

NON-EXCLUSIVE NEUTRAL HOST LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“*Agreement*”), dated as of the latter of the signature dates below (the “*Effective Date*”), is entered into by Broward County, a political subdivision of the State of Florida (“*County*”), and Tillman Digital Cities LLC, a foreign limited liability company having a mailing address of 152 W. 57th Street, 34th Floor, New York, NY 10019 (“*Licensee*”) (each a “*Party*” and collectively referred to as the “*Parties*”).

RECITALS

County owns Port Everglades (the “*Property*”), a deep-water port located in Broward County, Florida. “*Port Everglades*” or “*Port*” as used in this Agreement means the deep-water port located on the lower East Coast of the Florida peninsula at the adjoining city limits of the City of Fort Lauderdale, the City of Hollywood, and the City of Dania Beach, and all port facilities located thereon, as more specifically defined in the Tariff. “*Tariff*” as used in this Agreement means Port Everglades Tariff Number 12, as amended, which is electronically filed with the U.S. Federal Maritime Commission, filed in the FMC-ATFI system, and located at <https://www.porteverglades.net/development/tariff>. Licensee and those of its sublicensees, as applicable, desire to use a portion of the Property in connection with their federally licensed communications business. County desires to grant to Licensee the rights to use a portion of the Property, and to install a neutral host “*In-Building Connectivity System*” to provide wireless services to the Property, its customers, and visitors, and to future users of the In-Building Connectivity System, in accordance with the terms of this Agreement.

The Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein in their entirety.
2. **NON-EXCLUSIVE LICENSE OF PREMISES.** Licensee shall design, install, own, operate, and manage an In-Building Connectivity System that may include an indoor distributed antenna system (“*iDAS*”), an outdoor distributed antenna system (“*oDAS*”), small cells, and rooftop equipment, as same may be expanded, altered, or modified from time to time (collectively, the “*IBC*”), which is intended to carry the signals of wireless carriers within the *Coverage Area* (as described in Exhibit 1) of the Property.

County grants to Licensee, on a non-exclusive basis: (A) a portion of the Property to be designated in writing from time to time after the Effective Date by mutual agreement of the Parties, with County acting through its Port Department (the “*Equipment Space*”); and (B) areas located throughout the Property for the placement of antennas or related equipment, to be designated in writing from time to time after the Effective Date by mutual agreement of the Parties, with County acting through its Port Department (the “*Antenna Space*”). The Equipment Space and Antenna Space, once identified, shall be reflected on Exhibit 1.

“*Port Department*” as used in this Agreement means the County department established pursuant to Section 16.1 of the Broward County Administrative Code and responsible for administering and operating Port Everglades. All approvals by the Port Department required by this Agreement require the written approval of the Port Director or their written designee. “*Port Director*” as used in this Agreement means the Chief Executive Officer/Port Director of the Port Department.

Additionally, County grants to Licensee a non-exclusive license over, under, along, and through the Property, in locations to be designated in writing from time to time after the Effective Date by mutual agreement of the Parties, with County acting through its Port Department, to install, maintain, repair, replace, and remove conduits, wires, cables, cable trays, and other necessary connections between the Equipment Space and/or the Antenna Space and available utility sources on the Property (collectively the “*Connections*”).

The Equipment Space, the Antenna Space, and the space occupied by the Connections are hereinafter collectively referred to as the “*Premises*.” Exhibit 1 shall be updated from time to time by a written instrument (which must be signed by both Parties, with County acting through its Port Director) identifying any additions, deletions, or modifications to the Premises. Any such written instrument shall, upon execution, be deemed incorporated into

this Agreement and shall automatically amend and supersede the prior version of Exhibit 1 without the need for a formal amendment to this Agreement. Until Exhibit 1 is initially completed, references to the Premises shall mean those areas subsequently designated in accordance with this section; provided, however, that such designations shall not be effective unless and until documented in such written instrument.

3. **PERMITTED USE.**

- (a) Licensee is granted the non-exclusive right and license to occupy and use the Premises for the installation, construction, maintenance, operation, repair, replacement, and upgrade of the IBC and all other communications fixtures and related equipment, antennas, cables, accessories, and improvements reasonably needed by Licensee (and its sublicensees, as applicable) from time to time to fully provide for the continuous transmission and reception of communications signals with the Coverage Area, which may include a suitable support structure, associated antennas, equipment shelters, cabinets, and fencing, and other items reasonably necessary for the successful and secure use of the Premises for the purposes stated herein (such IBC and related equipment collectively referred to as the “**Communication Facility**”), together with the right to test, survey, and review title on the Property as set forth below (collectively, the “**Permitted Use**”).

Any conceptual depictions of the Communication Facility in Exhibit 1 are illustrative only and shall not be deemed to limit Licensee’s Permitted Use, subject in all cases to the approval requirements set forth in this Agreement. Prior to the Commencement of Construction (defined below), Licensee shall submit plans and drawings for the Communication Facility to County for review and written approval by the Port Department. County shall approve or disapprove such plans within sixty (60) days after receipt, and such approval shall not be unreasonably withheld, delayed, or conditioned.

During construction, County grants Licensee (and its sublicensees, as applicable) the non-exclusive right to use such portions of County’s contiguous, adjoining, or surrounding property (the “**Surrounding Property**”) as reasonably necessary for construction and installation of the Communication Facility, subject to existing and future agreements with Port users; provided, however, that no later than completion of the applicable construction and installation, Licensee shall restore the Surrounding Property to substantially the same condition as existed prior to such use.

Licensee shall have the non-exclusive right, subject to prior written approval by the Port Department, to install and operate: (a) transmission cables from the equipment shelter or cabinet to the antennas, (b) electric lines from the main feed to the equipment shelter or cabinet, and (c) communication lines from the Property’s main entry point to the equipment shelter or cabinet; and to make Property improvements, alterations, upgrades, or additions appropriate and necessary for Licensee’s use of the Communication Facility, all subject to prior written approval by the Port Department (collectively, the “**Licensee Changes**”). Licensee shall comply with all Applicable Law in connection with its Permitted Use. “**Applicable Law**” as used in this Agreement means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

Licensee may, from time to time, modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas, or relocate the Communication Facility within the Premises, subject to the prior written approval of County acting through its Port Department. If such modification or upgrade requires additional space on the Property (the “**Additional Premises**”), Licensee may request that County designate such Additional Premises, subject to County’s approval. Any approved Additional Premises shall be documented in a written instrument in accordance with Section 2 and shall be incorporated into and deemed an update to Exhibit 1.

- (b) Licensee hereby covenants to build and operate the IBC and to make the IBC available for sublicense to carriers, on reasonable terms and conditions, and in accordance with the terms of this Agreement.
- (c) At any time during the Term, at the reasonable request of Licensee, County will make personnel reasonably available to meet and discuss with Licensee at no additional cost to Licensee, any suggested change to the IBC that Licensee deems desirable to ensure or improve the future capacity, coverage or performance needs of Licensee’s Communication Facility or communications services, or otherwise benefit the operations of Licensee (a “**Licensee Requested IBC Change**”). Notwithstanding anything to the contrary in this Agreement, Licensee shall not have the obligation to request any Licensee Requested IBC Change.

- (d) Required Approval. No improvements, alterations, additions, or renovations (collectively, the “**Improvements**”) are permitted on the Premises, including the Communications Facility, unless Licensee obtains the prior written approval of the Port Department.
- (i) Required Contract Documents for Improvements. Prior to the commencement of any Improvements, Licensee shall submit to the Port Department a complete set of the contract documents for approval by the Port Department (one (1) hard copy and one (1) .pdf format). Contract documents shall include, at a minimum, a site plan and complete plans and specifications of any contemplated construction. Unless otherwise agreed in writing by the Port Department, the plans and specifications shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (i) working drawings, (ii) technical specifications, (iii) schedule for accomplishing the Improvements, and (iv) such other information as may be required by the Port Department. All Improvements must be made in accordance with the requirements set forth in this Agreement. All of the plans and specifications shall be in such detail as may reasonably permit the Port Department to determine whether the construction will be consistent with the standards set forth in this Agreement. Any plans and specifications that have received the Port Department’s written approval, and any amendments and changes thereto that have received the Port Department’s written approval, are hereinafter referred to collectively as “**Approved Plans**.” No construction may be performed on the Premises except pursuant to Approved Plans.
- (ii) Changes to Approved Plans. No material changes shall be made to any Approved Plans without the prior written approval of the Port Department. Any change that requires the issuance of a building permit or modifies an existing building permit shall be considered a material change.
- (iii) Compliance with Law. All Improvements, including the plans and specifications relating to same, shall conform to all Applicable Law, including all state, federal, County, and local agency (including all divisions and departments of County) statutes, ordinances, building codes, fire codes, rules, regulations, and design standards. The approval by the Port Department of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility therefor shall at all times remain with Licensee.
- (iv) Certified Statements. Within one hundred and twenty (120) days after the completion of any Improvements, unless otherwise agreed in writing by the Port Department, Licensee must provide to the Port Department: (a) a certified statement from the construction contractor(s) stating that the Improvements are free and clear of all liens, claims, or encumbrances by any material supplier, subcontractor, or laborer, and that all such fees and charges have been paid; and (b) a certified statement from the architect or engineer stating that the Improvements have been constructed in accordance with Approved Plans and in compliance with all Applicable Law, including all federal, state, local, and County laws, rules, ordinances, regulations, and building codes. Licensee shall provide, upon request, such back-up documentation and releases of lien as may be required by the Port Department.
- (v) Liens. Licensee represents, warrants, and covenants to County that the Premises and all Improvements shall be at all times free and clear of all liens, claims, and encumbrances created by Licensee or Licensee’s agents, contractors, employers, officers, or invitees. If any such lien or notice of lien shall be filed against the Premises or any Improvements, Licensee shall, within thirty (30) days after notice of the filing thereof, cause same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction.
- (vi) As-Built Plans and Specifications. Within one hundred twenty (120) days after the completion of any Improvements, unless otherwise agreed in writing by the Port Department, Licensee shall, at its expense, provide the Port Department with a complete set of “as-built” plans and specifications (one (1) hard copy and one (1) .pdf format), including mylar reproducible “record” drawings, and a complete set of machine-readable disks containing electronic data in an AUTOCAD format that meets the Port Department’s graphic standards of the “as-constructed” or “record” plans for such Improvements (one (1) hard copy and one (1) .pdf format).
- (vii) Approval from Other Governmental Agencies for Licensee’s Improvements. In addition to the Port Department’s approval, Licensee shall be responsible for obtaining all construction permits, complying with inspection requirements of the Broward County edition of the current South Florida Building Code, and obtaining any other required approval from all other agencies having jurisdiction over any Improvements, including, but not limited to, departments, divisions, or offices of County, the State of Florida, and the federal government.
- (viii) Americans with Disabilities Act Compliance. All Improvements made to the Premises shall be in conformity and consistent with the Americans with Disabilities Act of 1990, as amended.
- (ix) Failure to Obtain Approval. If any Improvement is made without the approvals required pursuant to this section, then, upon written notice, Licensee shall remove the same, or, at the option of the Port

Department, cause the same to be changed to the satisfaction of the Port Department. In the case of any failure on the part of Licensee to comply with such notice, County may effect the removal or change, and Licensee shall pay the cost thereof to County within ten (10) days following written demand for said payment.

