

## Municipality of Princeton

### RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT (the “Use Agreement”) is dated September \_\_\_\_\_, 2025 (the “Effective Date”), and entered into by and between the MUNICIPALITY OF PRINCETON, a New Jersey municipal corporation (the “Municipality”), having its address at 400 Witherspoon Street, Princeton, NJ 08540 and SQF, LLC (“SQF”), with offices located at 16 Middle Street, 4<sup>th</sup> Floor, Portland ME 04101.

#### RECITALS

A. SQF owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission and the BPU, a fiber-based telecommunications Network or Networks (as defined below) serving its wireless SQF customers and utilizing microcellular optical repeated equipment (as defined below) certified by the Federal Communications Commission.

B. For the purpose of operating the Network, SQF wishes to locate, place, attach, install, operate, control, upgrade, and maintain Equipment in the Public Way (as defined below) on facilities owned by the Municipality, as well as on facilities owned by third parties therein.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **Definitions.** The following definitions shall apply generally to the provisions of this Use Agreement. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Any term not defined in this section shall have the meaning ascribed to it in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., unless the context clearly requires otherwise. In the event that a term is not defined by this Use Agreement, said term shall have its common and/or ordinary meaning.

1.1. *BPU.* “BPU” means the New Jersey State Board of Public Utilities.

1.2. *Carrier.* “Carrier” shall mean any firm, partnership, association, corporation, limited liability company, or any other legally recognized organization, licensed by the Federal Communications Commission to provide personal wireless services or authorized by the New Jersey Board of Public Utilities to provide telecommunications services in the State of New Jersey. For the purposes of this Use Agreement, “Carrier” shall be deemed to refer to SQF, LLC (“SQF”).

1.3. *Decorative Streetlight Pole.* “Decorative Streetlight Pole” shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

- 1.4. *Equipment*. “Equipment” means the optical repeaters, DWDM and CWDM multiplexers, antennae, fiber optic cables, wires, and related equipment, whether referred to singularly or collectively, to be installed and operated by SQF hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit 1 and incorporated herein by reference. Equipment and antennae, when installed on a pole, are sometimes referred to as “Nodes”. Municipal Administrative Review as set forth in §5.1 shall apply to the installation of any/all Equipment.
- 1.5. *Facility or Facilities*. “Facility” or “Facilities” shall mean all structures, devices, and materials, including but not limited to antennas, radios and radio cabinets, electrical wires and cables, fiber optic cables, communications and video cables and wires, poles, conduits, pads, backup power supply and other components of Personal Wireless Service Facilities, and appurtenances thereto, located in the Public Way.
- 1.6. *Fee*. “Fee” means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the municipality lawfully imposed by any governmental body (but excluding any utility users’ tax, franchise fees, communications tax, or similar tax or fee).
- 1.7. *Installation Date*. “Installation Date” shall mean the date that the first Equipment is installed by SQF pursuant to this Use Agreement.
- 1.8. *Laws*. “Laws” means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Municipality or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.
- 1.9. *Microtrenching*. The term “microtrenching” refers to the low-impact placement of fiber-optic cables in an embedded conduit within the asphalt, in a cut of approximately 1/2” wide and 1/2” deep and backfilled and restored with a specialized asphalt-mix product. Notwithstanding the use of the term “microtrenching” in this Use Agreement, the use of microtrenching is not allowed by right and is subject to the sole discretion of the Municipal Engineer as described in §3.1 below.
- 1.10. *Municipal Administrative Review*. “Municipal Administrative Review” (“MAR”) shall mean the process and procedure by which Municipal officials, in accordance with this Use Agreement, review and approve installation and/or construction proposals by SQF described in §5.1 below.
- 1.11. *Municipal Facilities*. “Municipal Facilities” means Municipal-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, or other Municipal-owned structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used. If no Municipal Facilities are proposed for use in SQF’s initial project, the Use Agreement contemplates the potential use of Municipal Facilities for future projects. MAR as set forth in §5.1 shall apply to the installation of any and all Equipment on any and all Municipal Facilities.
- 1.12. *Municipal Review*. “Municipal Review” shall mean the process and procedure by which the Municipality reviews and approves this Agreement and any amendments thereto.
- 1.13. *Municipality*. “Municipality” means the Municipality of Princeton, Mercer County, New Jersey.

