



Tower Monitoring Agreement

International Tower Lighting, LLC
1001 Centre Pointe Drive, Suite A
La Vergne, TN 37086
Phone: +1 (615) 256-6030

This Tower Monitoring Agreement (the “Agreement”) is made as of _____ (the “Effective Date”), between International Tower Lighting, LLC (“ITL”), a Tennessee limited liability company, and

Recitals

WHEREAS, under the terms of a separate agreement, Customer has purchased or will purchase from ITL tower monitoring equipment (the "Equipment"), as described in said separate agreement; and

WHEREAS, Customer desires that ITL provide, and ITL desires to provide, monitoring and reporting services (the "Services") with regard to the operation of said Equipment to receive and transmit monitoring information, as set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

Section 1. General

1.01 Identification of Tower Premises. Customer’s communication towers, as identified by their Antenna Structure Registration Numbers, on which (i) Equipment is installed and operating and (ii) for which ITL shall provide Services, (“The Tower Premises”), subject to this Agreement, are set forth on Schedule I hereto. Upon the mutual written agreement of the parties, which may include written communication via email, Schedule I may be modified from time to time during the Term of this Agreement to reflect changes in the Tower Premises for which the Services are to be provided as well as changes to the Monthly Service Fees, as hereinafter defined.

1.02 Disturbing Conditions. If any of the Equipment is affected by disturbing conditions, including but not limited to, radio, electric or electronic devices or signals, weather disturbance, wind, lightning, intermittent power, heaters, air conditioners or animals, Customer shall make commercially reasonable efforts to correct all such things which may interfere with the effectiveness of the Equipment provided that Customer is notified of such disturbing conditions, subject to the provisions of paragraph 4.01 below.

1.03 Ownership of Hardware Equipment. The hardware Equipment is the property of Customer.

1.04 Software License. All software provided by ITL with respect to the Equipment, and all proprietary rights therein, are the property of ITL, and this Agreement constitutes a limited license for Customer to utilize such software in connection with the use of the Equipment.

Section 2. Services

2.01 Monitoring. ITL shall perform monitoring and reporting services hereunder in accordance with Federal Communications Commission regulations 47 CFR §17.47(a)1. Upon receipt of an alarm signal from the Equipment at Customer’s Premises, ITL shall make commercially reasonable efforts to: (a) notify Customer, or Customer’s designated representative, by the means given by Customer for such notices pursuant to paragraph 4.01 below, and (b) if required due to the nature of the alarm, notify the appropriate Federal Aviation Administration (FAA) Flight Service Station or office of the Federal Aviation Administration in accordance with Federal Communications Commission regulation 47 CFR §17.48. ITL shall maintain a site log of each reportable event with respect to Customer’s Premises/tower site in accordance with Federal Communications Commission regulation 47 CFR

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§17.49. Customer hereby agrees that it will provide ITL all necessary information concerning the Tower Premises and Tower Lighting Systems to permit ITL to make any required notification to the FAA. Customer acknowledges that ITL does not guarantee that Customer's Tower Lighting Systems and associated devices comply with the requirements of the FAA, FCC, or any other regulatory requirements, and that compliance with such requirements is solely Customer's responsibility. Customer further acknowledges that ITL shall not be responsible for the failure of any Tower Lighting Systems or associated devices to generate an alarm signal, and that the prevention of such alarm signal failure is solely Customer's responsibility.

2.02 Operations. Customer shall provide ITL with all technical information required by ITL, in ITL's sole discretion, for the operation of the Equipment and the performance of the Services. ITL reserves the right to (i) refuse or discontinue to monitor any Tower Lighting Systems which does not meet ITL's requirements, and (ii) require Customer to replace, upgrade or modify any Tower Lighting System to ensure that such Tower Lighting System is compatible with the Equipment. ITL shall immediately notify Customer in writing of any such refusal to monitor a Tower Lighting System and shall provide an explanation as to the nature of the deficiency of the Tower Lighting System being excluded from the Services. Customer shall be responsible for all costs associated with such replacement, upgrade or modification. Pursuant to the terms of Exhibit A, ITL will provide telephonic technical support for the servicing of the Equipment purchased by Customer. Support for service outside the normal business hours as defined in Exhibit A will only be provided to the Customer with prior agreement. In accordance with, and subject to, the service standards set forth in Exhibit A, ITL will provide the customer with telephone support for periodically testing the Equipment by checking signals as required by the FCC and FAA. Should testing identify an apparent failure of the Equipment or a Tower Lighting System, ITL will, if required by applicable Governmental Law (as defined in Section 3.05 below), file the appropriate notification with the FAA, and Customer will follow the service procedures set forth in Exhibit A. Customer shall notify ITL at least 48 hours prior to a Tower Lighting System repair, quarterly inspection, disconnection of the Equipment or a Tower Lighting System, or any other activity on a Tower Premises which will affect the Equipment and/or Tower Lighting System, and any such activity shall be subject to the terms of this Section 2.02

2.03 Maintenance. ITL shall in no way be obligated to maintain, repair, service, or to assure the operation of the Equipment, Customer's Tower Lighting Systems, or any other property or device(s) of Customer or any third party to which the Equipment may be attached or connected. Customer hereby acknowledges that Customer shall be solely responsible for maintaining and ensuring that the Equipment, the Tower Lighting Systems, and Customer's lighting controller and ancillary devices are in proper working order for ITL to properly receive and transmit monitoring information. ITL shall promptly notify Customer of any interruption in service or any indication of problems with Customer's Equipment, to the extent that such interruption and/or problem is detectable by ITL's Services, pursuant to paragraph 4.01 below

2.04 Telecommunications.

(a) Prior to commencement of the Services hereunder, Customer shall have a contractor on site who will contact ITL by telephone to verify that the Equipment is working properly and that no alarms are present. With regard to the quarterly site inspections performed by Customer as required by the FCC, ITL will support such inspections by taking calls from Customer's on site contractor to verify the Equipment's operations. When a light or Equipment outage or other reportable event occurs, Customer will dispatch a contractor to make the necessary repairs. ITL will support this activity by telephone after the repair has been made but while the contractor is still on site to verify that the Equipment is functioning and not indicating an alarm condition. ITL will then notify the FAA that the light outage has been repaired.

(b) In the event the Equipment requires a telephone dialer to access a local telephone line for the purposes of transmitting signals from the Premises to ITL's central station, Customer acknowledges and understands that (a) such signals are transmitted to ITL's central station via telephone service to be provided by Customer at Customer's expense, and (b) that if Customer's telephone is out of order, disconnected, or otherwise interrupted, the cause of the interruption will not be known to ITL, and signals from the Equipment will not be received in ITL's central station facilities during any such interruption in telephone service. ITL will provide access numbers for the

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telephone dialer to access ITL's central station facilities. Customer further acknowledges and understands that signals are transmitted over telephone company lines or by cellular wireless service(s) that are under the control of the applicable telephone company or wireless carrier and which are wholly beyond the control and jurisdiction of ITL. ITL shall promptly notify Customer of any interruption in telephone service or any indication of problems in the transmission of signals, to the extent that such interruption and/or problem is detectable by ITL's Services, pursuant to paragraph 4.01 below.

Section 3. Term and Payments

3.01 Term of Agreement. This Agreement shall be month to month with respect to each item of Equipment for which ITL provides Services, which term shall commence on the date upon which ITL activates the Services for such Equipment. This Agreement may be terminated by either party upon not less than one calendar month's notice as provided herein. This Agreement may also be terminated in whole or in part by either party (but only if such party is not itself in default or breach of any material obligation hereunder) upon default or breach of any of the terms and conditions of this Agreement by the other party that is not remedied (a) within thirty (30) days after the non-breaching party's written notice of a non-monetary default or breach, and (b) fifteen (15) days after the non-breaching party's written notice of a monetary default or breach. Customer's obligation to timely pay all amounts due to ITL hereunder shall survive the expiration or termination of this Agreement.

3.02 Payments. In consideration for ITL's provision of the Services, Customer shall pay to ITL the sums set forth in Schedule 1 to this Agreement, as such may be modified from time to time during the term hereof (the "Monthly Service Fees"). Customer's obligation to pay the Monthly Services Fees for any given Tower Premises shall commence on the earlier of (i) the activation of the Services at such Tower Premises, or (ii) ITL filing a NOTAM with the FAA for such Tower Premises at the request of customer. Recurring payments for Services are billed in advance of the period to which such Services pertain. The Monthly Service Fees set forth in this paragraph are contingent upon ITL's provision of Services to not less than 1 Premise/tower of Customer (the "Minimum Service Threshold"). In the event that at any time during the Term of this Agreement the Minimum Service Threshold is not met, then ITL reserves the right to modify the Monthly Service Fees due and payable by Customer hereunder upon ten (10) days prior notice to Customer. In addition to ITL's rights set forth in the preceding sentence, ITL may modify Monthly Service Fees upon thirty (30) days prior written notice to Customer, but in no event shall the Monthly Service Fees be increased prior to the first anniversary of the Effective Date, provided that Customer maintains the Minimum Service Threshold.

3.03 Late Payments and Returned Checks: If Customer's account is more than 30 days past due, and ITL has provided written notice thereof, ITL has the right to (i) temporarily or permanently suspend or terminate the provision of Services to the Customer, (ii) terminate this Agreement, and/or (iii) to also suspend shipping any new Equipment(s) or commencing the performance of Services for any new Equipment. Customer shall pay a late payment charge of 1.5 percent of the amount due, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payments to ITL are in arrears. ITL reserves the right to impose a returned check charge, which charge is subject to change without notice, in the event that any check received in payment of a Customer's account is returned to ITL unpaid by the Customer's bank (the "Returned Check Charge"). Any applicable Returned Check Charge will be added to the Customer's account balance. As of the Effective Date of this Agreement, the Returned Check Charge is \$35.00.

3.04 Permits and Licenses: Customer shall have sole responsibility to obtain, pay for, and maintain any license or user permit or service fees or fines which may or hereafter be required by any governmental agency or authority.

3.05 Compliance with Law. Customer shall at its sole expense observe and comply with all applicable statutes, laws, ordinances, rules, regulations and orders affecting its operations, including, without limitation, all such statutes, rules, regulations and orders administered or promulgated by the Federal Communications Commission, the Federal Aviation Administration or any other agency with jurisdiction (collectively, "Governmental Laws").

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Section 4. Notices

4.01 Designated Representatives. Customer shall furnish to ITL a list of designated representatives, including the names, titles, business addresses, business residential and wireless phone numbers and email addresses of such persons, to receive from ITL, or its agents or contractors, the alarm notifications and monitoring reports provided for by Section 2 of this Agreement. Customer hereby acknowledges it will provide ITL with all necessary information to reach its Designated Representatives and keep such information current. ITL will not be responsible if, after attempting all means of communication provided by the Customer, the Customer's Designated Representatives are not properly notified of an alarm.

4.02 Notices. Any notice or demand desired or required to be given by this Agreement shall be in writing and shall be personally delivered, sent by electronic mail, nationally-recognized overnight courier, or sent via United States mail, postage prepaid, certified or registered, return receipt requested, and addressed as set forth below or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to have been received on the date of delivery. Any notice sent by facsimile or electronic mail shall be deemed to have been received on the date of transmission, provided, however, that the sending party shall be required to produce a confirmation thereof. Any notice sent by overnight courier shall be deemed to be received one (1) business day after the date on which such was deposited with the overnight courier; and any notice sent via U.S. mail shall be deemed to have been received on the date which is three (3) business days following the date stamped on the receipt (rejection or refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to constitute receipt of the notice).

To ITL:

International Tower Lighting, LLC
1001 Centre Pointe Drive, Suite A
La Vergne, TN 37086
Facsimile: (615) 256-6032
E-mail: legal@itl-llc.com
Attention: General Counsel

To Customer:

Name: _____
Address: _____
City, ST, ZIP: _____
Telephone: _____
Facsimile: _____
E-mail: _____
Attention: _____

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Section 5. Limited Warranties; Indemnification

5.01 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN EXHIBIT A, ITL MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED. ITL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES HEREUNDER OTHER THAN AS EXPRESSLY STATED HEREIN. ITL SPECIFICALLY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT AND THE SERVICES. ITL DOES NOT REPRESENT OR WARRANT THAT (A) THE EQUIPMENT MAY NOT BE COMPROMISED OR CIRCUMVENTED; (B) THE EQUIPMENT WILL PREVENT ANY PERSONAL OR BODILY INJURY OR DAMAGE TO PROPERTY; OR (C) THE EQUIPMENT WILL IN ALL CASES PROVIDE FOR THE DETECTION AND/OR MONITORING RESPONSES FOR WHICH IT IS INSTALLED OR INTENDED. CUSTOMER AGREES THAT IT'S USE OF THE EQUIPMENT AND THE SERVICES IS AT CUSTOMER'S OWN RISK. ITL DOES NOT GUARANTEE OR WARRANT THAT THE EQUIPMENT OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5.02 Exclusive Remedy. Customer's exclusive remedy, and ITL's sole obligation and liability, for any breach by ITL of any of its obligations under this Agreement will be, at ITL's sole option, either re-performing, at no additional charge, the Services affected, or refunding to Customer the charges paid by Customer for such Services during the lesser of (a) the period of time during which ITL's performance of the Services was adversely affected, or (b) the preceding six (6) months.

5.03 Limitation of Liability. In no event will the liability of ITL for any damages in contract, warranty, tort, or on any other basis exceed the lesser of (i) the total amount paid to ITL by Customer as Service Fees pursuant to paragraph 3.02 hereof with respect to the Equipment that directly caused the damage complained of, or (ii) Two Hundred Fifty Dollars (\$250.00). IN NO EVENT SHALL ITL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, FINES OR PENALTIES WHETHER OR NOT THE SAME MAY BE FORESEEABLE. Customer acknowledges that ITL is not an insurer for Customer or others, and Customer assumes all risks of loss due to damage to property or personal or bodily injury connected with Customer's operations and properties. Without limiting the generality of the foregoing, ITL and its affiliates shall not be liable for any loss or liability caused by access delays, access interruptions, computer viruses, incorrect or incomplete communications, termination of this Agreement and the Services as a result of Customer's breach of this Agreement, or any actions or events beyond the control of ITL. Any liability of ITL and its affiliates under this Agreement is limited by this Section and other applicable limitations set forth in this Agreement. ITL's performance under this Agreement is for the sole benefit of Customer, and such performance does not extend to any third party beneficiary(s).

5.04 Indemnification. If Customer has in its custody or otherwise permits the placement or maintenance of the property of third parties on the Customer's Premises, or if the Equipment or Services are used by or on behalf of other persons or entities utilizing the tower or towers and Tower Lighting Systems on the Premises, Customer shall indemnify, defend and hold harmless ITL, its employees, members and agents from and against all claims, causes of action, demands, judgments, levies, costs or expenses, including attorneys' fees and costs (collectively, "Damages"), brought or alleged by parties other than Customer, however arising, or to arise, including ITL's performance or failure to perform (whether or not based upon active or passive negligence, express or implied warranty, or contribution, indemnification, or strict or product liability on the part of ITL, its employees or agents) including, without limitation, defects in products, design, installation, maintenance, operation or non-operation of the Equipment and/or the Services. Without limiting the foregoing, Customer shall indemnify, defend, and hold harmless ITL, its employees, members and agents from and against all damages arising from Customer's negligence in maintaining or operating its tower or towers, Tower Lighting Systems and related equipment, including communications links and phone lines. The provisions of this paragraph 5.04 shall not apply to claims for loss or damage solely and directly caused by an employee of ITL while on Customer's Premises.

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Section 6. Remedies

6.01 Remedies. In the event of a default by Customer, ITL shall have the right to exercise any one or more of the following remedies:

- (a) To declare the entire remaining unpaid amount of monies owing hereunder for the remainder of the term immediately due and payable without notice or demand to Customer;
- (b) To terminate this Agreement and terminate monitoring service; or
- (d) To pursue any other remedy at law or equity.

Notwithstanding any such termination, or any other action, which ITL may take in accordance with this Agreement or applicable law, Customer shall be and remain liable for the full performance of all obligations on the part of Customer to be performed under this Agreement. All such remedies are cumulative, and may be exercised concurrently or separately.

6.02 Attorneys Fees. Customer shall be liable for all fees, costs, or expenses ITL may incur in connection with the collection of service fees owing from Customer hereunder, including without limitation, collection agency costs, reasonable attorneys' fees and court costs incurred by ITL. In the event that legal proceedings are commenced to enforce this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

6.03 Damage to Central Station; Interruption of Service. This Agreement may be suspended or terminated at the option of ITL, without liability or penalty, in the event the ITL central station, or connecting telecommunications service or other equipment, are destroyed by fire, other catastrophe, or by any other means, or are so substantially damaged that it is deemed by ITL to be impractical to continue providing the Services, or in the event that ITL is unable to secure or retain the connections or privileges necessary for the transmission of signals between Customer's premises and ITL central station for any reason whatsoever. In the event of such suspension or termination, any prepaid Monthly Service Fees shall be refunded to Customer on a pro-rata basis

Section 7. Miscellaneous Provisions

7.01 Purchase Orders. If there is any conflict between this Agreement and Customer's purchase order or any other document, whether such purchase order or other document is prior or subsequent to this Agreement, this Agreement shall govern.

7.02 Uncontrollable Events. ITL assumes no liability for the installation of the Equipment, or for interruption of service or failure to perform by reason of or caused by labor disputes, availability of parts from third party suppliers, strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of telephone service, acts of God or any cause beyond the control of ITL. ITL will not be required to provide Services to Customer so long as any such interruption shall continue.

7.03 Changes in Law. Customer acknowledges that the Governmental Laws applicable to the performance of the Services contemplated under this Agreement may change from time to time, and that ITL shall have the right, in its sole discretion and without liability hereunder, to modify the provisions of this Agreement to the extent reasonably necessary to comply with such changes. Customer will be responsible for any required upgrade, replacement or modification of the Equipment due to any change in any Governmental Law.

7.04 Assignment. Customer may not assign the Agreement without the written consent of ITL, such consent not be unreasonably withheld, conditioned or delayed. ITL shall have the right to assign this Agreement upon written prior notice to Customer to any other person, firm or corporation and shall have the further right, upon prior written notice to Customer to subcontract or delegate any installation or services, or both, including telephone facilities and

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Tower Monitoring Agreement Exhibit "A"

International Tower Lighting, LLC
1001 Centre Pointe Drive, Suite A
La Vergne, TN 37086
Phone: +1 (615) 256-6030

monitoring, which ITL may be obligated to perform hereunder. Customer acknowledges that this Agreement and particularly those portions relating to ITL's maximum liability, limited liability, disclaimer of warranties and third party indemnification, inure to the benefit of and are applicable to any assignees, agents, employees or subcontractors of ITL, and that such provisions bind Customer with respect to said assignees, agents, employees or subcontractors with the same force and effect as they bind Customer with respect to ITL.

7.05 Entire Agreement. This Agreement, including Schedule 1 and Exhibit A, constitutes the entire agreement between Customer and ITL with respect to the Equipment and the Services. This Agreement supersedes all oral or written agreements and other communications between the parties with respect thereto, and may not be modified or amended except in writing signed by both parties.

7.06 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding conflict of law rules and principles. Customer hereby irrevocably submits and consents to the non-exclusive jurisdiction of the State and Federal Courts located in Davidson County, Tennessee with respect to any action or proceeding arising out of this Agreement.

7.07 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, in whole or in part, that provision will be modified to the minimum extent necessary to make it valid, legal and enforceable, and the validity of the remaining provisions will not be affected thereby.

Executed as of the Effective Date:

International Tower Lighting, LLC

Signature: _____

Print Name & Title _____

Customer:

Signature: _____

Print Name & Title _____

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Technical Support

(Capitalized terms used but not otherwise defined in this Exhibit A shall have the respective meanings set forth in the Tower Monitoring Agreement.)

Section A1: Technical Support

A1.1 Technical Support Services. ITL will provide two types of telephonic Technical Support:

- (i) Maintenance Support, which is the sole source for ITL support to assist Customer field personnel with trouble resolution, repairs or Equipment replacement;
- (ii) Signal Checking, when via telephone call to ITL, an ITL representative will verify for Customer field personnel whether alarm or monitoring information is being received at the ITL monitoring position. Signal Checking specifically does not include any additional assistance with other types of technical support including, but not limited to, installation, trouble resolution, repair or replacement of Tower Lighting Systems.

A1.2 Access to ITL Technical Support. ITL will provide Technical Support to Customer by telephone, unless Customer makes specific arrangements at Customer's expense to have an ITL support representative visit Customer's site. ITL will provide contact numbers for Customer use. In the event an ITL support representative is required to visit Customer's site, Customer shall pay the expenses associated with such visit, in an amount to be mutually agreed by Customer and ITL.

A1.3 Hours and Access for Technical Support.

A1.3(a) Technical Support will be available Monday through Friday, 8:30AM to 5:30 PM Central Time, except for dates and holidays as noted in Section A1.4. Technical Support will be accessed via a specific ITL phone number or available through ITL's main phone number and selection of the appropriate extension.

A1.3(b) For all other times, including after-hours, holidays and weekends, Signal Checking will be provided via a specific After Hours Signal Checking phone number or available through ITL's main phone number and selection of the appropriate extension for After Hours Signal Checking.

A1.4 Installation and Maintenance Support Holidays. Maintenance Support will not be available on the following dates or holidays: December 31st or the day before the federally-designated New Years Day holiday if such is not on January 1st; January 1st or the federal New Years Day holiday designated in lieu thereof; Presidents Day holiday; Memorial Day holiday; Fourth of July; Labor Day holiday; Thanksgiving Day and the Friday immediately following the Thanksgiving Day; December 24th, and Christmas Day.

A1.5 Changes to Technical Support. ITL reserves the right to make changes to its Technical Support services, access numbers, availability, hours or holidays without prior notice to Customer.

A1.6 Changes to Technical Support. ITL reserves the right to make changes to its Technical Support services, access numbers, availability, hours and/or holidays at its sole discretion. Notwithstanding the foregoing, ITL shall notify customer, in writing of such changes prior to their implementation.

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