- (x) Impact on Public Areas. During construction of any Improvements, Licensee shall maintain the public areas in the same manner and cleanliness as provided by County. Any such Improvements shall be made within the time specified in the approval from the Port Department and shall be undertaken with the least disturbance possible to the public and the operation of Port Everglades.
- (xi) Prevailing Wage Requirement. If construction work in excess of \$250,000 is required of, or undertaken by, Licensee as a result of this Agreement, then Section 26-5 of the Broward County Code of Ordinances (the “*Code*”) shall apply to such construction work, the provisions of Section 26-5(a) of the Code shall be deemed incorporated as if expressly set forth herein, and Licensee must submit, as requested by the Port Department, a completed Statement of Compliance in the form available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.
- (xii) Construction and Labor and Material Bonds. Before commencing any work or construction of Improvements, Licensee shall obtain, or require the contractor(s) to maintain, at all times, valid payment and performance bonds (collectively, the “*Bond*”), in form and content satisfactory to County. Except as provided below for the Communication Facility, the Bond shall be in an amount not less than one hundred percent (100%) of the cost of the work being performed under the applicable construction contract. For the construction of the Communication Facility, the Bond shall be in an amount equal to ten percent (10%) of the total project cost for the Communication Facility, as such cost is approved by County, acting through its Port Department. If any Bond is drawn upon, in whole or in part, Licensee shall promptly replenish such Bond to the required amount prior to continuing performance of the applicable work. Each Bond, whether for the Communication Facility or otherwise, must (a) guarantee to County the completion and performance of the work, as well as full payment of all suppliers, laborers, and subcontractors employed in the performance of the project; (b) remain in effect through final completion and acceptance of the work; and (c) be executed by a surety company of recognized standing, authorized to do business in the state of Florida as a surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least the immediately preceding five (5) years. In addition, the surety company must meet at least one of the following additional qualifications:
 - (1) The surety company must hold a current certificate of authority as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, as revised. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, as revised (including 31 C.F.R. Section 223.10 and Section 223.111). Further, the surety company must provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.
 - (2) The surety company must have at least the following minimum ratings in the latest revision of Best’s Insurance Reports, published by A.M. Best Company:

<u>Amount of Bond</u>	<u>Ratings</u>	<u>Financial Category</u>
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

In lieu of such Bond, Licensee may furnish an alternate form of security, which may be in the form of cash, money order, certified check, cashier’s check, or irrevocable letter of credit. Such alternate forms of security must be for the same purpose and subject to the same conditions as those applicable above, and must be held by County through final completion and acceptance of the work.

It is understood and agreed that Licensee shall be responsible for payment of all costs and expenses relating to (a) Licensee's Improvements, including, but not limited to, the design, permitting, and construction thereof; and (b) all other improvements necessary to Licensee's use of the Port facilities, including, but not limited to, improvements mandated by any governmental authority having jurisdiction over the Port facilities.

- (xiii) Construction Contract Provisions. Licensee shall include substantially the following provision in all contracts it enters into with any contractors in connection with construction or repairs to any Improvements located on the Premises:

"Contractor shall indemnify and hold harmless Broward County, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by breach of this agreement by contractor or by the negligence, recklessness, or intentional wrongful conduct of contractor or other persons employed or utilized by contractor in the performance of this agreement. These provisions shall survive the expiration or any other termination of this agreement. To the extent considered necessary by Licensee and Broward County, any sums due contractor under this agreement may be retained by Licensee until all of Licensee and Broward County's claims for indemnification under this agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Licensee. These indemnification obligations shall survive the termination of this agreement."

- (xiv) Conduit. Licensee shall have no right to use any County-owned conduit, duct bank, or similar infrastructure (collectively, "**County Conduit**") unless expressly authorized by County in a written amendment to this Agreement approved by the Parties with County acting through its Port Director. County makes no representation or warranty that any County Conduit will be available for Licensee's use. If County authorizes Licensee to use any County Conduit, such use shall be subject to the terms of such amendment and any additional conditions imposed by County, acting through its Port Director, including, without limitation, payment by Licensee of a fee for such use. The amount of such fee shall be as determined by County, acting through its Port Director, as set forth in such amendment. Licensee shall also reimburse County for any and all costs incurred by County in connection with Licensee's use of County Conduit, including, without limitation, costs of maintenance, repair, monitoring, administration, or capacity-related impacts.

4. TERM.

- (a) The initial lease term shall commence on the Effective Date and continue until the earlier of (i) the day immediately preceding the tenth (10th) anniversary of the IBC Commercial Launch Date, or (ii) thirteen years after the Effective Date (the "**Initial Term**"). The "**IBC Commercial Launch Date**" means the first date that the IBC is fully operational and capable of transmitting and receiving carrier wireless signals. Licensee shall achieve the IBC Commercial Launch Date no later than three (3) years after the Effective Date, unless Licensee requests an extension in writing and the Port Director, in the Port Director's sole discretion, approves such extension in writing. Failure to achieve the IBC Commercial Launch Date within such period (as may be extended) shall constitute a material default under this Agreement.
- (b) Following the Initial Term, this Agreement will automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions, unless either Party, with County acting through its Port Director, notifies the other in writing that such Party intends not to renew this Agreement, such notice to occur at least sixty (60) days prior to the expiration of the then existing Term.
- (c) Any holding over by Licensee after the expiration or earlier termination of this Agreement shall not operate to renew or extend this Agreement and shall be deemed unauthorized occupancy and a material default. Unless otherwise agreed in writing by the Parties, with County acting through its Port Director, Licensee shall pay to County a holdover fee equal to the fair market value of the rights granted under this Agreement, as determined by County, through its Port Director, in its sole discretion, for each month (or portion thereof) of such holdover. All other provisions of this Agreement shall remain in effect during such holdover period. Licensee shall be liable to County for all loss or damage arising from any such holding over, whether or not such loss or damage was foreseeable as of the Effective Date. County reserves all rights and remedies available under Applicable Law as a result of Licensee's holdover. Acceptance of any payments by County

during any period in which Licensee fails or refuses to surrender possession shall not be deemed consent to such continued possession or a waiver of County's right to immediate possession of the Premises. Licensee shall have no right to remain in possession after the expiration or earlier termination of this Agreement except pursuant to a written amendment to this Agreement or a new written agreement executed by the Parties.

(d) The Initial Term and any Extension Terms are collectively referred to as the "**Term**."

5. **NO LICENSE FEE PAID BY LICENSEE.** In consideration of Licensee's installation of Licensee's Communication Facility and other obligations of Licensee under this Agreement, which the Parties acknowledge constitute a substantial capital investment by Licensee, no license fee or license fee equivalent shall be due from Licensee to County under this Agreement; provided, however, that nothing herein shall limit Licensee's obligation to pay any other fees, charges, or reimbursements expressly provided for in this Agreement, including, without limitation, any fees associated with the use of County Conduit as may be set forth in an amendment to this Agreement approved by the Port Director.

6. **SERVICE LEVEL AGREEMENT.** The service levels, performance standards, and related operational requirements applicable to the IBC and the services provided by Licensee shall be as set forth in Exhibit 2 ("**Service Level Agreement**" or "**SLA**"). The SLA establishes the framework for system availability, maintenance, incident response, and performance monitoring. Licensee shall perform the services in accordance with the SLA. In the event of any conflict between the terms of this Agreement and the SLA, the terms of this Agreement shall control unless expressly stated otherwise in the SLA.

7. **APPROVALS.**

(a) County agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals, or other relief required of or deemed necessary or appropriate by Licensee for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). County authorizes Licensee to prepare, execute, and file, at Licensee's sole cost and expense, all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee may also perform and obtain, at Licensee's sole cost and expense, tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises is compatible with Licensee's engineering specifications, system, design, or operations, or with Government Approvals.

(c) Any required Government Approvals must be obtained before Commencement of Construction (as defined below).

8. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either Party on thirty (30) days' prior written notice of default to the other Party, if the defaulting Party remains in default under Section 17 of this Agreement after the applicable cure periods; or

(b) by Licensee upon written notice to County, if Licensee is unable to obtain or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Licensee upon written notice to County for any reason or no reason, at any time prior to Commencement of Construction by Licensee. "**Commencement of Construction**" means the date on which Licensee begins or causes to begin the placement, assembly, or installation of the IBC, and excludes any survey, tests, IBC design work, or the placing of any order for any IBC equipment.

9. **INSURANCE.**

(a) **Insurance.** Throughout the Term, Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit 3 in accordance with the terms and conditions of this section. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents,

representatives, employees, or contractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this section.