- 1.14. *Network*. “Network” or collectively “Networks” means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by SQF to serve its wireless SQF customers in the Municipality.
- 1.15. *Personal Wireless Services*. “Personal Wireless Services” means any technologies defined in 47 U.S.C. 332(c)(7) including commercial mobile services, unlicensed wireless services, and common SQF wireless exchange access services, provided to personal mobile communication devices through wireless Facilities or any fixed mobile wireless services provided using personal wireless Facilities.
- 1.16. *Personal Wireless Service Facilities*. “Personal Wireless Service Facilities” means equipment at a fixed location that enables Personal Wireless Services between user equipment and a communications network, including but not limited to: (a) equipment associated with Personal Wireless Services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and (b) tower, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment, regardless of technological configuration.
- 1.17. *Public Way*. “Public Way” means the public right-of-way along or adjacent to public streets, as contemplated by N.J.S.A. 48:17-11. This term shall not include county, state, or federal rights-of-way or any property owned by any person or entity other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such person or entity. The final design and/or any fiber route will be subject to MAR as set forth in §5.1.
- 1.18. *Services*. “Services” means the RF transport telecommunications services provided through the Network by SQF to its wireless SQF customers pursuant to one or more tariffs filed with and regulated by the BPU.
- 1.19. *Site License Agreement*. “Site license agreement” means an agreement between the Municipality and Carrier providing the specific location and type of wireless equipment that will be installed at a site approved pursuant to §5.1 and referenced as Exhibit 2 of this Use Agreement.
- 1.20. *Streetlight Pole*. “Streetlight Pole” shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

2. **Term**. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically for three (3) successive terms of five (5) years, each on the same terms and conditions as set forth herein, unless SQF notifies the Municipality of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

3. **Scope of Use Agreement**. Any and all rights expressly granted to SQF under this Use Agreement, which shall be exercised at SQF’s sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in SQF a real property interest in land, including any fee, leasehold

interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the Municipality as set forth in §5.1.

- 3.1. *Attachment to Municipal Facilities.* The Municipality hereby authorizes and permits SQF to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, upgrade, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services, subject to MAR as set forth in §5.1. In addition, subject to the approval of PSE&G, SQF shall have the right to draw electricity for the operation of Equipment from the power source associated with each such attachment to Municipal Facilities. An application for the attachment of Equipment to Municipal Facilities shall be subject to MAR as set forth in §5.1. Any trenching or excavations shall follow the standards of the Municipality's provisions located at the office of the Municipal Engineer. Additionally, while the Municipality does not agree to allow the use of microtrenching in the Municipality as a general practice, at the sole discretion of the Municipal Engineer and upon application made by SQF in writing to the Municipal Engineer, the Municipality may (but is not required to) authorize the use of microtrenching in certain locations to be mutually agreed upon between SQF and the Municipality in order to minimize the impact of the ground disturbance in some areas where existing utility poles may not be present for the placement of fiber. SQF agrees to assume all responsibility for any damage SQF caused to any areas with microtrenching and to indemnify the Municipality from any claims arising directly from SQF's microtrenching activities in the area. Notwithstanding anything to the contrary herein, attachment to Decorative Streetlight Poles shall be discretionary and subject to additional discretion (such as aesthetic review) that may not be contemplated within MAR as set forth in §5.1, and which shall nonetheless be binding on SQF.
- 3.2. *Attachment to Third-Party Property.* Subject to obtaining the permission of the owner(s) of the affected property, the Municipality hereby authorizes and permits SQF to enter upon the Public Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, upgrade, and replace such number of Equipment in or on poles or other structures owned by public utility companies or other property owners located within the Public Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, SQF shall furnish to the Municipality documentation of such permission from the individual utility or property owner responsible. The Municipality agrees to cooperate with SQF, at no cost or expense to the Municipality, in obtaining where necessary the consents of third-party owners of property located in the Public Way. An application for the attachment of Equipment to third-party-owned poles or structures in the Public Way shall be subject to MAR as set forth in §5.1. Where third-party property is not available for attachment of Equipment, SQF may install its own utility poles in the Public Way, consistent with the requirements that the Municipality imposes on similar installations made by other utilities that use and occupy the Public Way as required by the Municipality's Code and subject to the prior review and consent of the Municipality, which will not be unreasonably withheld, conditioned, or delayed, and which shall not be the subject of a zoning or use variance.

