties for the provision of Wireless Services ("Marketing Rights"). Following the expiration of the Marketing Period, Bigbelly shall be allowed to continue with its Marketing Rights on a non-exclusive basis. Customer shall not solicit services from any other comparable solution provider during the Marketing Period.
- 6.2 Bigbelly and Customer will each provide their respective obligations as further described in the Agreement for the Telebelly Equipment provided by Bigbelly pursuant to this Attachment C.
- 6.3 Additional information and communication technology services, including assisting Customer with wireless telecommunications carriers and their fiber and/or attachment requirements, can be provided at mutually agreed upon terms and conditions.

#### 7.0 Improvements and Construction

- 7.1 For Telebelly Equipment, Bigbelly shall pay all costs and expenses for new installations or modifications to the Premises necessary to accommodate the Bigbelly Facilities.
- 7.2 Customer shall conduct a review of Bigbelly's proposed installation in accordance with the Design Review and Installation Scope of Work attached hereto and incorporated herein as Exhibit D, including without limitation, review and approve the Bigbelly's plans, inspect the installation and construction of the Bigbelly Facilities, and close out the project on or within the Premises.
- 7.3 All of Bigbelly's installation, alteration, operation, and maintenance work with respect to the Telebelly Equipment shall be performed in accordance with applicable building codes by Bigbelly or its agents, consultants, contractors or subcontractors. A licensed structural engineer, where applicable, and at Bigbelly's sole cost and expense, shall approve any structural work or reinforcement on an improvement requiring such expertise. During installation, Bigbelly shall perform work in such a manner as to not materially disrupt Customer's operations.
- 7.4 Bigbelly shall keep the Premises and Telebelly Site free from any mechanic's liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Bigbelly. If any lien is filed against the Premises or Telebelly Site as a result of the acts or omissions of Bigbelly, or Bigbelly's employees, agents, or contractors, Bigbelly shall discharge, bond or otherwise secure the same to Customer's reasonable satisfaction within thirty (30) days after Bigbelly learns that the lien has been filed.
- 7.5 Customer shall have the right to inspect the Bigbelly Facilities upon the Premises and to make inspections as often as Customer deems necessary. Inspections, whether made or not, shall not relieve Bigbelly of any



responsibility, obligation or liability assumed under the Agreement or the applicable Telebelly Site License in regard to the Telebelly Equipment and shall not constitute a warranty or representation by Customer that Bigbelly's Telebelly Equipment is suitable for any particular purpose.

- 7.6 All portions of the Bigbelly Facilities or improvements attached to or otherwise brought on to the Premises by Bigbelly shall, at all times and for all purposes related to the Agreement, be the personal property of Bigbelly and at Bigbelly's option, may be removed by Bigbelly at any time during the Term or Telebelly Site License Term hereof.

## 8.0 Interference

- 8.1 Bigbelly's Operations shall not interfere with the pre-existing operations of Customer provided Customer's operations are conducted in a substantially similar manner as at the time of the Effective Date of the Agreement. In the event Bigbelly's installation or operation of the Telebelly Equipment hinders, obstructs, or interferes with the radio or electronic equipment of the Customer operating in substantially the same manner as on the Effective Date of the Agreement, Bigbelly shall, at its sole cost and expense, upon receipt of written notification from Customer or any appropriate regulatory agency, forthwith cease the activity causing the interference, except for brief tests necessary for the elimination of the interference.
- 8.2 All operations by Bigbelly, Customer and Customer's tenants shall be in compliance with all Laws, orders, ordinances, and regulations of all federal, state, county, and municipal authorities. If Bigbelly's Operations are adversely affected in any material way as a result of the improper or unlawful operation of any equipment or as a result of interference by Customer, or a third-party subject to Customer, then Customer shall use its best efforts (with the cooperation of, but at no cost to Bigbelly) to promptly resolve such interference. Customer will notify Bigbelly prior to granting any third party the right to install and operate communications equipment on or adjacent to the Telebelly Site so that the third party may cooperate with Bigbelly in order to mitigate potential interference with Bigbelly's Telebelly Equipment. Bigbelly shall have the right to terminate any Telebelly Site License if such potential interference has not been resolved to the reasonable satisfaction of Bigbelly within thirty (30) days after Bigbelly's notice thereof. Nothing in the Agreement or this Attachment C shall be deemed to waive any rights Bigbelly may have pursuant to applicable Federal Communications Commission regulations to enjoin such interference or pursue any other remedies available to Bigbelly at law or in equity.
- 8.3 Notwithstanding anything in this Section 8 to the contrary, Bigbelly acknowledges that Customer may not have control over equipment located on or adjoining the Telebelly Site that would interfere with Bigbelly's use of the Telebelly Site and shall not be liable for such lack of control. In the event of such interference, Customer and Bigbelly shall use all reasonable efforts within their control to obtain the cooperation of the equipment owner to resolve such interference; provided, however, that if the Parties shall not succeed in obtaining the cooperation of the equipment owner to resolve such interference within thirty (30) days following such interference, Bigbelly may immediately terminate any Telebelly Site License so affected and restore and return the Telebelly Site to Customer pursuant to the terms of the Agreement and the Telebelly Site License.

## 9.0 Utilities and Access

- 9.1 Bigbelly shall obtain electric power and fiber for all Telebelly Sites. Bigbelly may install a portable generator or other back up power on the Telebelly Site in the event of a power outage.
- 9.2 Access for the installation, routine scheduled maintenance and repair, conducting feasibility studies and other non-emergency and emergency visits shall be 24 hours per day, seven days a week unless otherwise stated in the Telebelly Site License.

## 10.0 Insurance and Risk of Loss

- 10.1 Notwithstanding anything to the contrary, Customer will not be required to keep Wireless Equipment maintained by Bigbelly under the provisions of the Agreement insured against fire or casualty, and Bigbelly will make no claim of any nature against Customer for any damage to such Wireless Equipment in the event of damage or destruction by fire or other cause except to the extent caused by the acts or omissions of Customer, its agents or employees.

#### 11.0 Sublicense and Right of Use

- 11.1 Customer acknowledges that Bigbelly is in the business of subleasing or licensing all or portions of the Telebelly Equipment to third parties pursuant to a colocation agreement. Bigbelly may enter into colocation agreements without the consent of Customer. Bigbelly shall have the right to add such additional parties at no additional cost or payment to Customer.
- 11.2 Bigbelly shall have the quiet and peaceful use, enjoyment and possession of the Premises and its Operations within the Bigbelly Facilities during the Term of the Agreement and the term of the applicable Telebelly Site License, whichever is longer.

#### 12.0 Maintenance and Repairs

- 12.1 Upon written notice from Bigbelly, if Customer fails to promptly make any repairs that are necessary to remedy a dangerous condition to the Telebelly Equipment, Bigbelly shall then give Customer written notice of its intention to make such repairs and the date on which such repairs shall commence. Except for emergencies, Customer shall be given at least fifteen (15) days from receipt of the notice to commence the repairs. Customer shall not delay in performing the requested repairs and shall commence such as soon as is reasonably practical. If Bigbelly does not complete the requested repairs within thirty (30) days after Customer commences the repairs, Bigbelly may make such repairs and shall be reimbursed by Customer on demand for any and all reasonable out-of-pocket costs incurred by Bigbelly in performing (or contracting to have performed) such repairs. Bigbelly shall provide Customer reasonably detailed supporting documentation for such costs and charges. Notwithstanding the foregoing, if Customer is attempting in good faith to perform the requested repairs and has not completed such within the time prescribed herein, Bigbelly shall, at no charge, extend the period provided to Customer to perform such repairs for an additional amount of time reasonably necessary to perform said repairs.