- (b) Additional Insured. Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit 3 on all policies required under this section.
- (c) Certificates of Insurance. On or before the Effective Date, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this section. If and to the extent requested by County, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- (d) Remain in Full Force. Licensee shall ensure that all insurance coverages required by this section remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Licensee has been completed, as determined by the Port Department. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).
- (e) Insurer. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
- (f) Broader Coverage. If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit 3, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.
- (g) Self-Insured. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit 3 and submit to County for approval at least fifteen (15) days prior to the Effective Date. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Licensee shall obtain same in endorsements to the required policies.
- (h) Subrogation. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurer(s) may acquire against County, and shall obtain same in an endorsement of Licensee's insurance policies.
- (i) Sublicensee/Contractor/Subcontractor Insurance. Licensee shall require each sublicensee and contractor (and each contractor's subcontractor) to maintain insurance coverage that adequately covers the services provided by such sublicensee/contractor/subcontractor. Licensee shall ensure that all such sublicensees/contractors/subcontractors comply with the requirements of this section and that "Broward County" is named as an additional insured under the applicable insurance policies of all such sublicensees/contractors/subcontractors.
- (j) Failure to Maintain Insurance. If Licensee or any sublicensee or any contractor (or any contractor's subcontractor) fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and Licensee shall reimburse County for such payments within ten (10) days after receipt of invoice from County. Licensee shall not permit any sublicensee/contractor/subcontractor to provide services unless and until the requirements of this section are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of each contractor's/subcontractor's compliance with this section.
- (k) Claims-Made Coverage. If any of the policies required under this section provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit 3; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit 3.

- 10. INTERFERENCE.** County makes no representation or warranty regarding the existence, identity, or operating parameters of any radio frequency users on or near the Property. Licensee acknowledges that there may be existing radio frequency users operating on or near the Property ("*Existing Frequency Users*") and agrees that Licensee is solely responsible for evaluating the potential for interference with such users. County shall, upon

written request, provide any non-confidential information in its possession regarding known radio frequency users on the Property, if any, without representation or warranty as to the completeness or accuracy of such information. Licensee warrants that its use of the Premises will not materially interfere with any Existing Frequency Users operating in compliance with Applicable Law manufacturer specifications, and applicable industry standards.

County, acting through its Port Department, may, at its discretion and upon written request, require Licensee, at Licensee's sole cost and expense, to provide an intermodulation and/or radio frequency interference study prepared by a qualified radio frequency engineer or consultant acceptable to County, demonstrating that Licensee's proposed equipment, installation, and operation will not materially interfere with existing public safety, Port, or other authorized radio frequency systems operating on or near the Property.

11. INDEMNIFICATION/LIMITATION OF LIABILITY.

- (a) **Indemnification.** Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Port Department and the County Attorney, any sums due Licensee under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.
- (b) **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF REVENUE, LOST PROFITS, OR LOSS OF GOODWILL, CONNECTED WITH THE PERFORMANCE OF OR BREACH OF THIS AGREEMENT. LICENSEE SHALL HAVE NO LIABILITY TO COUNTY ARISING FROM OR RELATING TO ANY HARDWARE, SOFTWARE, OR OTHER MATERIALS SUPPLIED UNDER ANOTHER AGREEMENT OR BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE SELECTION THEREOF OR FAILURE OF SUCH THIRD-PARTY MATERIALS TO PERFORM IN ACCORDANCE WITH SPECIFICATIONS OR ANY DEFECTS THEREIN. COUNTY SHALL HAVE NO LIABILITY TO LICENSEE ARISING FROM OR RELATING TO ANY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY AGREEMENTS BY LICENSEE WITH ITS SUBLICENSEES.**
- (c) **Limitation of Liability.** Nothing in this Agreement shall be deemed to waive or limit County's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes. To the extent permitted by Applicable Law, Licensee's aggregate liability to County for direct damages arising solely from Licensee's breach of this Agreement shall not exceed Three Million Dollars (\$3,000,000). Notwithstanding the foregoing, the limitation set forth above shall not apply to:
- (i) claims arising from Licensee's gross negligence or willful misconduct;
 - (ii) bodily injury or death;
 - (iii) damage to tangible property, including County property;
 - (iv) third-party claims;
 - (v) Licensee's indemnification obligations under this Agreement; or
 - (vi) violations of Applicable Law.

12. REPRESENTATIONS/WARRANTIES.

- (a) County acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Agreement and bind itself hereto through the signatory for County signing below.
- (b) County represents, warrants, and agrees that:
- (i) County solely owns the portions of the Property designated for use by Licensee in fee simple;
 - (ii) County's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease, or other agreement binding on County; and
 - (iii) County has obtained all consents and approvals necessary to enter into this Agreement and to grant Licensee the rights hereunder.
- (c) **LICENSEE MAKES NO EXPRESS WARRANTY REGARDING THE COMMUNICATION FACILITY, OR ANY PORTION THEREOF, AND LICENSEE DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS THEREFOR.**
- (d) Representation of Authority. Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Licensee has with any third party or violates Applicable Law. Licensee further represents and warrants that execution of this Agreement is within Licensee's legal powers, and each individual executing this Agreement on behalf of Licensee is duly authorized by all necessary and appropriate action to do so on behalf of Licensee and does so with full legal authority.
- (e) Contingency Fee. Licensee represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Licensee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- (f) Public Entity Crime Act. Licensee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Licensee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Licensee has been placed on the convicted vendor list.
- (g) Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Licensee represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Licensee represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Licensee represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.
- (h) Claims Against Licensee. Licensee represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Licensee, threatened against or affecting Licensee, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Licensee to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Licensee or on the ability of Licensee to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- (i) Verification of Employment Eligibility. Licensee represents that Licensee and each sublicensee have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Licensee violates this section, County may immediately terminate this Agreement for cause and Licensee shall be liable for all costs incurred by County due to the termination.
- (j) Prohibited Telecommunications. Licensee represents and certifies that Licensee and all sublicensees do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.
- (k) Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized

representative of Licensee hereby attests under penalty of perjury as follows: Licensee is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Licensee; and the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes

13. ENVIRONMENTAL.

- (a) County makes no representations or warranties whatsoever as to whether Pollutants (as hereinafter defined) exist on or under the Premises or the improvements thereon in violation of any federal, state, or local law, rule, or regulation or in violation of any order or directive of any federal, state, or local court or entity with jurisdiction of such matter. The term “**Pollutants**” refers to and includes all derivatives or by-products of any one or more of the following terms as defined by applicable local, state, or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants; or such other pollutants, contaminants, substances, materials, and wastes as are or become regulated under applicable local, state, or federal laws or regulations. Licensee acknowledges, represents, and warrants to County that it has made sufficient inspection of the Premises and the improvements thereon to satisfy itself as to the presence or absence of any such Pollutants. Licensee shall have no liability for any preexisting environmental impairments, liabilities, and/or conditions related to the Premises and the improvements thereon not caused by Licensee or Licensee’s officers, agents, employees, partners, contractors, sublicensees, guests, or invitees. Licensee shall not be liable for any migration of Pollutants and/or rise in the level of any Pollutants related to the Premises not caused by Licensee or Licensee’s officers, agents, employees, partners, contractors, sublicensees, guests, or invitees.
- (b) The discharge of any Pollutants on the Premises or in Port Everglades in violation of any federal, state, or local law, rule, or regulation, or in violation of an order or directive of any federal, state, or local court or entity is prohibited. Any Pollutant discharge by Licensee or Licensee’s officers, agents, employees, partners, contractors, sublicensees, guests, or invitees, whether committed prior to or subsequent to the Effective Date of this Agreement, shall be, at Licensee’s expense, and upon the Port Department demand, immediately contained, removed, and abated to the satisfaction of the Port Department and any court or regulatory entity having jurisdiction over the Pollutant discharge. If Licensee does not take action immediately to have such Pollutants contained, removed, and/or abated, County may undertake the removal of the Pollutant discharge; however, any such action by County shall not relieve Licensee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Licensee or County to contain or remove Pollutants, or to abate a discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or cause of the Pollutant discharge.
- (c) Licensee shall provide the Port Department with immediate notice of any and all spills, leaks, or discharges of any size whatsoever of Pollutants arising from its operations on and/or use of the Premises or in Port Everglades, and further provide the Port Department with not less than one (1) business day prior written notice of all curative measures, remediation efforts, and/or monitoring activities to be effectuated by Licensee, or promptly after taking any emergency measures.
- (d) If the Port Department arranges for the containment, removal, and/or abatement of any Pollutants in Port Everglades that were caused by Licensee or Licensee’s officers, agents, employees, partners, contractors, sublicensees, guests, or invitees, the costs of such containment, removal, and/or abatement incurred by County shall be paid by Licensee to County immediately upon the Port Department’s written demand, with interest as is provided for under County’s rules, regulations, and ordinances, including the Tariff.
- (e) Licensee shall not be liable for the discharge of any Pollutants caused by the negligence or willful misconduct of County. Nothing herein shall relieve Licensee of its general duty to cooperate with County in ascertaining the source and containing, removing, and abating any Pollutants located at the Premises. County and County’s employees, contractors, and agents shall have the right at all times to enter the Premises for the purposes of the foregoing activities and/or conducting such environmental inspections, audits, testing, or sampling as County deems appropriate. In addition, Licensee hereby agrees that upon any termination, expiration, or assignment of this Agreement or at any time during the Term, County shall have the right to have a “Phase I” environmental site assessment of the Premises conducted at Licensee’s expense, and if such “Phase I” environmental site assessment indicates that further testing and/or studies should be conducted, to include, but not be limited to, soil samples and water samples, then County shall have the right to have such

further testing and studies conducted at Licensee's expense. Licensee shall reimburse County for the cost of such testing and studies within fifteen (15) days after written demand by County.