- 3.3. *No Interference.* SQF, in the performance and exercise of its rights and obligations under this Use Agreement, shall not interfere in any adverse manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. The Municipality agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises the Municipality may enter into after the Effective Date with other telecommunications providers and SQF.
- 3.4. *Public Presentation.* Upon request from the Municipality, SQF will provide a courtesy presentation/public meeting with regard to its proposed 5G/polygon deployments in the Public Way.
- 3.5. *Site License Agreement.* A site license agreement, referenced as Exhibit 2 herein, shall be prepared for each approved site and signed prior to installation of Equipment.
- 3.6. *Compliance with Laws.* SQF shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.
4. Fees; Compensation. SQF shall be solely responsible for the payment of all lawful fees in connection with SQF's performance under this Use Agreement, including those set forth below.
- 4.1. *Administrative Waiver Application Fees.* SQF shall pay an administrative fee and escrow fees required by Municipal Ordinance for any and all applications submitted under §5.1.
- 4.2. *Electricity Charges.* SQF shall be responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and any applicable tariffs.
- 4.3. *Use of Facilities in the Public Way.* In order to compensate the Municipality for SQF's entry and deployment of facilities within the Public Way, SQF shall pay to the Municipality an annual fee in the amount of Two Hundred Seventy Dollars (\$270.00), the "Right-of-Way Fee", for the use of each pole in the Public Way upon which SQF has installed or attached Equipment pursuant to this Use Agreement. The Right-of-Way Fee shall be payable within thirty (30) days of the Installation Date and on each anniversary thereafter. The Right-of-Way Fee shall be payable for the period commencing with the Installation Date and ending on the date of termination of this Agreement. Within forty-five (45) days after the termination of this Use Agreement, the Right-of-Way Fee shall be paid for the period elapsing since the end of the last calendar year for which the Right-of-Way Fee has been paid.
5. Construction. SQF shall comply with all applicable Laws and Municipal technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of SQF's Equipment installed in the Public Way and on Municipal Facilities in the Municipality. SQF shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior written approval of the Municipality for each location.

