

REBROADCAST AGREEMENT

This REBROADCAST AGREEMENT ("**Agreement**") is entered into between _____, a _____ [state] _____ [entity] ("**Customer**"), and T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**"). This Agreement is effective as of the date of execution by the last party to sign ("**Effective Date**")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Purpose and Use.** Customer desires to supplement its wireless telecommunication service by installing and operating a wireless communications facility ("**Facility**") which rebroadcasts T-Mobile's Federal Communications Commission licensed frequencies ("**Frequencies**") at the location ("**Premises**") and on the Facility described in the attached Exhibit A.
 - a) **Allowed Use:** T-Mobile grants Customer the right to rebroadcast the Frequencies as described in Exhibit A. Customer hereby represents and warrants that Customer has all necessary rights and permissions from all necessary parties, including landlords, mortgagees, or property management companies for the placement of the Facility on the Premises. Customer will only install and operate the Facility at the Premises as described and approved in Exhibit A, however, T-Mobile may update the Frequencies at any time. Customer shall keep the Facility in compliance with applicable rules and regulations of the FCC and all applicable federal, state, and local laws, rules, and regulations.
 - b) **Control of Frequencies.** T-Mobile shall at all times have the right to control the broadcast of the Frequencies at the Premises including but not limited to the right to approve the system design of the Facility, the right to suspend or terminate the rebroadcast and/or use of the Frequencies at the Premises at any time for any reason, and the right (but not the obligation) to repair or shut down the Facility.
 - c) **No Interference.** Customer will take all actions necessary to ensure that the operation of the Facility does not cause electronic or physical interference with any equipment or operation of T-Mobile including without limitation, its wireless network and associated radio communications equipment facilities of any type, nor the radio communications facilities and operations of third parties. Customer will immediately eliminate any interference at its sole expense.
 - d) **Cost:** Customer is responsible for all costs associated with the Facility on the Premises including but not limited to, installation, operation, maintenance and repair.
 - e) **Ownership:** T-Mobile acknowledges that Customer is the sole and exclusive owner of the Facility. Customer acknowledges that T-Mobile is the sole and exclusive owner of the license for the Frequencies.
 - f) **9-1-1 Services.** Customer understands that use of the Facility may result in inaccurate location information being transmitted to Public Safety Answering Points ("**PSAP**") during a 9-1-1 emergency call. Customer acknowledges and agrees that T-Mobile is not responsible for failures to connect or complete 9-1-1 calls within the Premises or if inaccurate location information is provided. Customer represents and warrants that it will inform any users of the Equipment and/or Premises of the following limitations and understands the potential risks introduced by the Equipment regarding 9-1-1 Emergency Calls:
IMPORTANT INFORMATION ON LIMITATION OF 9-1-1 LOCATION SERVICES - If a user is in range of this premises and is using a wireless phone to call 9-1-1, 9-1-1 location services may not be reliable, and emergency personnel may not be able to accurately locate the user. If user needs to call 9-1-1, use a landline phone if one is available. If user needs to use a wireless phone, the user must be prepared to give emergency personnel the physical address or other description of the user's current location.
- 2) **Term.** This Agreement shall continue for a period of two (2) years (the "**Term**") commencing on the Effective Date. This Agreement shall continue on a month-to-month basis after expiration of the Term. Notwithstanding anything to the contrary in this Agreement, T-Mobile may terminate this Agreement at any time upon thirty (30) days' prior written notice to Customer if, due to a change in technology, T-Mobile's installation of a nearby cell site, unresolved interference issues, or some other change of circumstance, it becomes unnecessary to operate the Facility to supplement the wireless telecommunication service being provided to Customer.
- 3) **Access.** T-Mobile shall have access to, over and across a portion of the Premises to enable T-Mobile to exercise its rights and obligations hereunder, including, without limitation, ingress, egress and telecommunication and utility connections to and from the Facility.
- 4) **Hold Harmless / Indemnification.** Customer and T-Mobile hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party Premises insurance policies for all perils insured thereunder. Each party agrees to defend, indemnify and hold the other harmless from claims, causes of action, demands or other liability, including environmental remediation claims (collectively "**Claims**") arising from the indemnifying party's actions on or about the Premises, except to the extent such Claims are due to the negligence or willful acts of the indemnified party, its employees, agents or independent contractors. This indemnification shall survive the expiration or earlier termination of this Agreement.
- 5) **Notice.** All notices pursuant to this Agreement shall be in writing and be delivered via next day business delivery by a nationally recognized overnight carrier to the address set forth below under the respective party's signature.
- 6) **Miscellaneous.** (a) This Agreement constitutes the entire agreement and understanding of the parties regarding the subject matter hereof, and supersedes all offers and negotiations regarding the subject matter hereof. There are no representations or understandings of any kind regarding the subject matter hereof not set forth herein. (b) Any amendments to this Agreement must be in writing and executed by both parties. (c) Customer covenants and warrants to T-Mobile that Customer has full right, power and authority to execute this Agreement. (d) T-Mobile may assign this Agreement to a parent, subsidiary or affiliate of T-Mobile or to an entity that is merged or consolidated with T-Mobile or acquires a controlling ownership interest in T-Mobile, upon notice to Customer. (e) This Agreement shall be construed in accordance with the laws of the state in which the Premises is located, exclusive of choice of law rules. (f) In the event of litigation regarding the subject matter hereof, the substantially prevailing party shall be entitled to attorneys fees and costs. (g) Each individual executing this Agreement on behalf of a party represents that he or she has full authority to do so. (h) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such determination shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances. (i) This Agreement may be signed in one or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute only one instrument. Signed facsimile and electronic copies of this Agreement shall legally bind Customer and T-Mobile to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as the Effective Date.