- (f) In no event shall Licensee be entitled to claim or seek from County any amount on account of lost profits, lost rents, or other direct or consequential damages as a result of County's remediation activities.
- (g) Licensee shall, as required by Applicable Law, provide the relevant regulatory authorities with notice of any and all spills, leaks, or discharges of Pollutants on or under the Premises or within Port Everglades, and have an updated contingency plan in effect for such spills, leaks, or discharges, and promptly implement the plan.
- (h) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

14. ACCESS. Throughout the Term, Licensee and its employees, agents, and sublicensees shall have reasonable access to the Premises for any Permitted Use, subject at all times to (i) Applicable Law, including, without limitation, Transportation Worker Identification Credential (TWIC) requirements and United States Coast Guard regulations, and (ii) County's security requirements and operational needs, including, without limitation, Section 25(r) (Security). Such access shall be coordinated in advance with County and shall occur during County's normal operating hours, unless otherwise approved by County. County shall use commercially reasonable efforts to accommodate Licensee's requests for after-hours access, subject to then-applicable security and operational protocols. In the event of an emergency affecting the Communication Facility or public safety, County shall use reasonable efforts to provide Licensee with expedited access, subject to applicable security procedures. County shall determine, in its reasonable discretion, the manner of access to the Premises, including requirements for escort, badging, or other security measures; provided, however, that certain access credentials may be required pursuant to federal or other governmental authorities. County shall not be required to provide keys, access codes, or other unrestricted access devices to Licensee. Access to the Premises is expressly conditioned upon all personnel of Licensee and its contractors obtaining and maintaining all required credentials and security clearances, including, without limitation, TWIC cards (if applicable). Licensee shall be solely responsible, at its cost, for ensuring compliance with all such credentialing requirements. County's inability to provide immediate access due to security conditions, regulatory requirements, emergencies, or operational constraints shall not constitute a default under this Agreement, provided County uses reasonable efforts to provide access as soon as practicable.

15. OWNERSHIP/REMOVAL/RESTORATION. All Improvements, including the Communication Facility, will be and remain Licensee's personal property, regardless of whether any portion is deemed real or personal property under Applicable Law, and shall be removed by Licensee at the end of the Term unless otherwise agreed in writing by the Port Director, and Licensee shall restore the remainder of the Premises by the end of the Term to its condition at the commencement of this Agreement, reasonable wear and tear excepted. County covenants and agrees that no part of the Communication Facility constructed, erected, or placed on the Premises by Licensee will become, or be considered as being, affixed to or a part of the Property, it being the specific intention of County that all Improvements of every kind and nature constructed, erected, or placed by Licensee on the Premises will be and remain the property of Licensee and shall be removed by Licensee at the of the Term unless otherwise agreed in writing by the Port Director.

16. MAINTENANCE/UTILITIES.

- (a) Maintenance. Licensee shall, at its sole cost and expense, keep and maintain the Premises and all Improvements, including the Communication Facility, in good condition and repair, reasonable wear and tear and damage from the elements excepted.
- (b) Utilities (General). Except as otherwise expressly provided in Section 16(e) with respect to electricity for the IBC, Licensee shall, at its sole cost and expense, be responsible for arranging for and paying for all utility services required for its Permitted Use. County shall reasonably cooperate with utility providers to facilitate the provision of such services; provided, however, that County shall not be obligated to grant any easement or other property interest in connection therewith. County makes no representation or warranty regarding the availability, adequacy, or reliability of any utilities serving the Premises and shall not be liable for any interruption, insufficiency, or failure of such utilities. To the extent Licensee utilizes any utilities provided by County (other than electricity for the IBC governed by Section 16(e)), whether directly or indirectly, Licensee shall reimburse County for the cost of such utilities, as reasonably determined by County, acting through its Port Department. County may, at its option, require the installation of separate metering or other monitoring mechanisms at Licensee's sole cost and expense and/or require payment based on estimated usage if metering is not feasible.

- (c) No Backup Power. Unless otherwise expressly agreed in writing by the Parties, with County acting through its Port Department, Licensee shall have no right to access or use any County-owned battery backup or emergency power systems, and County shall have no obligation to provide backup or emergency power to Licensee.
- (d) Infrastructure Upgrades. If existing electrical or other utility infrastructure is insufficient for Licensee's Permitted Use, Licensee shall, at its sole cost and expense, be responsible for all necessary upgrades, improvements, and modifications, subject to County's prior written approval as stated in Section 3(d).
- (e) Electricity / Power Consumption. County shall have no obligation to provide electricity to the Premises or Licensee for its Permitted Use. However, if, and to the extent, Licensee requests electricity service for the IBC and County elects, in its sole discretion, acting through its Port Department, to provide such electricity service to Licensee, then the electricity charges for such service shall be determined exclusively in accordance with this Section 16(e), unless and until the Parties, with County acting through its Port Department, otherwise agree in writing to implement submetering or another methodology to directly measure electricity consumption attributable to the IBC.
 - (i) Baseline Power Charge. During any period in which County provides electricity service to the IBC pursuant to this Section 16(e), Licensee shall pay a baseline electricity charge of One Thousand and 00/100 Dollars (\$1,000) per month per Carrier (hereinafter defined) (the "**Baseline Power Charge**"), as a reasonable estimate of electricity consumption attributable to the IBC. The Baseline Power Charge shall apply separately to each Carrier utilizing the IBC, including any Carriers added after the IBC Commercial Launch Date, effective as of the date such Carrier commences use of the IBC.
 - (ii) Measurement and Adjustment. The Baseline Power Charge shall remain in effect unless and until either Party delivers a written request for adjustment on or before December 31 of any calendar year. Upon such request, the Parties shall cooperate in good faith to measure or reasonably estimate the actual electricity consumption attributable to the IBC. Any agreed adjustment shall: (a) be based on such measured or estimated consumption; and (b) take effect as of January 1 of the calendar year immediately following the year in which the adjustment request was made, regardless of when the Parties finalize the adjustment. From and after such effective date, the Parties shall reconcile any difference between amounts previously invoiced and the adjusted Baseline Power Charge for the applicable period. Any resulting overpayment or underpayment shall be credited or paid, as applicable, within a reasonable time. Pending agreement on an adjustment, County shall continue to invoice based on the then-current Baseline Power Charge. The Baseline Power Charge (as adjusted) may not be revised more than once per calendar year, unless otherwise agreed in writing by the Parties.

17. DEFAULT AND RIGHT TO CURE.

- (a) The following will be deemed a default by Licensee and a breach of this Agreement: Licensee's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from County specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, County will have the right to exercise any and all rights and remedies available to it under law and/or equity.
- (b) The following will be deemed a default by County and a breach of this Agreement: County's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if County has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of County. If County remains in default beyond any applicable cure period, Licensee will have the right to exercise any and all rights and remedies available to it under law and/or equity.

- 18. ASSIGNMENT/SUBLICENSE.** Licensee will have the right to assign this Agreement or sublicense the Premises and its rights herein, in whole or in part, with the prior written consent of County, acting through its Port Director, such consent not to be unreasonably withheld, delayed, or conditioned; *provided, however*, Licensee may assign this Agreement to an Affiliate of Licensee without the necessity of obtaining the consent of County. Upon approval by County of any assignment, Licensee will be relieved of all future performance, liabilities, and obligations under this Agreement to the extent of such assignment.

In addition, Licensee shall have the right to sublicense the IBC, in whole or in part, to other carriers and third parties in accordance with Section 3(b) of this Agreement, with the prior written consent of County, acting through its Port Director, such consent not to be unreasonably withheld, delayed, or conditioned (each such approved carrier hereinafter referred to as a “*Carrier*” and collectively the “*Carriers*”).

Additionally, notwithstanding anything contained in the Agreement to the contrary, Licensee shall have the right to enter into a collateral assignment, in whole or in part, of the rights granted Licensee hereunder to any third-party institutional lender providing funds to Licensee and demanding such assignment as security for Licensee’s repayment of such funds.

19. NOTICES.

- (a) Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

If to Licensee:

Tillman Digital Cities LLC
152 West 57th Street, 34th Floor
New York, NY 10019
Attn: Managing Director
Email address: admin@tillmandc.com

With a copy by email to the Legal Department at: legal@tillmandc.com

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to County:

Chief Executive Officer and Port Director
Port Everglades Department
1850 Eller Drive, Suite 604, Fort Lauderdale, Florida 33316
Email address: jmmorris@broward.org

20. CONDEMNATION.

- (a) If at any time during the Term, the power of eminent domain shall be exercised or threatened whether by condemnation proceeding or threat or imminence thereof (a “Taking”) of the entirety of the Premises or of substantially all of the Premises so as to render the Premises untenable shall occur, such Taking shall be deemed to have caused this Agreement to terminate and expire as of the date of such Taking. For purposes of this Agreement, the date of Taking shall be the earlier of the date upon which actual possession of the Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority, or the date in which title vests in such lawful power or authority. Licensee shall in all respects keep, observe, and perform all the terms and conditions of this Agreement up to the date of such Taking.
- (b) County agrees to promptly notify Licensee of any eminent domain proceeding, and Licensee, at its sole cost and expense, will be entitled to join such proceeding and to defend Licensee’s interest in the Premises affected by such proceeding.
- (c) Termination of this Agreement by County shall not be deemed a taking under any eminent domain or other law so as to entitle Licensee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement, or any other facts or circumstances arising out of or in connection with this Agreement.

- 21. CASUALTY.** County will provide notice to Licensee of any casualty or other harm affecting the Property with reasonable promptness. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to County, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof. If County or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, County agrees to permit Licensee to place temporary transmission and reception facilities on the Property, at a location to be determined by County, at no additional fee until the reconstruction of the Premises and/or the Communication Facility is completed.
- 22. LICENSES, FEES, AND TAXES.** Licensee shall timely pay all federal, state, county, and local taxes and fees, and all special assessments of any kind, that are now or may hereafter be levied upon the business conducted on the Premises and any of Licensee's property used in connection therewith. Licensee shall obtain, pay for, and maintain in full force and effect all federal, state, County and local licenses, local business taxes, approvals, and permits required for Licensee's business operation.
- 23. PUBLIC RECORDS.** Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Licensee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Licensee shall:
- (a) Keep and maintain public records required by County to perform the services;
 - (b) Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and
 - (d) Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Licensee or keep and maintain public records required by County to perform the Services. If Licensee transfers the records to County, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt. If Licensee keeps and maintains the public records, Licensee shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Licensee receives a request for public records regarding this Agreement or the Services, Licensee must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Licensee must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Licensee contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Licensee asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Licensee must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Licensee must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Licensee as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Licensee, or the claimed

exemption is waived. Any failure by Licensee to strictly comply with the requirements of this section shall constitute Licensee's waiver of County's obligation to treat the records as Restricted Material. Licensee must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-468-3508, EKENNEDY@BROWARD.ORG, 1850 ELLER DRIVE, SUITE 605, FORT LAUDERDALE, FLORIDA 33316.