- 5.1. *Obtaining Required Permits.* This Use Agreement is a framework agreement but does not grant specific authorization for any installation until the MAR has been completed and a permit issued as outlined in this section §5.1, as follows:
- 5.1.1. *Type I Process.* The “Type I Process” for Municipal Administrative Review shall apply to requests for attachments to third-party utility infrastructure made pursuant to §3.2 above. For applications made under the Type I Process, SQF will submit an application and fees to the Municipal Planning Department for an administrative waiver in accordance with §17A-174A of the former Borough of Princeton Code for infrastructure on property in the boundaries of the former Borough of Princeton, and in accordance with §10B-206.1 for infrastructure on property in the boundaries of the former Township of Princeton, or the current Municipal Code of record at the time of the application. To the greatest extent practicable, SQF will include all of its proposed sites throughout the Municipality in the waiver application.
- 5.1.2. *Type II Process.* The Type II Process for Municipal Administrative Review will apply to attachments made to Municipal Facilities consistent with §3.1 above. Type II requests will also be submitted to the Municipal Planning Department using the administrative waiver process described in §5.1.1 above, including all proposed attachments to Municipal Facilities. For attachments made to Municipal Facilities, the Municipal Engineer may exercise additional discretion regarding aesthetic and other concerns.
- 5.1.3. *Facilities in the Historic District.* A waiver application for placement of any facility in the historic district(s) of the Municipality shall be subject to the review and approval of the Historic Preservation Committee, which review shall be part of the administrative waiver process described in §5.1.1 and §5.1.2 above.
- 5.2. *Location of Equipment.* The proposed locations of SQF’s planned installation of Equipment will be submitted and reviewed in accordance with §5.1 above prior to construction. Upon completion of installation, SQF shall promptly furnish to the Municipality as-built drawings. All future placements and installations shall fully comply with MAR as set forth in §1.10 above.
- 5.3. *Relocation and Displacement of Equipment.* SQF understands and acknowledges that the Municipality may require SQF to relocate one or more of its Equipment installations. SQF shall, at the Municipality’s direction in writing, relocate such Equipment at SQF’s sole cost and expense whenever the Municipality reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Municipal project; (b) because the Equipment is interfering with or adversely affecting proper operation of municipal-owned light poles, traffic signals, or other Municipal Facilities, provided that SQF shall first have the reasonable opportunity to cure such interference, which period shall not be less than thirty (30) days except in case of emergency or imminent danger to life or property; or (c) to protect or preserve the public health or safety. In any such case, the Municipality shall use its best efforts to afford SQF a reasonably equivalent alternate location. If SQF shall fail to relocate or remove any Equipment as requested by the Municipality within a reasonable time under the circumstances in accordance with the foregoing provision, which period shall not

be less than thirty (30) days, the Municipality shall be entitled to relocate the Equipment at SQF's sole cost and expense, without further notice to SQF. To the extent the Municipality has actual knowledge thereof, the Municipality will attempt promptly to inform SQF of the displacement or removal of any pole on which any Equipment is located.

- 5.4. *Relocations at SQF's Request.* In the event SQF desires to relocate any Equipment from one Municipal Facility to another, SQF shall so advise the Municipality in writing. The Municipality shall use its best efforts to accommodate SQF by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.
- 5.5. *Damage to Public Way.* Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Way to be damaged, SQF, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment is located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If SQF does not repair the site as described, then the Municipality shall have the option, upon fifteen (15) days prior written notice to SQF, to perform or cause to be performed such reasonable and necessary work on behalf of SQF and to charge SQF for the actually incurred costs incurred by the Municipality at the Municipality's standard rates. Upon receipt of a demand for payment by the Municipality, SQF shall promptly reimburse the Municipality for such actually incurred costs.
- 5.6. *Abandonment.* Any Equipment installed by SQF that is not operated or maintained for a continuous period of twelve (12) months shall be considered abandoned. SQF shall remove, at SQF's sole cost and expense any and all abandoned Equipment within ninety (90) days after notice from the Municipality. If the Equipment specified above is not removed within ninety (90) days after notice from the Municipality, the Municipality may remove such at SQF's sole cost and expense without further notice to SQF.
- 5.7. *Bond for Maintenance and/or Abandonment.* A bond in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per attachment to a Municipal Facility shall be required to be posted by SQF upon completion of construction for the attachments listed on Exhibit 2, as amended from time to time, attached hereto and made a part hereof. The Municipality may use monies from the bond to cover expenses incurred in connection with maintenance or abandonment of Equipment and SQF's failure to respond to the Municipality's request for repairs or removal, as outlined in §5.6 and §5.7 above.

6. **Indemnification and Waiver.** SQF agrees to indemnify, defend, protect, and hold harmless the Municipality, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses to the extent actually incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from SQF's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Municipality, its council members, officers, employees, agents, or contractors.

- 6.1. *Waiver of Claims.* SQF waives any and all claims, demands, causes of action, and rights it may assert against the Municipality on account of any loss, damage, injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Municipality.
- 6.2. *Limitation of Municipality's Liability.* The Municipality shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of the Municipality, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages.

7. *Insurance.* SQF shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance, in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate, which provides coverage for bodily injury, death, and damage or destruction of property of others, including loss of use thereof, and including products and completed operations. The Commercial General Liability insurance policy shall include the Municipality, its council members, officers, and employees as additional insureds as respects any covered liability arising out of SQF's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. SQF will provide at least 30 days written notice to Municipality, of cancellation or non-renewal of any required coverage that is not replaced. The required limits may be met by any combination of primary and excess or umbrella insurance

- 7.1. *Filing of Certificates and Endorsements.* Prior to the commencement of any work pursuant to this Use Agreement, SQF shall file with the Municipality the required original certificate(s) of insurance with endorsements, which shall state the following:
- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amount;
  - (b) that the Municipality shall receive thirty (30) days prior notice of cancellation;
  - (c) that SQF's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Municipality may possess, including any self-insured retentions the Municipality may have; and any other insurance the Municipality does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
  - (d) that SQF's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Municipality.
- The certificate(s) of insurance with endorsements and notices shall be mailed to the Municipality at the address specified in §8 below.

- 7.2. *Workers' Compensation Insurance.* SQF shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) per accident/per disease, per employee/per disease, policy limit and shall furnish the Municipality with a certificate showing proof of such required coverage prior to the commencement of any work pursuant to this Use Agreement.
- 7.3. *Insurer Criteria.* Any insurance provider of SQF shall be eligible to do business in the State of New Jersey and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII"

Insurance. Policies and certificates issued by non-eligible insurance companies are not acceptable.

7.4. *Severability of Interest.* Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the Municipality. “Severability of interest” or “separation of insureds” clauses shall be made a part of the Commercial General Liability policies.

7.5. Notwithstanding the foregoing, SQF may self-insure the required insurance under the same terms and condition as outlined above, provided SQF is approved by the New Jersey Department of Banking and Insurance to self-insure.

8. Notices. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission (provided such notices do not relate to breaches or defaults), if a hard copy of the same is followed by delivery through the United State mail or by overnight delivery service as just described, addressed as follows:

*if to the Municipality*

Municipality of Princeton  
Attn: Mayor  
400 Witherspoon Street  
Princeton, NJ 08540

Municipality of Princeton  
Attn: Municipal Engineer  
400 Witherspoon Street  
Princeton, NJ 08540

Municipality of Princeton  
Attn: Planning Director  
400 Witherspoon Street  
Princeton, NJ 08540

*if to SQF*

SQF, LLC  
ATTN: Legal  
16 Middle Street, 4<sup>th</sup> Floor  
Portland, ME 04101

8.1. *Date of Notices; Changing Notice Address.* Notices shall be deemed given upon confirmation of receipt in the case of email or facsimile (provided such notices do not relate to breaches or defaults), the next business day in the case of overnight delivery, and three (3) days after deposit in the mail, if by registered or certified mail, postage prepaid. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9. Termination. This Use Agreement may be terminated by either party upon forty-five (45) days prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forth-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be twenty (20) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

10. Assignment. This Use Agreement shall not be assigned by SQF without the express written consent of the Municipality, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of SQF to a parent, subsidiary, or other affiliate of SQF or to any successor in interest or entity acquiring fifty-one percent (51%) or more of SQF's stock and assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Use Agreement and therefore shall not require the consent of the Municipality, provided that SQF reasonably demonstrates to the Municipality's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of SQF immediately prior to the transfer; (ii) any such transferee assumes all of SQF's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with SQF's management team, in the provision of telecommunications or similar services, evidences an ability to operate the SQF Network. SQF shall give at least thirty (30) days prior written notice (the "Exempted Transfer Notice") to the Municipality of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why SQF believes the Exempted Transfer Criteria have been satisfied. The Municipal Council shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that SQF gives the Municipality its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the Municipality has received from SQF any and all additional information the Municipality may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the Municipality gives SQF notice in writing of the additional information the Municipality requires within fifteen (15) days after the Municipality's receipt of the original Exempted Transfer Notice. If the Municipal Council fails to act upon SQF's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the Municipal Council that SQF has in fact established compliance with the Exempted Transfer Criteria to the Municipality's satisfaction.

11. Miscellaneous Provisions. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

- 11.1. *Non-exclusive Use.* SQF understands that this Use Agreement does not provide SQF with exclusive use of the Public Way or any Municipal Facility and that the Municipality shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Municipal Facilities, subject to the rights granted to SQF hereunder. The Municipality agrees to advise other providers of communications services of the presence or planned deployment of the Equipment in the Public Way and/or on Municipal Facilities.
- 11.2. *Site license agreements.* A site license agreement that identifies the specific site and specifies the equipment being utilized thereon shall be required for each site.
- 11.3. *Waiver of Breach.* The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

- 11.4. *Severability of Provisions.* If one or more of the provisions of this Use Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.
- 11.5. *Contacting SQF.* SQF shall be available to the staff employees of any Municipal department having jurisdiction over SQF's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Municipality may contact by telephone the network control center operator at telephone number \_\_\_\_\_ regarding such problems or complaints.
- 11.6. *Governing Law; Jurisdiction.* This Use Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New Jersey or in the United States District Court serving New Jersey. The parties agree to renegotiate if any future changes to legislation or regulation affects the rights or obligations of the parties.
- 11.7. *Consent Criteria.* In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.
- 11.8. *Representations and Warranties.* Each of the parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in §3.2 above.
- 11.9. *Amendment of the Use Agreement.* This Use Agreement may not be amended except pursuant to a written instrument signed by both parties as per Municipal Review set forth in §1.12 above.
- 11.10. *Entire Agreement.* This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understanding (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

*Municipality:* MUNICIPALITY OF PRINCETON, a New Jersey municipal corporation

\_\_\_\_\_  
Dawn Mount, Clerk

\_\_\_\_\_  
Mark Freda, Mayor

Date: \_\_\_\_\_

*SQF*: SQF, LLC

\_\_\_\_\_  
Heather Carlisle, Witness

\_\_\_\_\_  
Joshua Broder, President & CEO

Date: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Use Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Trishka W. Cecil, Esq., Municipal Attorney

## **EXHIBIT 1 – Sample Equipment Types**

## **EXHIBIT 2 – Template Site License Agreement**

Specific equipment configurations and locations to be supplied with site location agreements.

### **SITE LICENSE AGREEMENT**

**[Address of Location]**

This Site License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the MUNICIPALITY OF PRINCETON (“Licensor”) and SQF, LLC (“Licensee”).

1. Rights of Way Use Agreement. As referenced in Exhibit 2 of a certain Rights of Way Use Agreement between Licensor and Licensee dated \_\_\_\_\_, 2025 (“Agreement”), Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the “Licensed Site”).
3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section 2 of the Agreement.
4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 4 of the Agreement.
5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR:

MUNICIPALITY OF PRINCETON

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

Print Name:

Title:

Date: \_\_\_\_\_

LICENSEE:

SQF, LLC

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

Print Name:

Title:

Date: \_\_\_\_\_

**EXHIBITS:** Licensed Site, Wireless Installation Equipment List and Plans

## **EXHIBIT 1 TO SITE LICENSE AGREEMENT**

### **Licensed Site, Wireless Installation Equipment List and Plans**

Licensee Wireless Installation Reference:

FA / USID:

Site Name:

PTN / PACE:

Structure pole number:

Structure Latitude and Longitude (Approximate):

Wireless Installation Equipment List: Please see attached construction drawings referenced below