

By signing the Application (hereinafter defined), Company agrees to the following Credit Application and Account Terms and Conditions (Credit T&C) effective September 3, 2019 which are incorporated therein by reference for all purposes:

## SECTION 1: DEFINITIONS

In these Credit T&C:

1. The term "Company" refers to the person or entity who signs the Application or on whose behalf the Application is signed.
2. The term "CCI" refers to Cross Country Infrastructure Services USA, Inc., its divisions, subsidiaries and affiliates.
3. The term "Application" means the Credit Application signed by the Company and these Credit T&C which together form the Application.
4. The term "Credit Account" means the Company's account established with CCI upon CCI's approval of the Application.
5. The term "Credit Limit" means the maximum amount of credit on the Credit Account.
6. The term "Credit Account Agreement" means the agreement between Company and CCI governing the Credit Account formed by the Application and these Credit T&C which are incorporated by reference for all purposes.
7. The term "Guarantor" means any person or entity who signs a guaranty in connection with the Company's Application.

## SECTION 2: APPLICATION

1. The Application may be completed and delivered to CCI by electronic transmission, including but not limited to facsimile or e-mail transmission. Electronic transmission of the Application shall be deemed as valid and binding as the submission of an original signed or executed document by the submitting party or parties.
2. In the event of a material change in any of the information provided in the Application prior to Company's receipt of CCI's action on this Application, Company must promptly notify CCI in writing of any such material change in the information provided herein, including, but not limited to, a direct or indirect change of ownership or control, address or telephone number, Guarantor or Principal information, financial condition, and project viability.
3. Either in connection with CCI's evaluation of the Application, or at any time a Rental Agreement is in effect, CCI equipment leased by Company has not yet been returned to CCI, and/or Company owes funds to CCI, in CCI's sole discretion CCI may require (a) a guaranty by one or more persons or entities of Company's obligations under the Credit Account Agreement, in the form required by CCI; and/or (b) a written agreement (in form and substance acceptable to CCI) between the Company, CCI and the owner of a project, general contractor on a project, and/or Company's direct upstream contractor on a project, as applicable, to issue joint checks payable to Company and CCI for the

amounts due CCI for the use of CCI's equipment on the project and/or supplies and/or materials provided for the project and Company agrees to appoint CCI as Company's attorney in fact to sign any joint check issued. Failure to fully comply with (a) or (b) may lead to the rejection of the Application or other actions allowed by Subsection 3(4) hereunder or other remedies CCI may have for default under any Rental Agreement. CCI's election to require a guaranty and/or joint check does not relieve Company of its obligation of timely payment.

## SECTION 3: CREDIT ACCOUNT

1. CCI has no obligations to Company until CCI, in CCI's sole discretion, approves the Application. The Application will be considered approved when CCI provides Company with written notice of approval.
2. Company warrants and agrees that in the event of approval of the Application: (a) all purchases and rentals made by Company are subject to the terms and conditions contained herein; (b) Company has read, understands and accepts all of CCI's Sales Terms and Condition (the "Sales T&C") and the Rental Terms and Conditions (the "Rental T&C"), which are available at: [www.crosscountryis.com/pdf/salestermsandconditions.pdf](http://www.crosscountryis.com/pdf/salestermsandconditions.pdf); and [www.crosscountryis.com/pdf/rentaltermsandconditions.pdf](http://www.crosscountryis.com/pdf/rentaltermsandconditions.pdf), respectively, which Sales T&C and Rental T&C as revised by CCI from time to time, along with any Rental Agreement executed between Company and CCI are deemed incorporated into and made part of the Credit Account Agreement between CCI and Company; and (c) any terms of Company's acceptance, purchase order or other Company documentation that are inconsistent with, or additional to, the Credit Account Agreement are hereby rejected and shall be void and of no effect. The Sales T&C and Rental T&C may be revised by CCI at any time without notice and Buyer agrees to comply with the Sales T&C and Rental T&C in effect on the date of each transaction.
3. In the event of approval of the Application, CCI in its sole discretion, and notwithstanding any request of the Company, will assign Company a Credit Account with a Credit Limit.
4. At any time without prior notice to the Company, in addition to actions allowed under the Sales T&C and Rental T&C, CCI shall have the right, in CCI's sole discretion and except as may otherwise be provided by applicable law, to: increase or decrease the Credit Limit; place on hold or terminate Company's credit privileges under the Credit Account; change the terms of the

Credit Account Agreement; and/or terminate the Credit Account Agreement and declare all amounts owed hereunder immediately due and payable.

5. Should Company's Credit Limit be exceeded, Company shall be liable for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that CCI shall have no liability arising out of Company's Credit Limit being exceeded.

6. Company promises to pay all purchases and rentals in accordance with the terms of the Credit Account Agreement, including the Sales T&C and the Rental T&C and as invoiced by CCI.

7. Company understands that CCI will be unable to determine whether any given purchase or rental charged on the Credit Account was in fact authorized by and for the benefit of the Company. Company agrees that its promise to pay will apply to all purchases and rentals charged on the Credit Account whether or not the purchase or the rental was in fact authorized by and for the benefit of the Company. **COMPANY AGREES THAT THE CREDIT ACCOUNT WILL BE USED ONLY FOR COMMERCIAL OR BUSINESS PURPOSES, AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.**

8. Except as otherwise provided or allowed in the Sales T&C, Rental T&C, a Rental Agreement, or other written agreement between Company and CCI, all invoices are due 30 days from the date of the invoice. Company understands that all invoices outstanding after thirty (30) calendar days from the date due may be charged interest beginning on that date at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, calculated on the basis of a 360-day year consisting of 12 30-day months, i.e., 1.5% per month.

9. Payments shall be made in accordance with CCI's then current payment methods ("Payment Methods") which CCI reserves the right, in its sole discretion, to change from time to time. Certain forms of payment may incur additional charges. It is Company's responsibility to contact CCI for its current Payment Methods and associated charges.

10. In the event CCI's Payment Methods include credit card and wire transfer payments, the following will apply:

(a) To the maximum extent permitted by applicable law, CCI may elect to begin imposing a surcharge on credit card payments in accordance with this Section. Such surcharge imposed may be up to the maximum amount permitted by the credit card brand rules and applicable law not to exceed four percent (4%) of the transaction amount on Visa, Mastercard, American Express, and Discover credit card products, which amount will not be greater than CCI's cost of acceptance (the "Surcharge"). CCI does not surcharge Visa debit cards, Mastercard debit cards or other debit cards. Company is responsible for, and will be charged at the time of the credit card authorization, the Surcharge. CCI will inform Company of the Surcharge percentage and amount prior to obtaining authorization. It is the intention of the parties to comply with state and federal laws related to credit card

surcharges; accordingly, it is agreed that, notwithstanding any provision to the contrary in this Agreement, no such provision shall require the payment or permit the collection of a Surcharge in excess of the maximum permitted by law. If any excess Surcharge is charged, paid, provided for, or shall be adjudicated to be so provided for, in this Agreement, then in such event (i) neither the Company nor Company's heirs, legal representatives, successors, or assigns, or any other party liable for the payment hereof, shall be obligated to pay the amount of such Surcharge to the extent that it is in excess of the maximum amount permitted by law, and (ii) any such excess which may have been collected shall be refunded to Company.

(b) For payments made by wire transfer, Company will be charged all wire transfer fees incurred by CCI associated with the payment and will be responsible for adding such amount to the amount of the payment being wire transferred. It is Company's responsibility to request the current wire transfer fee from CCI prior to making a wire transfer payment.

11. In the event the Application is approved, Company must promptly notify CCI in writing of any material change in the information provided herein, including, but not limited to, a direct or indirect change of ownership or control, address or telephone number.

12. During the term of the Credit Account Agreement, Company and all Guarantors agree to provide updated financial statements to CCI annually and to update Sections 1 and 2 of the Application annually, or more often at CCI's written request.

#### **SECTION 4: GENERAL**

1. The credit of your business and the personal credit of any Guarantor will be used in making credit decisions. Company authorizes CCI to investigate the credit worthiness of Company by obtaining credit reports and making other inquiries as CCI deems appropriate. In the event the Credit Account is not paid as agreed, CCI may report the liability of Company and the Guarantor, and the status of the Credit Account, to credit bureaus and others who may lawfully receive such information.

2. Company shall pay all costs and expenses incurred by CCI, including, without limitation, CCI's reasonable attorney's fees and expenses, expert fees, court costs, and collection agency fees, in enforcing the Credit Account Agreement; collecting the Credit Account; or in the event that CCI brings any claim against the Company or any Guarantor of the credit extended to Company arising out of or related to this Application or the Credit Account Agreement.

3. No term or provision of the Credit Account Agreement will be considered waived by CCI, and no breach excused by CCI, unless such waiver or consent is in writing signed on behalf of CCI. Further, no delay by CCI in exercising its rights under the Credit Account Agreement shall operate as, or be construed to be, a waiver of any breach. No consent by CCI to, or waiver of, a breach will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

4. The Application and Credit Account Agreement are binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns; Company may not assign or otherwise transfer the Credit Account or Credit Account Agreement or any interest or right herein or therein without CCI's prior written consent. Any assignment without such consent shall be null and void.

5. If any provision of the Application or Credit Account Agreement 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 the Application or Credit Account Agreement, 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 contents of the invalid or unenforceable provision.

6. The Application, the Credit Account Agreement, and the Guaranty (if applicable), together with the other documents expressly referred to in these Credit T&C, set forth the entire agreement between CCI and Company relating to the subject matter hereof, and any promises, representations, warranties or guarantees not herein contained shall have no force and effect unless in writing signed by CCI and Company.

7. Oral statements or commitments by CCI personnel to extend credit or to alter, modify or change terms of the Application or Credit Account Agreement are not enforceable and are not binding on CCI. No amendment or modification of the Application or Credit Account Agreement shall be binding upon CCI unless such modification is in writing signed by a duly authorized representative of CCI.

**8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CCI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOSS OF REVENUES OR PROFITS, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE EVEN IF CCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. The Application and Credit Account Agreement 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.

10. The Application and Credit Account Agreement are performable in Aurora, Arapahoe County, Colorado. All sums payable by Company to CCI are due and payable to CCI in its offices in Aurora, Arapahoe County, Colorado. COMPANY CONSENTS TO JURISDICTION IN ARAPAHOE COUNTY, COLORADO AND AGREES THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION OR THE CREDIT

ACCOUNT AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES THEREUNDER SHALL BE LITIGATED IN STATE COURTS OF COMPETENT JURISDICTION IN ARAPAHOE COUNTY, COLORADO.

11. Any notice appropriate or required under the Application or Credit Account Agreement shall be in writing, and delivered by certified mail, fax or email, and shall be effective upon receipt thereof. Said notice shall be sent as follows: (i) if to CCI, Cross Country Infrastructure Services USA, Inc., 2251 Rifle Street, Aurora, Colorado 80011; (ii) if to Company, at the address shown on the Application.

12. These Credit T&C may be accessed at:

[www.crosscountryvis.com/pdf/credittermsandconditions.pdf](http://www.crosscountryvis.com/pdf/credittermsandconditions.pdf).

**SECTION 5: FEDERAL NOTICES**

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.

**NOTICE:** In compliance with applicable state and federal laws, upon adverse action, Applicant may request in writing reasons for such actions. Write to: Accounts Receivable Manager, 2251 Rifle Street, Aurora, Colorado 80011 within 60 days from the date you are notified of our decision. We will send a written statement of the reasons for the denial within 30 days from receiving your request.

**SECTION 6 – STATE NOTICES**

If your credit application is approved and you lease equipment from CCI, CCI will also require you to obtain liability insurance as described in the lease, if any. You may buy this insurance from anyone you choose. You do not have to buy it from someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of CCI.

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California Residents: Applicant, if married, may apply for a separate account.

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Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil

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|                         | Rights Commission administers compliance with this law.  |
| New York Residents:     | In connection with this application, we may request a consumer report on you. If you request, we will inform you whether or not a consumer report was requested and, if it was, of the name and address of the consumer reporting agency that furnished the report. Additional consumer reports may be ordered without further notice to you in connection with any update, renewal or extension of credit granted.  |
| Rhode Island Residents: | Credit Report may be requested in connection with this application for credit.   |
| Vermont Residents:      | By signing this credit application, Applicant consents to CCI obtaining a credit report for the purposes of evaluating this application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account or for any other legitimate purpose associated with the account.   |
| Wisconsin Residents:    | No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. Married Wisconsin residents applying for an individual account must give the name and address of their spouse if the spouse is also a Wisconsin resident. Please provide this information to Accounts Receivable Manager, 2251 Rifle Street, Aurora, Colorado 80011. |

To the maximum extent permitted by applicable law, failure to give a state notice does not constitute a material breach of this Agreement and Company agrees that CCI has 30 days after receipt of written notice from Company to cure any failure.

#### **SECTION 7: USE OF INFORMATION**

Company understands that CCI may provide the information that Company provides in the Application to CCI's affiliates and its non-affiliated third-party business partners to use for the purpose of determining Company's eligibility for products or services requested and/or for CCI's everyday business purposes in providing services that result from this Application. CCI's affiliates may also use this information when they are considering whether to offer financial or other products or services to Company, unless the Company instructs CCI in writing not to share such information for this

purpose. CCI's non-affiliated third-party business partners, including those it uses to provide services to Company resulting from the Application, may also use information obtained from the Application to market products or services to the Company, unless the Company instructs CCI in writing not to share such information for this purpose. CCI's Privacy Policy regarding the Company's ability to permit or restrict CCI's sharing of the Company's information with its affiliates may be accessed at:

[www.crosscountryis.com/pdf/privacypolicy.pdf](http://www.crosscountryis.com/pdf/privacypolicy.pdf). In the event the Company does not become, or ceases to be, a CCI customer, CCI may still provide the information obtained from the Application in the manner, and subject to the limitations, set forth above. The Company may contact CCI in writing at any time to limit such sharing at Accounts Receivable Manager, 2251 Rifle Street, Aurora, Colorado 80011. CCI's right to use and furnish information under this section are subject to the requirements of applicable law.

#### **SECTION 8: CONSENT - ELECTRONIC COMMUNICATION**

The Company and each Guarantor expressly consents and agrees to CCI, its affiliates, agents and service providers using written, electronic or verbal means to contact the Company. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Company agrees that CCI, its affiliates, agents and service providers may do so using any e-mail address or any telephone numbers provided in the Application by the undersigned, or provided in the future, including a number for a cellular phone or other wireless device, regardless of whether the Company or Guarantor incurs charges as a result.

#### **SECTION 9: NOTICE TO COMPANY**

**DO NOT SIGN THE APPLICATION BEFORE YOU READ THE APPLICATION AND THESE CREDIT T&C.**

### **END OF CREDIT APPLICATION AND ACCOUNT TERMS AND CONDITIONS**