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1. PARTIES AND SITE. Unless otherwise stated in these Website Terms of Use ("Site Terms"), any reference to "CCI", "we", "us" or "our" in these Site Terms refers to Cross Country Infrastructure Services USA, Inc. and all of its divisions, subsidiaries, and affiliates. The terms "you," "your," "user," and "users" refer to all individuals and/or entities accessing the Site (hereinafter defined). We have developed these Site Terms to describe the terms that govern your use of www.crosscountryis.com, all pages within www.crosscountryis.com, any CCI branded URL, WAP site, and other content and services that link to these Site Terms (collectively the "Site").

2. ACCEPTANCE. You must be 18 years of age or older to use the Site and by using the Site you represent and warrant to CCI that you are 18 years of age or older, and that you have the right, authority, and capacity to agree to and abide by these Site Terms. These Site Terms apply in full force and effect to your use of this Site, and by using this Site, you expressly accept all terms and conditions contained herein in full. You must not use this Site if you do not agree to all of these Site Terms and CCI's Privacy Policy. You represent and warrant to us that you will use the Site in a manner consistent with any and all applicable laws, rules, and regulations.

3. CHANGES TO TERMS. We may modify these Site Terms at any time. Those modified Site Terms will become effective immediately upon posting them on the Site. Your continued use of the Site following any modification of these Site Terms constitutes your acceptance of and agreement to be legally bound by the modified Site Terms. If you do not agree to the modified Site Terms, you must not use the Site. Your failure to comply with these Site Terms as they may be modified from time to time will constitute a breach of contract and may violate our copyright, trademark, and other proprietary and intellectual property rights.

4. MODIFICATION OF THE SITE. We reserve the right to modify, suspend, discontinue, temporarily or permanently, the Site or any part of the Site from time to time for any or no reason and without notice. You agree that CCI will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site. We may change the information and materials on the Site from time to time at our discretion.

5. PRIVACY. Any personal information you submit to us is governed by CCI's Privacy Policy, which is incorporated herein and accessed at www.crosscountryis.com/privacypolicy.pdf. To the extent there is an inconsistency between the Site Terms and the Privacy Policy, the Privacy Policy governs. To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of

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6. PRESENTATIONS. Except as provided under Presented Concepts below, we do not claim ownership of any information or material that you provide to us via this Site. Any information or material you submit to us via the Site is non-confidential, non-proprietary, and may be disseminated or used by us in any way. For all information or material you submit, you automatically grant or warrant that the owner of such information or material has expressly granted to CCI a non-exclusive, worldwide, irrevocable, royalty-free, and sublicensable license to use, reproduce, adapt, publish, translate, and distribute such information or material in any and all media. Notwithstanding the foregoing, we are not required to use any information or material you submit. You are solely responsible for any information or material you submit, the consequences of doing so, and your reliance on any such submission. We are not responsible for any information or material you submit or any consequences thereof. We may edit or delete any information or material posted on the Site at any time and for any reason regardless of whether such information or material violates these Site Terms and without notice.

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8.2 Framing pages or parts of pages on the Site and deep linking to pages in the Site are prohibited. The use of Content on any other site is prohibited.

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9.1 So long as you are in compliance with these Site Terms, CCI grants you a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Site.

9.2 You may use the Site only for lawful purposes in accordance with these Site Terms. You are expressly restricted from all of the following: (a) publishing any Site material in any media; (b) selling, sublicensing, and/or otherwise commercializing any Site material; (c) publicly performing and/or showing any Site material; (d) using this Site in any way that is, or may be, damaging to this Site; (e) using this Site in any way that impacts user access to this Site; (f) using this Site contrary to applicable laws and regulations or in a way that causes, or may cause, harm to the Site or to any person or business entity; (g) engaging in any data mining, data harvesting, data extracting, or any other similar activity in relation to this Site or while using this Site; (h) using this Site to engage in any advertising or marketing; (i) impersonating or attempting to impersonate CCI, a CCI employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); and (j) distributing viruses or other computer code.

9.3 Certain areas of this Site may be restricted from access by you, and CCI may further restrict access by you to any areas of this Site, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

10. TERMINATION. At CCI's sole discretion, we may terminate your access to the Site, or any portion thereof, at any time, for any reason or for no reason, without notice.

11. THIRD PARTIES, LINKS TO OTHER SITES. Any references on the Site to names, products, or services of third parties or links to third-party websites do not constitute or imply CCI's endorsement or recommendation of the third parties or their products, services, or websites. CCI is not responsible for the content of those other websites or the terms of use or privacy practices of those sites.

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12.1 WE DO NOT REPRESENT OR GUARANTEE THAT THE DEPICTION OR DESCRIPTION OF EQUIPMENT AND SERVICES ON THE SITE ARE ACCURATE OR THAT ANY PRODUCT WILL BE AVAILABLE. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SITE, ITS CONTENT, THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF ITS CONTENT, OR INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE SITE. THE USE OF SAME IS AT YOUR OWN RISK.

12.2 THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CCI DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES RELATED TO THIS SITE OR THE MATERIALS CONTAINED ON THIS WEBSITE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY CCI IN THESE TERMS OF USE.

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13. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CCI, ITS SUBSIDIARIES, AFFILIATES, ITS DATA PROVIDERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING, OR MANAGING THE CONTENT (COLLECTIVELY, THE "SITE PROVIDERS") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS WHATSOEVER, IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST REVENUES, LOST PROFITS, LOST OPPORTUNITIES, AND LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACCESS OR USE OF THE SITE, (B) ANY COMMUNICATIONS SENT TO YOU VIA THE SITE OR OTHERWISE FROM CCI, OR ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH INFORMATION, (C) THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO OR FROM THE SITE PROVIDERS, OR (D) INCONVENIENCE, DELAY, OR LOSS OF USE OF THE SITE OR ANY SERVICE, EVEN IF SOME OR ALL OF THE SITE PROVIDERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE

FOREGOING, THE SITE PROVIDERS ASSUME NO LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY ACCESS OR USE OF ANY INFORMATION, IDEA, OR INSTRUCTION IN THE CONTENT. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CCI, ITS SUBSIDIARIES, AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO (A) YOUR USE OF THE SITE, (B) CONTENT YOU SUBMIT, POST TO, OR TRANSMIT THROUGH THE SITE, INCLUDING INFORMATION OR MATERIAL YOU SUBMIT, AND PRESENTED CONCEPTS, (C) YOUR VIOLATION OF ANY RIGHTS OF ANY OTHER COMPANY OR PERSON IN CONNECTION WITH THIS SITE, OR (D) YOUR VIOLATION OF THESE SITE TERMS.

15. ELECTRONIC COMMUNICATIONS. When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from CCI electronically. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

16. YOUR ACCOUNT. If we make available and you set up an account on the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove, or edit content in its sole discretion.

17. LIMITATION ON TIME TO FILE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE SITE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. CHOICE OF LAW. These Site Terms and the rights and duties of the parties hereunder shall be governed by and shall be construed in accordance with the laws of the State of Colorado.

19. CHOICE OF VENUE. YOU CONSENT TO JURISDICTION IN ARAPAHOE COUNTY, COLORADO AND AGREE THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE SITE, THESE SITE TERMS, OR THE CONTENT, AND THE RIGHTS AND DUTIES OF THE

PARTIES HEREUNDER SHALL BE LITIGATED IN STATE COURTS OF COMPETENT JURISDICTION IN ARAPAHOE COUNTY, COLORADO.

20. ATTORNEY'S FEES. You shall pay all costs and expenses incurred by us in enforcing our rights hereunder, including, without limitation, our reasonable attorney's fees and expenses, expert fees, and court costs.

21. WAIVER. No term or provision of these Site Terms will be considered waived by us, and no breach excused by us, unless such waiver or consent is in writing signed by a duly authorized representative of CCI. Further, no delay by us in exercising our rights under these Site Terms shall operate as, or be construed to be, a waiver of any breach. No consent by us to, or waiver of, a breach will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

22. SEVERABILITY. If any provision of these Site Terms is held to be invalid, illegal, void or for any reason unenforceable by a court of competent jurisdiction, then the provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of these Site Terms, and such court shall replace such invalid or unenforceable provision with a valid provision, which shall, to the utmost possible extent, correspond to the legal and economic content of the invalid or unenforceable provision.

23. SUCCESSORS. These Site Terms shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

24. NOTICE. If you have any questions regard the Site or these Site Terms, you may write to us at the following address:

Cross Country Infrastructure Services USA, Inc.

Attn: Chief Financial Officer

2251 Rifle Street

Aurora, Colorado 80011

25. ACCESS.

a. Cross Country Infrastructure Services USA, Inc.'s Website Terms of Use may be accessed at:

www.crosscountryis.com/pdf/websitetermsfuse.pdf.

b. Cross Country Infrastructure Services USA, Inc.'s Privacy Policy may be accessed at:

www.crosscountryis.com/pdf/privacypolicy.pdf.

END OF WEBSITE TERMS OF USE