24. FORCE MAJEURE. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement. Neither economic impracticability nor the inability of Licensee to perform in whole or in part for economic reasons shall constitute a Force Majeure Event.

25. MISCELLANEOUS.

- (a) **Amendment.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by authorized signatories of both the County and Licensee.
- (b) **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement, or acceptance of any partial performance by Licensee, shall not be deemed a waiver of any provision of this Agreement or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- (c) **Successors and Assigns Bound.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- (d) **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.
- (e) **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising

from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- (f) **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.
- (g) **Affiliates.** All references to “Licensee” shall be deemed to include any Affiliate of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (h) **Survival.** Upon termination or expiration of this Agreement, Licensee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation that accrued but has not been satisfied under any prior agreement between the Parties shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.
- (i) **Sale of Property.** If County, at any time during the Term of this Agreement, decides to rezone or sell, subdivide, or otherwise transfer all or any part of the Premises to a purchaser other than Licensee, County shall promptly notify Licensee in writing, and such rezoning, sale, subdivision, or transfer shall be subject to this Agreement and Licensee’s rights hereunder.
- (j) **No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of, or option for the Premises based on the terms set forth herein.
- (k) **Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- (l) **Multiple Originals and Counterparts.** This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.
- (m) **Media.** County acknowledges and agrees that upon the completion and successful optimization of the Communication Facility, Licensee and Licensee’s Affiliates shall have permission to advertise, promote, and inform the public, including, but not limited to, existing and prospective tenants, external and internal audiences, and all other persons and parties, about the enhanced telecommunications services provided through the Communication Facility. Licensee will obtain prior written permission from County before releasing any photo or video content related to network enhancement(s) and/or before holding third-party walkthroughs of the technology at the Property. Licensee will obtain prior written approval from County for permission to include a quote in a press release and agree on the content of the quote with County.
- (n) **Audit Rights and Retention of Records.** County shall have the right to audit the books, records, and accounts of Licensee and its contractors, subcontractors, and sublicensees that are related to this Agreement. Licensee and its contractors, subcontractors, and sublicensees shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under

this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Licensee and all contractors, subcontractors, and sublicensees shall make same available to County in written form at no cost and allow County to make copies. Licensee shall provide County with reasonable access to Licensee's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Licensee and all contractors, subcontractors, and sublicensees shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Licensee expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Licensee hereby grants County the right to conduct such audit or review at Licensee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Licensee shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Licensee shall pay to County any underpaid amount identified as a result of an audit, regardless of the amount of the underpayment. If an audit in accordance with this section reveals underpayments to County of any nature by Licensee in excess of five percent (5%) of the applicable contract billings reviewed by County, in addition to making adjustments for the underpayments, Licensee shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit shall be made within thirty (30) days after presentation of County's findings to Licensee.

Licensee shall ensure that the requirements of this section are included in all agreements with all contractors, subcontractors, and sublicensees.

- (o) **Tariff**. Except as otherwise expressly provided herein, Licensee, in its use of County-owned property and facilities and its utilization of services at Port Everglades, shall comply with and be governed by the Tariff, and pay, in addition to the required payments under this Agreement, all charges and rates in accordance with the provisions of the Tariff.
- (p) **Signage**. Licensee will not place, suffer to be placed, or maintain on the Premises any sign, awning, canopy, or advertising matter without prior written consent of the Port Department, which consent shall not be unreasonably withheld. If such consent is granted by the Port Department, Licensee shall always maintain such item(s) in good condition and install same pursuant to the Port Everglades Development District Zoning Classification.
- (q) **Security**. Licensee, at its sole cost, shall be responsible for security on the Premises and all improvements thereon, and shall take and require others to take, as required, whatever legal precautions as are necessary to protect the Premises and all improvements thereon, and all persons and property thereon. Licensee acknowledges that security measures at Port Everglades may be increased by County and that such efforts will likely impact the Premises. In this regard, Licensee agrees to cooperate with County's efforts to increase security and agrees to comply with all security related laws, rules, and regulations (whether imposed by the United States Customs and Border Protection, the United States Coast Guard, the State of Florida, or County). Licensee, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, Licensee, or Licensee's officers, agents, employees, partners, contractors, sublicensees, guests, or invitees. Any increased security-related measures imposed by County on Licensee hereunder shall be uniformly imposed by County on similarly situated parties at Port Everglades.
- (r) **Fines**. If as a result of an intentional or negligent act or omission of Licensee or Licensee's officers, agents, employees, partners, contractors, sublicensees, guests, or invitees, County incurs any fines and/or penalties, or any expense in enforcing the Port Everglades Security Program or the rules and regulations of other applicable security agencies, then Licensee agrees to pay and/or reimburse to County all such fines, penalties,

costs, and expenses, including all costs of administrative proceedings, court costs, and reasonable attorney's fees incurred by County in enforcing this provision. Licensee further agrees to rectify any security deficiency caused by Licensee or Licensee's officers, agents, employees, partners, contractors, sublicensees, guests, or invitees, or other deficiency as may be determined by the Port Department. If Licensee fails to remedy any such deficiency, the Port Department may do so at the cost and expense of Licensee. County reserves the right to take whatever action is necessary to rectify any such security deficiency or other compliance deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement.

- (s) **Inspections.** Licensee acknowledges that all persons, vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave Port Everglades. Licensee acknowledges and understands that the inspection requirements are for the protection of users of the Port and are intended to reduce incidents of cargo tampering, thefts, and other unlawful activities at the Port. For this reason, Licensee agrees that persons who will not consent to being inspected and searched shall not be employed by Licensee or by Licensee's sublicensee(s) or contractor(s) in any position requiring access to the Port. Licensee shall include this provision in its contracts with its sublicensees, contractors, agents, employees, and business invitees.
- (t) **Risk of Loss.** The risk of loss of or damage to personal property, including, but not limited to, cargo, commodities, and equipment, that has been stored at or moved on or near the Premises shall be borne solely by Licensee or the owner of such property. Licensee hereby waives all claims and demands against County and County's employees for any losses (including on account of lost or anticipated profits), costs, expenses, or other damages, including, but not limited to, direct, indirect, consequential, or otherwise, caused by injury to or loss of personal property on or near the Premises.
- (u) **Parking.** Licensee's use of parking spaces in Port Everglades shall be subject to and in accordance with County's vehicle parking regulations as set forth in the Tariff. Licensee shall ensure that its officers, employees, and agents park only in parking spaces specifically assigned to Licensee. Vehicles parked in parking spaces not specifically assigned to Licensee may be towed at the vehicle owner's expense.
- (v) **Damage to Port Facilities.** Licensee shall be responsible for and repair any and all damage to the Port caused by Licensee or Licensee's officers, agents, employees, partners, contractors, subcontractors, sublicensees, guests, or invitees. If Licensee fails to make the necessary repairs in a timely manner as determined by the Port Department, then the Port Department may, at its option, cause such repairs to be completed and Licensee shall reimburse County for the costs and expenses incurred in such repair, plus an administrative fee as permissible under the Broward County Administrative Code.
- (w) **Development and Expansion of Port.** County shall have the right to develop, maintain, and operate the Port as it deems advisable and desirable in accordance with applicable governmental authority and regulation, and County shall have the right to make such agreements as County deems necessary or advisable in connection with federal and state funding of Port improvements, alterations, and/or modifications. If at any time County seeks federal, state, or local government approvals regarding the operation or modification of the Port, Licensee shall provide reasonably requested cooperation and support, including executing any documents or instruments reasonably requested by County; provided, however, Licensee shall not be required to bear any additional expense and shall not be deemed an agent of County. Licensee acknowledges that Port operations and development may impact the Premises and the Communication Facility. County shall use commercially reasonable efforts to avoid or minimize material interference with Licensee's use of the Premises; provided, however, that County shall not be liable for any temporary interference or disruption resulting from the exercise of its rights under this subsection. To the extent County's exercise of its rights under this subsection requires modification, relocation, or removal of the Communication Facility, the Parties shall cooperate in good faith to agree upon an appropriate solution, including allocation of costs, taking into account the nature and scope of the work and the circumstances giving rise to such requirement.
- (x) **Easements.** County reserves the right to maintain existing and future easements and rights-of-way on the Premises as are reasonably necessary to serve the needs of the Port. Licensee accepts the Premises subject to such easements and rights-of-way, whether now existing or hereafter established. These may include, without limitation, ingress and egress for Port users, water distribution, sewage collection, underground electrical and telephone conduits, above-ground street lighting, and power poles.