#### 13.0 Relocation; Casualty

- 13.1 After the initial installation of the Bigbelly Facilities, Customer may require Bigbelly to relocate all or a portion of the Bigbelly Facilities to alternative areas in order to accommodate a renovation, reconstruction, modification or reconfiguration of all or part of the Premises on which the Bigbelly Facilities are installed. In the event of a required relocation under this paragraph, Customer shall provide at least 180 days' prior written notice to Bigbelly of the necessity of such relocation and the Parties shall each cooperate with each other in effecting the relocation of any equipment required to be relocated in order to assure at least the same level of quality of service or coverage that the Telebelly Equipment provides as compared to that then currently existing. Such relocation shall be done in a manner agreed to by the Parties to (i) provide at least the same coverage levels as those existed prior to such relocation, and (ii) minimize disruption of Bigbelly's Operations during such relocation process. Bigbelly shall provide Customer with an estimate of the costs of any relocation within 30 days of receipt of Customer's relocation notice. If the relocation is required in connection with Customer's normal course of business and is not attributable to a request by Bigbelly, Customer shall bear the cost of relocation, including Bigbelly's costs and expense related thereto.
- 13.2 In no event shall Bigbelly be obligated to repair, restore, or rebuild any of Customer's personal property, including but not limited to, Customer's equipment. Bigbelly shall not be liable for any inconvenience or annoyance to Customer or injury to its operations resulting in any way from such casualty or the repair thereof consistent with the terms of the Agreement. Notwithstanding the foregoing, if (i) the damage shall involve the Telebelly Site or Telebelly Sites generally and shall be extensive enough that Bigbelly decides, in its sole discretion, not to have Customer repair or rebuild, the Parties shall discuss the relocation of the Telebelly Site to a suitable location, and should there be no suitable location mutually agreed upon by the Parties, then the applicable Telebelly Site License shall be terminated as of the date of such casualty, and Bigbelly shall thereupon promptly vacate the Premises consistent with the terms of the Agreement or continue to use the Premises in the then existing condition.

#### 14.0 Default and Remedies

- 14.1 In addition to that which is set forth in Section 6.7(A) of the Agreement, the occurrence of any one or more of the following events shall constitute an “event of default” or “default” under the particular Telebelly Site License(s) to which it applies:
- 14.1.1 a Party, upon actual receipt of any final written order or directive of any governmental entity, fails to comply with such order or directive within the time limits set forth in such order or directive and any applicable administrative or judicial appeal rights having been exhausted; or
- 14.1.2 a Party fails to perform or observe any other term of the applicable Telebelly Site License(s) or the Agreement (including any exhibits attached hereto), and such failure continues for more than thirty (30) days after written notice thereof from the other Party or in the event of default which cannot, with due diligence be cured within a period of thirty (30) days, if such Party does not duly institute curative steps to remedy the same and thereafter diligently prosecutes such cure to completion,
- 14.2 In any notice of an alleged default by a Party, such Party shall specify the nature of the default and the Telebelly Site License(s) potentially affected thereby. After applicable notice and grace periods have expired, at any time thereafter that the Party remains in default, the non-defaulting Party may terminate the Telebelly Site License(s) directly affected by such default without further notice or demand.