CUSTOMER:

By: _____

Signature: _____

Title: _____

Date: _____

Address: _____

T-MOBILE: T-Mobile USA, Inc., a Delaware corporation (“T-Mobile”)

By: _____

Signature: _____

Title: _____

Date: _____

Address: T-Mobile

12920 SE 38th Street

Bellevue, WA 98006

Attn.: Non Macro Solution

T-MOBILE LEGAL APPROVAL:

By: _____

Name: _____

Title: _____

Exhibit A

Attachment 1 – Frequencies / booster equipment information

SITE INFORMATION			
Company Name			
Company Contact information	Name:	Phone #:	
Site Number:	TMO:	On-Air Date:	
Premises County			
County FIPS Code			
Premises Address (Each Bldg. if applicable)			
Site Coordinates (Each Bldg. if applicable)			
REPEATER/BOOSTER SPECIFICATIONS AND FREQUENCY INFORMATION	BOOSTER - PCS/GSM	BOOSTER - AWS/UMTS	BOOSTER - LTE
Manufacturer			Wilson Electronics
Model			WilsonPro Pro 710i
FCC ID			PWO460064
Date of Certification			5/19/2020
Number of Boosters			1
TMO Band (PCS, AWS, both, etc)			B71
Uplink Frequency Range Mhz			663 – 698 MHz
TMO Uplink UARFCN (UMTS channel number)			133122 - 133471
Downlink Frequency Range Mhz			617 – 652 MHz
Downlink UARFCN (UMTS channel number)			68586 - 68935
Max Uplink output power (EIRP)			30.7 dBm - AWGN
Max Downlink output power (EIRP)			30.5 dBm - AWGN
Uplink peak and Average amplifier gain			85 dB, 83 dB
Downlink peak and Average amplifier gain			85.5 dB, 83 dB
Maximum transmitted power (uplink and downlink)			UL: 24.2 dBm DL: 24.5 dBm
Maximum transmitted noise (uplink and downlink)			UL: -25 dBm/MHz DL: -25 dBm/MHz
Booster antenna height			
Options: (yes/no/info)			
Self-monitoring capability			YES
anti-oscillation capability			YES
Gain control			YES
Power down			YES
Out of band emission characteristic			N/A
Maximum intermodulation			2-tone IM3: -19 dBm
T-MOBILE CONTACTS (Local and Emergency – not for legal notices)	T-Mobile	[name]	[phone number] [email]

ATTACHMENT 2

COMPANY'S EQUIPMENT

Attach Specification Documents

[illegible]