- (y) **Polystyrene Food Service Articles.** Licensee shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.172, Broward County Administrative Code.
- (z) **Anti-Human Trafficking.** By execution of this Agreement by an authorized representative of Licensee, Licensee hereby attests under penalty of perjury that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true.
- (aa) **Sovereign Immunity.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required by Section 768.28, Florida Statutes.
- (bb) **Agent for Service of Process.** If Licensee is not a resident of the State of Florida, is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then Licensee hereby designates the Secretary of State of the State of Florida as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a nonresident who has designated the Secretary of State as agent for service. If for any reason service of such process is not possible, as an alternative method of service of process, Licensee may be personally served with such process out of this State by certified mailing to Licensee at the address set forth in this Agreement. Any such service out of this State shall constitute valid service upon Licensee as of the date of mailing. Licensee is amenable to and agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protests thereto.
- (cc) **Confidential Information; Generative Artificial Intelligence.** Unless expressly authorized in this Agreement or in writing in advance by the Port Department, Licensee is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Licensee must ensure that any use of generative artificial intelligence tools by Licensee and/or its contractors, subcontractors, and/or sublicensees does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Licensee must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.
- (dd) **Time of Essence.** Time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained in this Agreement.
- (ee) **Relationship of the Parties.** Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by said other Party under this Agreement.
- (ff) **Third-Party Beneficiaries.** Neither Licensee nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- (gg) **Priority of Provisions.** Except as otherwise expressly stated herein, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.
- (hh) **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.
- (ii) **Incorporation of Required Provisions.** The Parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

(jj) **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Description of Premises and IBC Solution
Exhibit 2	Service Level Agreement
Exhibit 3	Minimum Insurance

- (kk) **Survival.** Upon termination or expiration of this Agreement, Licensee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation that accrued but has not been satisfied under any prior agreement between the Parties shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.
- (ll) **Nonliability of Government Representatives.** No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any term or provision of this Agreement or of any supplement, modification, or amendment to this Agreement or because of any breach or their execution or attempted execution thereof.
- (mm) **No Remedy Exclusive.** No remedy conferred in this Agreement upon or reserved to County or Licensee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing at law or in equity. County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Licensee’s failure to comply with any term(s) of this Agreement.
- (nn) **Compliance with Laws.** Licensee and Licensee’s officers, agents, employees, partners, contractors, sublicensees, guests, and invitees shall comply with all present and future applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including any governing the operation, maintenance, and use of the Port.
- (oo) **Nondiscrimination.** Licensee and its sublicensees shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Licensee shall include the foregoing or similar language in its contracts with sublicensees, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Licensee is expressly prohibited from using any funds provided by County or any rights provided under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion, as set forth in Section 125.595(b), Florida Statutes.
- (pp) **Police/Regulatory Powers.** County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Premises, any Improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning, land use, and environmental codes, administrative codes, ordinances, rules, and regulations, federal laws and regulations, state laws and regulations, grant agreements, and delegated authorities. In addition, nothing in this Agreement shall be considered zoning by contract. County’s performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- (qq) **Port Department Authority.** Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, the Code, or Broward County Administrative Code, the Port Department may act on behalf of County under this Agreement.

- (rr) **Use of County Name or Logo.** Licensee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Port Director.
- (ss) **No Recordation of Agreement.** Licensee shall not record this Agreement or any memorandum thereof in the Official Records of Broward County, Florida.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2026; and Tillman Digital Cities LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

CARLOS A.
RODRIGUEZ-
CABARROCAS
By _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

Digitally signed by CARLOS
A. RODRIGUEZ-CABARROCAS
Date: 2026.05.21 14:24:55
-04'00'

CRC/dh
Broward Co TDC NaaS Neutral Host Lease Agreement 5-21 - Final
5/21/2026
#80040-1029

EXHIBIT 1

DESCRIPTION OF PREMISES AND IBC SOLUTION

Coverage Area:



Scope of Work

- 1850 Eller Dr., Ft. Lauderdale, FL 33316
- Current Scope
 - ▶ 8 Terminals totaling 991,300 sq. ft.
 - ▶ West Convention Center totaling 779,100 sq. ft.
 - ▶ East Convention Center totaling 600,000 sq. ft.
 - ▶ Admin Building totaling approx. 140,000 sq. ft.
 - ▶ Outdoor Coverage (best effort)

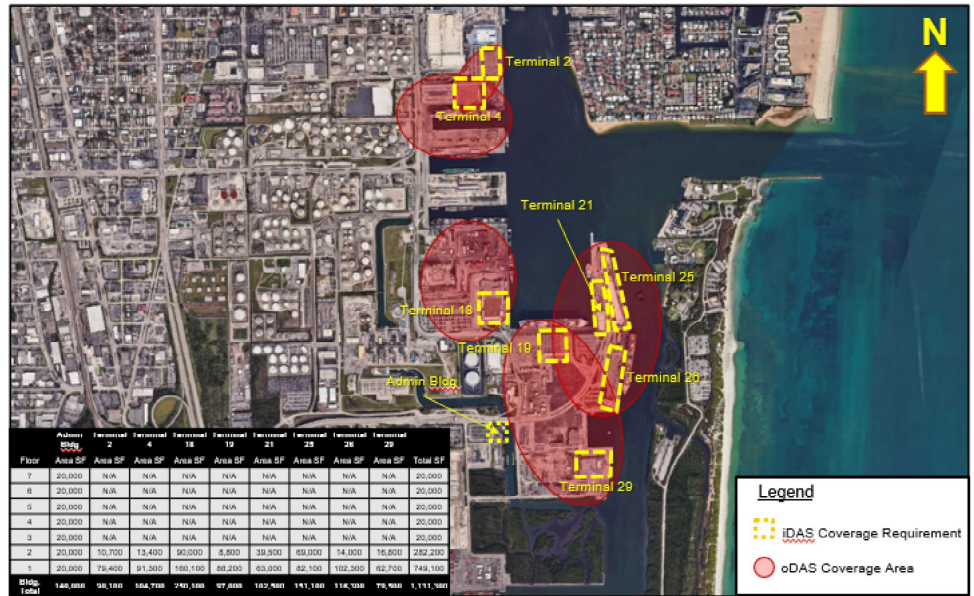


EXHIBIT 2

SERVICE LEVEL AGREEMENT

1. GENERAL CONDITIONS OF SERVICES

This Service Level Agreement (“*SLA*”) defines the service level requirements for the IBC. This SLA defines the requirements for IBC performance metrics, reporting, incident management, and change management. Unless defined herein, all capitalized terms shall have the same meanings ascribed to them in the Agreement.

Term	Definition
<p>Availability</p> <p><i>Example of Availability Calculation:</i></p>	<p>The number resulting from the following calculation: $[1 - (\text{Down Time} / \text{Total Time})] \times 100$; followed by a percentage sign. Availability percentages shall be expressed to two decimal places, rounded to the nearest one-hundredth of a percentage point.</p> <p>Availability (for calendar month x) = $[1 - (\text{Down Time} / \text{Total Time})] \times 100$, followed by %</p> <p><u>Assumptions:</u> Total Time (for calendar month x) = 30 days = 43,200 minutes Down Time (for calendar month x) = 21 minutes Availability (for calendar month x) = $[1 - (21/43200)] \times 100$, followed by % = $[1 - .000486] \times 100$, followed by % = 0.999514×100, followed by % = 99.9514, followed by % = 99.95%</p>
<p>Base Transceiver Station (“<i>BTS</i>”)</p>	<p>Radio frequency (“<i>RF</i>”) signal source provided by the Carrier.</p>
<p>Business Hours</p>	<p>Monday through Friday, 8:00 AM to 5:00 PM in the time zone of the place in which the IBC is physically located.</p>
<p>IBC</p>	<p>The distributed antenna system described in the Agreement. The IBC consists of all active electronics and passive components that transmit and receive the RF signal (excluding any BTS) and that connect signal source to the antenna locations (including associated cabling, connectors, hardware, and power support systems, but excluding commercial power supply).</p>
<p>Down Time</p>	<p>The number of minutes the IBC is not Operational during a calendar month, including without limitation Emergency Down Time (except Emergency Down Time that occurs during the Scheduled Maintenance Window), and excluding Scheduled Down Time.</p>
<p>Emergency Down Time</p>	<p>The number of minutes the IBC is not Operational during a calendar month due to Emergency Maintenance conducted by Licensee. Emergency Down Time will be counted as Down Time used to calculate Availability unless such Emergency Down Time occurs during the Scheduled Maintenance Window.</p>
<p>Emergency Maintenance</p>	<p>Any IBC related work that is a ‘break/fix’ activity, to prevent a ‘break/fix’ activity, or to prevent an IBC outage, and any maintenance required outside any Scheduled Maintenance Window or within a Scheduled Maintenance Window, but not scheduled in advance.</p>
<p>Hours of Operation</p>	<p>24 hours a day, 365 days a year (366 days in any leap year).</p>

Term	Definition
Incident	Any loss or degradation of the RF signal being transmitted on the IBC that disrupts the intended communication and performance of the IBC.
Incident Management Process	This process facilitates Incident management through notification and escalation procedures more specifically described in this SLA. This process alerts designated departments of IBC-affecting Incidents and provides a method by which succeeding levels of technical expertise and related management are engaged in restoration activities.
Network Time	The local time zone in which the IBC is located
Carrier	Any Mobile Network Operator connected to the IBC. Unless the context clearly indicates otherwise, references to “Carrier” or “Carriers” in this SLA refer only to the affected Mobile Network Operator(s) connected to the IBC from time to time.
Operational	The IBC (including any and all components thereof) is (i) functional and available to its intended end user in full accordance with its documentation and all applicable specifications, and (ii) not experiencing any customer-impacting errors, defects, or service-limiting issues.
Resolution	The permanent correction of the error, defect, or condition giving rise to any Incident, including without limitation, an IBC outage.
Root Cause Analysis	The process of identifying the core events that resulted in failure to meet the performance requirements set forth in this SLA.
Scheduled Down Time	The number of minutes the IBC is not Operational during a calendar month due to Scheduled Maintenance during the Scheduled Maintenance Window. Scheduled Down Time does not include any time in excess of the number of minutes agreed upon between Licensee and Carrier as outlined below. Scheduled Down Time shall not be counted as Down Time used to calculate Availability.
Scheduled Maintenance	Any maintenance of the IBC or Premises that is scheduled in advance pursuant to below.
Scheduled Maintenance Window	See below. Any time outside of the Scheduled Maintenance Window during which the IBC is not Operational will be counted as Down Time used to calculate Availability. Any time during the Scheduled Maintenance Window that the IBC is not Operational in excess of the number of minutes agreed upon with the Carrier pursuant to below shall be counted as Down Time used to calculate Availability.
Service Impact Report (“SIR”)	The severity level assigned to an Incident based on the Incident classifications defined below. SIR reflects the degree of customer impact resulting from an incident, with SIR 1 having the greatest impact and SIR 3 having the least.
Technical Bridge	A teleconference that brings together appropriate technical people and their immediate supervisors and managers to focus on isolating and resolving an Incident as further described below.
Executive Bridge	A teleconference used by higher-level managers or executives who need to understand what has occurred, the progress made toward Incident Resolution, and whether additional resources are needed to resolve an Incident as further described below.
Total Time	The total number of minutes in a given calendar month.
Trouble Ticket	A numbered record that documents a significant IBC-related event or Incident. This tracking document is to be generated for each Incident and each Scheduled Maintenance.

Term	Definition
MTT-R	The mean (average) time during a calendar month that it takes to repair/resolve all network related issues and Incidents that Licensee is responsible for repairing/resolving. For each Incident (or issue as applicable), the MTTR metric starts from the time that a technician arrives on-site and isolates the problem, and ends upon resolution of that problem. This metric excludes telecom outages, utility power outages, Force Majeure Events, and other events outside Licensee's reasonable control for which dispatching a technician would not resolve the issue.
Monthly Availability Performance Requirement	Availability is required to be at least 99.999% each month.

For the avoidance of doubt, Carrier is not a party to the Agreement or this SLA, and nothing contained herein is intended to create, nor shall be construed as creating, any contractual rights, remedies, claims, obligations, duties, standards, or liabilities in favor of or against any Carrier. Any rights, obligations, responsibilities, operational procedures, service levels, notice requirements, maintenance coordination obligations, escalation rights, review rights, approval rights, or performance commitments applicable to any Carrier shall be governed solely by separate agreements between Licensee and the applicable Carrier. References to "Carrier" in this SLA are included solely to describe anticipated operational coordination and workflow interactions relating to the IBC. County shall have no responsibility or liability for enforcing any obligations of any Carrier or for the acts or omissions of any Carrier.

2. PERFORMANCE REQUIREMENTS

2.1. Monthly Availability Performance Requirement

For each calendar month during the Term of the Agreement, Licensee shall ensure that network availability is at least the Monthly Availability Performance Requirement by properly monitoring and maintaining the IBC. Licensee shall operate and maintain an environment that will permit all Carriers to transmit RF signal(s) and to provide service to their customers using the IBC.

2.2. Service Level Reporting

Licensee agrees that in all cases of disputes that arise relating to or during maintenance activities, safety shall remain a first priority, and service restoration shall be the next priority following safety. Upon request, Licensee shall produce a quarterly service level report that contains the following information concerning the applicable quarter:

- (i) Availability;
- (ii) Minutes of Scheduled Maintenance and any resulting Down Time;
- (iii) Minutes of Emergency Maintenance and any resulting Down Time;
- (iv) Total Down Time; and
- (v) List of Incidents with dates, start times, stop times, network elements impacted, and root causes

2.3. System Technical Performance Requirements

Licensee shall at all times be responsible for the maintenance and upkeep of the IBC. Licensee shall maintain and upkeep the IBC in a commercially reasonable manner. Licensee shall be responsible for maintenance of the Premises and Improvements in accordance with the terms of the Agreement and in such a manner that does not result in Incidents. Following the occurrence of each Incident, Licensee shall promptly provide written notice to County with available details regarding the Incident.

2.4. Performance Standards

Licensee commits to meeting the following performance standard objectives for the IBC during the entire Term of the Agreement:

Monthly Measure over a Twelve (12) Month Operation:

1. Availability – at least 99.999%
2. Initial Response to Incident - per table
3. Mean Time to Incident Resolution – per table

3. IBC REVIEW MEETINGS

Upon request, County, Carrier, and Licensee may conduct meetings to review the performance of the IBC. Licensee will cooperate to schedule these meetings at mutually agreeable times and locations. Such meetings may be held in person, by teleconference, or by video conference, as deemed appropriate by County, Carrier, and Licensee. Licensee will be responsible for providing appropriate performance reports and information concerning IBC growth and modifications for discussion during each scheduled meeting.

3.1. Incident Management Process

Licensee collaboration and communication are keys to mutual success under this SLA. All entities responsible for IBC Availability shall follow the process for Incident communication and management set forth below. Notwithstanding anything to the contrary in this SLA, County participation in Incident management activities, Technical Bridges, Executive Bridges, maintenance coordination, review meetings, or other operational communications shall be at County's sole discretion and subject to operational availability.

3.2. ALARM Monitoring Services Centre (NOC)

Licensee will monitor all functional components and all network points related to the IBC 24 hours per day, 365 days per year (366 days in any leap year).

Licensee will be responding to those alarms / incidents generated by the installed IBC solution and take remedial action per Incident Classification as described in this SLA.

For the avoidance of doubt, no distinction is made between software or hardware. Incidents will all be treated in the same manner.

3.3. Trouble Tickets and Updates

Licensee will coordinate Incident isolation, testing, and repair work for all IBC errors, defects, or IBC problems, and all third-party system errors, defects, or problems that are within Licensee's reasonable control. For each Incident, Licensee shall open a Trouble Ticket with information to assist in Incident tracking and Resolution, and Licensee shall assign an SIR to the Incident. Licensee shall track all Incidents via a common Incident or Trouble Ticket number. In addition, Licensee shall proactively inform each Carrier when an issue or condition arises that may cause potential system anomalies and/or additional Trouble Tickets.

3.4. Licensee Notification of Incidents

Licensee must promptly communicate the occurrence of each Incident to County and Carrier and advise of any related Trouble Ticket by email to the appropriate email address or telephone number. Such email notification from Licensee must include all of the information (to the extent that it is available), and be in the form set forth in **Example A** attached hereto. If any of the information required by Example A is not available at the time that such email notification is sent, Licensee shall provide such information promptly after it becomes available.

3.5. Carrier Notification to Licensee of Incidents

If Carrier identifies an Incident, Carrier will notify Licensee pursuant to a separate agreement between Licensee and Carrier. Licensee shall track Incidents via a common Incident or Trouble Ticket number. Licensee shall provide a first response, first update, and subsequent updates for each Incident according to the time periods described in the table below. Licensee shall provide Carrier an Initial Response, Updates, and Resolution for such Incidents according to the time periods described in the table below.

3.6. County Notifications to Licensee of Incidents

County may communicate Incidents to Licensee by email or telephone at any time. Licensee will generate a single response by email to County for each Trouble Ticket regardless of County’s Incident notification method. Licensee shall notify County of such Incidents in accordance with this SLA.

3.7. Incident Classifications

In the event of an Incident, Licensee shall assign an initial SIR to the Incident. Licensee assigns each SIR based on the table below:

Service Impact Report	Description	Initial Response Due	Updates Due	Resolution Due
SIR 1	This Incident level is attained when any of the following conditions are met: <ul style="list-style-type: none"> • A complete IBC outage • Multiple main hub failures • Power Failures • Interface RF failure • Inter-building fiber failure 	30 minutes after Licensee identifies or is notified of Incident	Hourly after delivery of Initial Response or as requested	8 Hours after Licensee identifies or is notified of Incident
SIR 2	This Incident level is attained when any of the following conditions are met: <ul style="list-style-type: none"> • Service is seriously degraded but Carrier can continue its operations via workaround or incremental resource for short period of time • Single main hub failure • Multiple expansion hub failures • Greater than 50% IBC failure rate 	30 minutes after Licensee identifies or is notified of Incident	Every 2 hours after delivery of Initial Response or as requested	1 day after Licensee identifies or is notified of Incident
SIR 3	This Incident level is attained when any of the following conditions are met: <ul style="list-style-type: none"> • Service is lost by small number of users affecting significant business functionality. • A minor degradation of IBC service delivery 	60 minutes after Licensee identifies or is notified of Incident	Every 4 hours after delivery of Initial Response or as requested	2 days after Licensee identifies or is notified of Incident

Service Impact Report	Description	Initial Response Due	Updates Due	Resolution Due
	<ul style="list-style-type: none"> • Workaround exists or can be developed with a small amount of incremental resources • Trouble Ticket – operational investigations of troubles not impacting service 			

3.8. Technical Bridge and Executive Bridge

Licensee may establish a Technical Bridge and/or Executive Bridge for any Incident. Upon reasonable request, Licensee must establish a Technical Bridge and/or Executive Bridge for any Incident. County may participate in any such Technical Bridge or Executive Bridge at its sole discretion and subject to operational availability. Any Carrier participation in a Technical Bridge or Executive Bridge shall be governed by the applicable agreement between Licensee and such Carrier. The Technical Bridge is used for Licensee NOC-to-Carrier NOC communication, troubleshooting, triage, and escalation. Upon request by a Carrier pursuant to its separate agreement with Licensee, and at such other times as deemed necessary by Licensee, Licensee shall establish a separate Executive Bridge to bring management executives from Licensee, Carrier, and County together to discuss any Incident and the appropriate plan of action.

3.9. Root Cause Analysis

Licensee will provide a preliminary written assessment of the root cause of each SIR1 and SIR2 Incident and subsequently perform a Root Cause Analysis (“**RCA**”) of each such Incident. Upon request, Licensee shall perform an RCA for chronic issues of lesser severity. Said preliminary written assessment shall include the information (to the extent that it is available) and be in the form attached hereto as **Example B**. Licensee shall deliver a copy of each preliminary assessment within one (1) business day of the applicable Incident closure. Each RCA performed under this section shall be completed and provided by Licensee within ten (10) business days of Incident closure, or if such RCA is performed at the request of Carrier, within ten (10) business days of the date that the request is given to Licensee.

3.10 Change Management – Maintenance

3.10.1 Scheduled Maintenance/Scheduled Downtime

Any Carrier coordination, notice, review, objection, participation, or approval rights described in this Section 3.10.1 shall apply only to the extent provided in a separate agreement between Licensee and the applicable Carrier. Licensee shall notify by email (to the appropriate email address for Carrier set forth below) no less than five (5) business days before each standard Scheduled Maintenance event. Licensee shall notify by email (to the appropriate email address set forth below) of any and all Scheduled Maintenance that involves major maintenance activities by Licensee or County (e.g. equipment moves, connectivity changes) that require any change on the IBC network or require Licensee or County support (“**Major Activities**”). Licensee shall provide such notice of Scheduled Maintenance involving Major Activities at least eight (8) weeks prior to the start of the work. Licensee shall submit all notifications required under this section in the form attached hereto as **Example C**, and all such notices shall include the amount of time (in minutes) that the IBC is reasonably expected to not be Operational due to the applicable Scheduled Maintenance activity. Upon receipt of Licensee’s notification of any Scheduled Maintenance, Carrier and/or County shall have the right to object to such Scheduled Maintenance activity. If objection is raised to said Scheduled Maintenance activity, the parties shall work together in good faith to determine an alternative mutually agreeable time during which Licensee will perform such Scheduled Maintenance, a mutually agreeable amount of time (in minutes) within which such Scheduled Maintenance must be complete, and address and resolve any other objection concerning such Scheduled Maintenance. Carrier and/or County shall be deemed to have no objections to Licensee’s standard Scheduled Maintenance unless Licensee is notified of objections at least 24 hours before the standard Scheduled Maintenance is scheduled to be performed. Carrier and/or County shall be deemed to have no objections to Licensee’s

Scheduled Maintenance involving Major Activities unless Carrier and/or County notifies Licensee of objections at least 72 hours before the Scheduled Maintenance involving Major Activities is scheduled to be performed. Licensee shall notify Carrier and/or County via email immediately prior to and after any Scheduled Maintenance is performed, and if any Scheduled Maintenance is postponed or cancelled. Carrier and/or County will be available to join Technical Bridges during Scheduled Maintenance as reasonably requested by Licensee, provided reasonable advance notice is given to Carrier and/or County.