15.0 Prohibited Uses

- 15.1 The following activities are prohibited on the Premises: Unlawful use or storage of any hazardous substance or hazardous chemical as those terms are used in CERCLA [(42 U.S.C. 9601(14) or SARA (42 U.S.C. 110211(e))] or any similar federal or state law, or any pesticide, herbicide, oil petroleum product or fuel; except only batteries and/or materials commonly used in the Bigbelly Facilities, or packaged and purchased for consumer use in containers not to exceed one gallon or fuel in a vehicle or as needed for an emergency temporary back-up generator fuel tank or battery plant. Use of pesticides and herbicides should be minimized and will be applied only by authorized personnel and in accordance with all applicable laws, regulations and label instructions.
- 15.2 Any spill or release of a hazardous material to the air, soil, surface water, or ground water will be immediately reported to Customer, Bigbelly as well as to appropriate government agencies and shall be promptly and fully cleaned up and the Premises (including soils, surface water, and ground water) restored to its condition existing immediately prior to such spill or release, all in accordance with and as may be required by applicable law. Customer shall be responsible for making such reporting and remediating such spill or release caused by any person, other than Bigbelly, its partners, officers, employees, and contractors.
- 15.3 Except as specifically set forth in an individual Telebelly Site License, Customer represents to the best of its knowledge no Hazardous Substances are present on, in or under the Premises or Telebelly Site in violation of applicable law, and, to the best of Customer’s knowledge: (i) all uses of the Premises and Telebelly Site are and have been in substantial compliance with all laws regulating such Hazardous Substances, (ii) no litigation has been brought or threatened, nor any settlements reached with any governmental, quasi-governmental entity or private party concerning the actual or alleged presence, disposal, release or threatened release of such Hazardous Substances in, on, about or under the Premises or Telebelly Site, (iii) Customer has not received notice of any violation, or any alleged violation of any law related to Hazardous Substances and relating to the Premises or Telebelly Site, and (iv) Customer will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation.
- 15.4 Customer shall indemnify protect, defend and hold harmless Bigbelly, its partners, directors, officers, employees, and contractors, from and against any and all losses, claims, damages, penalties, and liability arising out of the use, generation, storage, release, or disposal of Hazardous Substances by Customer, its employees, agents, or contractors or any third party prior to execution of the Agreement or any Telebelly Site License or at any time after execution, or by any prior owner or operator of the Premises and/or Telebelly Site, and also from and against the cost of any required repair, cleanup, or detoxification and any

closure or other required plans to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Substances by any person, other than Bigbelly, its partners, officers, employees, and contractors, on, under or in the Premises and/or Telebelly Site.

- 15.5 For purposes of the Agreement, the term "Hazardous Substances" shall be interpreted broadly to include any substance whose use, possession, or storage is licensed, regulated, or controlled by any federal, state, or local governmental, administrative, or regulatory agency or authority, including, but not limited to substances now or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. § 1257 et seq., the Clean Air Act, 42 U.S.C. § 2001 et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., or any other law, regulation, statute, rule or ordinance applicable to the Premises.

**EXHIBIT A**  
**Telebelly Site Application Form**

☐ **NEW SUBMISSION**

☐ **RESUBMISSION / REVISION**

<b>1. SITE INFORMATION</b>				
ADDRESS:		CITY:	STATE:	ZIP:
NEAREST CROSS ST:		GEOGRAPHICAL COORDINATES: (LAT) (LONG)		
<b>2. SITE OWNER</b>				
NAME:	MAILING ADDRESS:	CITY:	STATE:	ZIP:
PHONE:	EMAIL:			
<b>3. APPLICANT INFORMATION</b>				
APPLICANT NAME: BIG BELLY SOLAR, INC.				
COMPANY CONTACT:	PHONE:	EMAIL:		
MAILING ADDRESS: 150 A St Suite 103		CITY: NEEDHAM	STATE: MA	ZIP: 02494
<b>4. PROJECT DESCRIPTION</b>				
Provide a brief description of the project.				
FACILITY TYPE: <input type="checkbox"/> New Telebelly <input type="checkbox"/> Modified Telebelly <input type="checkbox"/> Site Expansion				
<b>5. ATTACHMENTS</b>				
<b>The following documents related to the application are included in this application as attachments:</b>				
<input type="checkbox"/> Site plan – Drawing of site where Telebelly will be located.				
<input type="checkbox"/> Node location plan – Drawing of specific location within site where Telebelly will be located				
<input type="checkbox"/> Site elevation drawing				
<input type="checkbox"/> Site photo simulation				
<input type="checkbox"/> Telebelly equipment specification - manufacturer's specification sheets on antennas, enclosures, and all other visible wireless equipment.				
<input type="checkbox"/> Professional Engineering stamp – certifies that structures meets or exceeds the parameters it is specified for.				
<b>6. REQUIRED SIGNATURES</b> <i>signature indicates acceptance to site application by both parties</i>				
<b>BIGBELLY, INC.</b>		<b>SITE OWNER:</b>		
SIGNATURE:  _____		SIGNATURE:  _____		

<i>TITLE:</i> _____  <i>NAME:</i> _____  <i>DATE:</i> _____	<i>TITLE:</i> _____  <i>NAME:</i> _____  <i>DATE:</i> _____
---	---

**EXHIBIT B**  
**Telebelly Site License**

**Bigbelly Information:**

Bigbelly Site No.: \_\_\_\_\_

Bigbelly Site Name: \_\_\_\_\_

**Customer Information:**

Customer Site No.: \_\_\_\_\_

Customer Site Name: \_\_\_\_\_

Site Location: \_\_\_\_\_

Subject to the terms and conditions of the Connect Service Agreement between the undersigned Bigbelly and Customer, and as conditioned within this Telebelly Site License, the following location is licensed to Bigbelly for Bigbelly's intended purpose:

**SITE LICENSE SPECIFICS:**

1. Site Address/Description: \_\_\_\_\_

2. Commencement Date: \_\_\_\_\_

3. Initial Term: \_\_\_\_\_

4. Renewal Term: \_\_\_\_\_

5. Site Specific Conditions:

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS TO EXHIBIT B TELEBELLY SITE LICENSE:**

**A. Description of the Land:** *(To be provided by Bigbelly)*

Item 1: Legal Description of the Property/Site Premises

Item 2: Assessor's Parcel Map depicting the subject Site Premises

**B. Description of Bigbelly's Equipment:** *(To be provided by Bigbelly)*

Item 1: Site layout plan of the Premises -- including access rights.

Item 2: An elevation drawing depicting the proposed location of Bigbelly's Telebelly Equipment, including the Integrated Antenna Mast.

**C. Vesting Documents:** *(To be provided by Licensor)*

Item 1: Copy of a grant deed or other vesting document for the Property

**D. Memorandum of Agreement:** To be recorded upon execution of the Telebelly Site License (To be provided by Bigbelly)

BIGBELLY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CUSTOMER:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT C**  
**Modification / Reconfiguration Application**

Bigbelly: \_\_\_\_\_

Date of Submittal: \_\_\_\_\_

Site Location: \_\_\_\_\_

Site Address: \_\_\_\_\_

Bigbelly Site No.: \_\_\_\_\_

Bigbelly Site Name: \_\_\_\_\_

Customer Site No.: \_\_\_\_\_

Customer Site Name: \_\_\_\_\_

**BIGBELLY CONTACT INFORMATION:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**DESCRIPTION AND TIMETABLE OF PROPOSED WORK:**

---

---

---

**EXISTING EQUIPMENT:**

Attach current Telebelly Site Application Form

**PROPOSED NEW CONFIGURATION OF EQUIPMENT:**

**EXHIBIT D**  
**Design Review and Installation Scope of Work**

Customer shall perform all of the following:

1. The following shall be performed by Customer upon Bigbelly's submission of a completed Site Application requesting a proposed Site License:
  - ☐ An initial Site visit and feasibility walk to assess the appropriateness of the proposed Site for use by Bigbelly.
  - ☐ Review and approval of all Bigbelly's submittals.
  - ☐ Review of all Bigbelly's drawings including but not limited to review of the proposed equipment enclosure locations and proposed construction, if any.
2. Customer shall perform the following upon Bigbelly's providing Customer with notice of Bigbelly having obtained building permits, if any, for the applicable Site and having requested a pre-construction meeting in advance of construction:
  - ☐ A pre-construction walk to determine the scheduling and performance of all proposed installation for the applicable Site.