



**INFRASTRUCTURE PROVIDER SUBLICENSEE
WIRELESS INSTALLATION AGREEMENT**

BETWEEN

CITY PUBLIC SERVICE OF SAN ANTONIO AND

[_____]

**CPS ENERGY INFRASTRUCTURE PROVIDER SUBLICENSEE
WIRELESS INSTALLATION AGREEMENT NO. _____**

**INFRASTRUCTURE PROVIDER SUBLICENSEE
WIRELESS INSTALLATION AGREEMENT**

This “Infrastructure Provider Sublicensee Wireless Installation Agreement,” dated [DATE] (the “**Effective Date**”) is between the City of San Antonio, Texas, acting by and through City Public Service of San Antonio, a municipal board of the City of San Antonio (“**CPS Energy**”), and [WIRELESS CARRIER NAME] (the “**Infrastructure Provider Sublicensee**”), a [TYPE OF CORPORATE ENTITY] incorporated in the State of [NAME OF STATE] (the “**Sublicensee Agreement**”). Individually, CPS Energy and Infrastructure Provider Sublicensee shall be referred to herein as “**Party**” and collectively as “**Parties.**” This Sublicensee Agreement is derivative of and subordinate to that certain Wireless Addendum, dated [DATE], between **CPS Energy** and [NAME OF INFRASTRUCTURE PROVIDER] (“**Licensee**”), a [TYPE OF CORPORATE ENTITY] incorporated in the State of [NAME OF STATE] (the “**Wireless Addendum**”). Capitalized terms used but not defined herein have the meanings ascribed to them in CPS Energy’s Pole Attachment Standards (the “**Standards**”), the Wireless Addendum, or the Wireless Installation License Agreement attached as Exhibit A (the “**Wireless Agreement**”).

WHEREAS, the Wireless Addendum is a contractual addendum to the Standard Pole Attachment License Agreement entered into between CPS Energy and Licensee dated [DATE], (these documents shall be referenced together herein as the “**Pole Attachment Agreement**”); and

WHEREAS, Licensee and Infrastructure Provider Sublicensee have executed a private agreement, [NAME OF MASTER AGREEMENT], (the “**Master Agreement**”) under which Licensee, acting as Infrastructure Provider, is responsible for pole access administration for the installation and maintenance of Wireless Installations and related Wireless Equipment attached to or supported by CPS Energy Poles and Streetlight Poles throughout the CPS Energy service area on behalf of Infrastructure Provider Sublicensee; and

WHEREAS, Licensee is entitled to sublicense the operation of Wireless Installations on CPS Energy Poles and Streetlight Poles to Infrastructure Provider Sublicensee for the purpose of providing Wireless Services under the terms of the Wireless Addendum provided that Infrastructure Provider Sublicensee executes this Sublicensee Agreement; and

WHEREAS, the Parties are relying on the terms and conditions of this Sublicensee Agreement as material inducement for CPS Energy and Licensee to enter into the Wireless Addendum; and

WHEREAS, Infrastructure Provider Sublicensee will have no physical access to or presence on CPS Energy Poles or Streetlight Poles independent of the Wireless Addendum pursuant to this Sublicensee Agreement; and

WHEREAS, Infrastructure Provider Sublicensee represents and warrants that the Master Agreement is subject and subordinate to the terms and conditions of the Wireless Addendum.

NOW, THEREFORE, CPS Energy and Infrastructure Provider Sublicensee agree that in consideration for access to CPS Energy Poles and Streetlight Poles for the operation, transmission, reception, and monitoring of Infrastructure Provider Sublicensee's radio spectrum emissions radiating from technology embedded in Wireless Installations erected by Licensee on such poles, and pursuant to the terms of this Sublicensee Agreement, Infrastructure Provider Sublicensee shall comply with the terms and conditions of the Wireless Agreement and the Standards, as limited by the further agreement of the Parties as follows:

1. Grant of Sublicense to Operate Radio Emissions from Poles. Infrastructure Provider Sublicensee shall have access to CPS Energy Poles and Streetlight Poles for the purpose of operating its licensed or unlicensed radio spectrum emissions from Wireless Installations owned, installed, and maintained by Licensee, pursuant to the term of the Wireless Agreement attached as Exhibit A, as limited in application under this Sublicensee Agreement, and subject to Licensee's rights and obligations under the Wireless Addendum.
2. Condition Precedent. Infrastructure Provider Sublicensee understands that execution of the Wireless Addendum and Licensee's compliance with the Wireless Addendum's requirements to obtain appropriate insurance coverage and performance bond protection within thirty (30) days of the effective date of the Wireless Addendum is a condition precedent for the effectiveness of this Sublicensee Agreement following its execution. Likewise, Infrastructure Provider Sublicensee shall provide CPS Energy with an appropriate insurance certificate within thirty (30) days of the Effective Date of this Sublicensee Agreement as specified in the Wireless Agreement.
3. Contingent and Derivative Rights. The rights of access to CPS Energy Poles and Streetlight Poles granted under this Sublicensee Agreement to Infrastructure Provider Sublicensee are contingent on and derivative of the rights of Licensee to install Wireless Installations pursuant to the terms of the Wireless Addendum. Infrastructure Provider Sublicensee understands that it has no contractual rights of pole access beyond those rights granted to Licensee under the Wireless Addendum. In no event shall anything herein be construed as granting Infrastructure Provider Sublicensee any rights under the Wireless Addendum. Should any of Licensee's contractual rights terminate, lapse, expire, or be suspended for any reason under the Pole Attachment Agreement, Infrastructure Provider Sublicensee's rights shall likewise terminate, lapse, expire, or be suspended immediately under this Sublicensee Agreement.

4. Incorporation of Wireless Agreement. The terms and conditions of the Wireless Agreement, attached hereto as Exhibit A, are incorporated by reference, including without limitation the obligations imposed pursuant to the Standards as they may be amended from time to time, and shall be enforceable against Infrastructure Provider Sublicensee except as otherwise provided herein.

5. Specific Sublicensee Obligations. The Parties understand that Infrastructure Provider Sublicensee is relying on Licensee to manage the pole access administration of Wireless Installations to be installed on its behalf. Accordingly, CPS Energy will look to Licensee for compliance with permitting requirements and payment of rent and other charges related to such Wireless Installations. Infrastructure Provider Sublicensee, however, shall comply at all times with the requirements of the Wireless Agreement and the Standards related to the regulation, operation, and monitoring of its radio spectrum emissions transmitted from or received by Wireless Installations, including, but not limited to, (1) registration and notice requirements; (2) radio emissions testing associated with the pre-certification of Wireless Equipment; (3) compliance with radio emissions signage or other safety regulations; (4) prevention of Wireless Interference; (5) shutting down the radiation of radio spectrum emissions upon notice by CPS Energy of an event of Wireless Interference, and elimination of the source of interference; (6) indemnification requirements; (7) maintenance of proper insurance coverage; (8) dispute resolution; (9) other provisions not in conflict with this Sublicensee Agreement; and (10) all requirements associated with the provision of Wireless Services.

6. Warranted Obligations. Infrastructure Provider Sublicensee warrants that it has read the Wireless Installation License Agreement, attached as Exhibit A, and the Standards, and agrees to comply with all the obligations, responsibilities, duties, and notices provided in those documents, except as otherwise provided herein. Infrastructure Provider Sublicensee further warrants and agrees that its sole access to CPS Energy Poles and Streetlight Poles shall be through the Wireless Installations erected by Licensee and that Infrastructure Provider Sublicensee will have no access to CPS Energy Poles or Streetlight Poles pursuant to this Sublicensee Agreement to erect its own Wireless Installations. Infrastructure Provider Sublicensee further warrants and agrees that, pursuant to the Master Agreement, Licensee shall be responsible for compliance with all the legal requirements associated with the installation, maintenance, replacement, transfer, relocation, and removal of Licensee's Wireless Installations, including all applicable Wireless Equipment.

7. Duty to Comply with Standards and Contractual Terms. Infrastructure Provider Sublicensee shall ensure that its radio spectrum emissions from Wireless Installations, together with the Wireless Equipment that supports and makes up such Wireless Installations, are in compliance with the Standards at all times. In addition to the conditions outlined in Section 3, Infrastructure Provider Sublicensee's contractual rights may also terminate, lapse, expire, or be suspended for Infrastructure Provider Sublicensee's failure to comply with the terms and conditions of the Standards or this Sublicensee Agreement.