Scheduled Down Time will only occur during the Scheduled Maintenance Window and does not include any time in excess of the number of minutes agreed upon between Licensee and Carrier and/or County for completion of the applicable Scheduled Maintenance work.

3.10.2 Scheduled Maintenance Window

Licensee shall perform Scheduled Maintenance only from Monday to Sunday between the hours of 12:00 AM and 5:00 AM Network Time (the “*Scheduled Maintenance Window*”).

3.10.3 Emergency Maintenance

Should Licensee need to perform Emergency Maintenance, Licensee shall notify Carrier and/or County immediately and in no event later than 24 hours after such emergency occurs and follow up by providing Carrier and/or County with a completed form of the attached **Example C** by email. Any time that the IBC is not Operational as a result of Emergency Maintenance shall be included as Down Time in the Availability calculation and reports except to the extent that it is performed during the Scheduled Maintenance Window.

3.10.4 Holiday Network Freeze and Other Freeze Periods

Except for critical activities, Licensee shall not conduct any maintenance activities that could impact the IBC or Carrier’s use of the IBC during any Carrier holiday network freeze period to the extent such freeze period has been communicated to Licensee pursuant to a separate agreement between Licensee and the applicable Carrier, or during any holiday or maintenance freeze period designated by County upon reasonable prior notice to Licensee. Carrier holiday network freeze periods may be modified from time to time upon notice to Licensee in accordance with such separate agreement.

Additionally, except for critical activities, Licensee shall not conduct any maintenance activities that could impact the IBC or a Carrier’s use of the IBC during other Carrier maintenance freeze periods or Carrier branded campaign maintenance freeze periods that have been communicated to Licensee pursuant to a separate agreement between Licensee and the applicable Carrier, or during other maintenance freeze periods designated by County upon reasonable prior notice to Licensee.

3.11 Contact Information and Hours of Operation

The following contact information may be updated and republished anytime by either party upon at least ten (10) days prior written notice to the other in accordance with the notice provisions of the Agreement. Changes will not be maintained within this SLA document.

Broward County	Hours of Operation	Role	Phone/Email
Stacie Warren	8 am to 5 pm EST	Real Property Administrator	(954) 468-3706 swarren@broward.org
Property Management	N/A	N/A	(954) 468-3518; PortPropertyManagement@broward.org

Tillman Digital Cities	Hours of Operation	Role	Phone/Email
Farouk Zeineddine	8 am to 5 pm PST	Vice President, Technical Operations	fzeineddine@tillmandc.com (818) 398-7786

Carrier Contacts	Hours of Operation	Role	Phone/Email
To Be Provided			

3.12 Escalation Procedures

Escalation procedures are to be used when the normal Incident Management Process has deteriorated beyond the requirements set forth in the table herein (i.e. Updates not timely provided, or same Update repeatedly provided), and/or based on the factors set forth below).

The escalation process may be invoked by request to the other party at any time by County or Licensee and, to the extent provided in a separate agreement between Licensee and the applicable Carrier, by Carrier. If Licensee has an assigned Service Executive Team, Carrier and/or County may direct any such request to the Service Executive Team. The requesting party may make a decision to escalate an Incident on a case-by-case basis dependent on the following:

- A. Time of day
- B. Nature of problem
- C. Repeat failure/chronic
- D. Acknowledgment of the Incident by Licensee has not occurred in a timely manner
- E. Unsatisfactory prospects for resolution

Escalation Contacts:

Licensee Escalation Contact	Escalation Level	Role	Phone/Email
Hope Kirkendall	Executive	EVP – Client Solutions	hkirkendall@tillmandc.com (508) 314-3542
SherAfgan Mehboob	Executive	President & CFO	sm@tillmandc.com (703) 969-8610
Barry Goldstein	Executive	CEO	bgoldstein@tillmandc.com (201) 365-8402

3.13 Licensee’s Obligations for Performance Failure - Performance Improvement Plan

Licensee shall achieve Availability as defined in this SLA during the full Term of the Agreement, which Availability will be measured monthly and averaged annually and reviewed during Quarterly Business Reviews (“QBR”). If any of the three (3) Performance Standards objectives that are set forth in this SLA do not meet the applicable standard set forth in this SLA, then Licensee shall generate a written corrective action plan for the measured period to clear the issues and bring performance to the required level by the next rating period. Licensee shall promptly (no later than seven (7) days after notice is given to Licensee of the applicable failure) provide a copy of any such corrective action plan to the affected Carrier. The corrective action plan must be mutually agreed upon between Licensee and Carrier, and must address Licensee’s unacceptable performance with a root cause analysis of the problem, include a proposed reasonable and feasible solution, specify any process modification necessary to prevent reoccurrence, and set forth the time frame for implementing any changes and the person(s) responsible for Licensee’s implementation

of the corrective action plan. Each Performance Improvement Plan will be presented at the QBR or via e-mail prior to the QBR.

3.14 Spare Management Services

Licensee will procure, store, and keep up to date a pool of spares to be able to fulfil its contractual responsibilities to meet the restoration times set forth in this SLA.

Communication Templates

The following examples are provided as templates to use for (i) Licensee Notification to Carrier of Incidents (“**Example A**”), (ii) Form of Licensee’s Root Cause Analysis (“**Example B**”), and (iii) Maintenance Request Form (“**Example C**”).

EXAMPLE A

FORM OF LICENSEE’S NOTIFICATION TO CARRIER OF INCIDENTS

When communicating with Carrier, Licensee shall include in the Subject field of the email, one or more of the following (as applicable):

1. **Outage** <Initial/Update/Final> and <Vendor name> and <name of service>
2. **Emergency Maintenance** <Vendor name> and <name of service and node>
3. **Planned Maintenance** <Vendor name> and <name of service and node>

Licensee shall include the following information in the body of the email to the extent that such information is available:

1. **Title of Incident**
2. **Brief Description of Incident**
 - a. Should include scope (including but not limited to the extent to which Carrier’s service may be impacted)
3. **Start Date and Time**
4. **Resolution Date and Time**
5. **Duration of Outage**
 - a. Provided at time of restoration
6. **Carrier Service Impact**
 - a. Impact to Carrier’s end customer
7. **Ticket Number**
8. **SIR**
 - a. Based on the SLA
9. **Technical Action Take to Correct Incident**
 - a. Steps taken to restore IBC operations and performance
10. **Initial Root Cause**
 - a. Suspect root cause (brief)
 - b. Formal RCA for SIR 1 or chronic issues of lower severity

EXAMPLE B
Licensee's Root Cause Analysis (RCA) Form

Example B: Root Cause Analysis (RCA) Worksheet (send to: Carrier)

1. Executive Summary

- a. Short description
- b. Root Cause statement
- c. Corrective Action

2. Detailed Summary

- a. Outage duration
- b. Date
- c. Start
- d. Events / Timeline
- e. Stop
- f. IBC Service Affected
- g. Impact Assessment
- h. IBC Service Impact (customers affected / percentage affected)
- i. Customer Impact (customers affected / percentage affected)
- j. Root Cause
- k. Extenders
- l. Process breakdown
- m. Proactive / reactive problem recognition and analysis
- n. Improvement Action
- o. Resolution
- p. Short term actions and timelines
- q. Long term actions and timelines
- r. Lessons learned

EXAMPLE C**Maintenance Request Form**

- 1. Title of Maintenance**
- 2. Brief Description of Maintenance**
 - a. Scope and full description
 - b. Connectivity service
 - c. IBC network element that will be affected
- 3. Maintenance Start Date & Time**
- 4. Maintenance End Date & Time**
- 5. Carrier Service Impact**
 - a. Impact to Carrier and its customers
 - b. Explanation of IBC service unavailability
- 6. IBC Service Impact Assessment (within the scheduled window)**
 - a. Duration in minutes
 - b. Estimated start/end time of Carrier's service impact
- 7. Risk Assessment**
- 8. Rollback Plan (Description)**
- 9. Pre-Implementation Tests Plan (Description)**
- 10. Post-Implementation Service Validation Plan (Description)**
- 11. Point of Contact**
 - a. Name, telephone numbers
- 12. Maintenance Install Team**
- 13. Update Schedule**
 - a. Cancellation of Maintenance – as soon as possible
 - b. Start of Maintenance Window
 - c. Notify when Down Time begins
 - d. Notify when IBC is restored (Down Time ends)
 - e. Notify of Problem
 - f. Maintenance runs outside window

**EXHIBIT 3
INSURANCE REQUIREMENTS**

License Agreement: Tillman Digital Cities LLC
Agency: Port Everglades – Business Development Division

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>		If claims-made form:	\$1,000,000	\$1,000,000
			Extended Reporting Period of:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):		
			*Maximum Deductible:		

Description of Operations The certificates of insurance must be addressed to Broward County, Port Everglades Department. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Licensee is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
1850 Eller Drive
Fort Lauderdale, Florida 33316

Attention: **Stacie Warren**

Digitally signed by
Norma D
Norma D
Date: 2026.04.08
Risk Management Division 16:46:58 -04'00'