8. Applicable Contractual Exceptions. Infrastructure Provider Sublicensee warrants and agrees that the terms of the Master Agreement, with regard to all Wireless Installations erected by Licensee on behalf of Infrastructure Provider Sublicensee, require Licensee to meet all its contractual obligations, including but not limited to, the obligation to submit and provide to CPS Energy all applicable applications, make-ready engineering documents, forms, information, notices, fees, charges, penalties, safety training, insurance coverage, performance bond protection, indemnification, and other contractual requirements; together with the proper installation, maintenance, replacement, transfer, relocation, and removal of Wireless Installations. Notwithstanding anything to the contrary herein, in the event, however, that Licensee fails to meet any such contractual obligations, in compliance with the terms and conditions of the Standards and Wireless Addendum, and Licensee is not in breach of contract, CPS Energy may require Infrastructure Provider Sublicensee pursuant to this Sublicensee Agreement to meet any unfulfilled obligations of Licensee related to Wireless Installations erected on behalf of Infrastructure Provider Sublicensee.

9. Term. The term of this Sublicensee Agreement shall be coextensive with the Wireless Addendum.

10. Standards Incorporated by Reference as Amended. The Standards, as amended from time to time, shall be incorporated by reference to this Sublicensee Agreement. Infrastructure Provider Sublicensee hereby agrees to accept any and all future amendments to the Standards to the same extent that Licensee accepts such future amendments under the Pole Attachment Agreement; and further, Infrastructure Provider Sublicensee agrees that Licensee's act of acceptance of Standards amendments is binding upon Infrastructure Provider Sublicensee.

11. Notice. Wherever this Sublicensee Agreement requires notice to be given by either Party to the other, such notice shall be in writing and shall be effective when personally delivered to or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

If to CPS Energy, at:

Attention: Asset Management
145 Navarro
P.O. Box 1771
San Antonio, TX 78296

with a copy to:
CPS Energy
General Counsel
at the same address

If to Infrastructure Provider Sublicensee, at:

Attention: [Infrastructure Provider Sublicensee Representative]
[Infrastructure Provider Sublicensee Name]
[Street Address]
[City, State, Zip Code]

with a copy to:
[Infrastructure Provider Sublicensee's
Legal Department]
at the same address

or to such other address as either Party, from time to time, may give the other Party in writing.

12. Network Operations Center and Emergency Contact. Infrastructure Provider Sublicensee shall provide the following contact information to CPS Energy, and maintain such information current at all times, for its Network Operations Center that monitors proprietary radio spectrum emissions from Wireless Installations erected by Licensee on behalf of Infrastructure Provider Sublicensee:

Network Operations Center for [Name of Infrastructure Provider Sublicensee]

- Operation Hours:
- Telephone Number:
- Email Address:
- NOC Operator:
- Facility Address:

Infrastructure Provider Sublicensee shall maintain a staffed 24-hour emergency telephone line, not available to the general public, where CPS Energy can report events of Wireless Interference or other situations requiring immediate communications between the Parties.

13. Introduction and Recitals Incorporated. The introduction and recital paragraphs are an integral part of the understanding between the Parties and are incorporated and treated as substantive provisions of this Sublicensee Agreement.

14. Amendments to Sublicensee Agreement. Notwithstanding other provisions herein, the terms and conditions of this Sublicensee Agreement shall not be amended, changed, or altered except in writing signed by authorized representatives of both Parties.

15. Severability. The invalidity of one or more clauses, sentences, or sections of this Sublicensee Agreement shall not affect the validity of the remaining portions of the Sublicensee Agreement, provided that the material purposes of the Sublicensee Agreement can be determined and affected.

16. Governing Law. The validity, performance, and all matters related to the effect of this Sublicensee Agreement and any amendments hereto shall be governed by the laws (without reference to choice of law) of the State of Texas.

17. Counterparts. This Sublicensee Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Sublicensee Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, by the respective signatures of their qualified representatives below, the Parties execute and enter into this Sublicensee Agreement as of the Effective Date.

CITY PUBLIC SERVICE OF SAN
ANTONIO

By: _____

Name:

Title:

[INFRASTRUCTURE PROVIDER
SUBLICENSEE]

By: _____

Name:

Title: