

4 Section U – Section Z

GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
Section U

SALEM TELEPHONE COMPANY
Kentucky

First Revised Sheet 1
Cancels Original Sheet 1

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

A. GENERAL

(N)

Advanced Calling Services (ACS) are optional services, offered in addition to regular exchange service, which allows customers to efficiently manage the call flow generated over their Exchange Access Line(s). Customers will be able to screen, redirect, or return selected calls. These services offer subscribers convenience, time savings, and a greater degree of control over the use of their telephones. Advanced Calling Services are available to residence and business customers where facilities are available. Individual feature availability may differ by exchange.

B. SERVICE DESCRIPTION

1. CALL REJECTION

This service enables a subscriber to reject up to a maximum of six (6) preselected incoming telephone numbers from which he/she does not wish to receive calls. To select a telephone number, the subscriber dials a unique code and then constructs or modifies a telephone number screening list. To add an unknown telephone number to the list, a subscriber can activate a code immediately after receiving an unwanted incoming call. The Company's equipment will screen incoming calls against the subscriber's list and reject those on the list. Callers whose numbers are rejected are directed to a Company recorded announcement. If facilities are unavailable to provide incoming call screening via the subscriber's list, standard call completion will occur.

2. CALL RETURN

This service enables the subscriber to automatically redial the telephone number of the most recent incoming call. The Company's equipment will make repeated attempts to establish the call for approximately a thirty (30) minute period, beginning with the subscriber's activation of Call Return if the most recent incoming call is busy. If the most recent incoming call is blocked, the subscriber will get a Company recorded announcement indicating the number is a private number and the call cannot be returned. The service cannot be activated for calls originating from a line that is forwarded or from a line not associated with a telephone number, e.g., multiline hunting groups.

Call Return is available on a per usage or flat rate basis. This service will have a per activation rate and a specified number of chargeable activations. After the specified number of chargeable activations, each activation thereafter will be at no charge.

(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: *Stephan D. Bell*
SECRETARY OF THE COMMISSION

ISSUED: August 18, 1997

EFFECTIVE: September 18, 1997

BY: Michael A. Pandow, President

GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
Section U

SALEM TELEPHONE COMPANY
Kentucky

First Revised Sheet 2
Cancels Original Sheet 2

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

B. SERVICE DESCRIPTION (Cont'd)

3. PREFERRED CALL FORWARDING

This service enables the subscriber to forward up to a maximum of six (6) preselected incoming telephone numbers to another telephone number. To forward a telephone number, the subscriber dials an activation code and then constructs or modifies a telephone number screening list. The Company's equipment will screen incoming calls against the subscriber's list and forward only those telephone numbers on the list. Calls forwarded by this service are subject to all applicable local and long distance charges. These calls are also subject to transmission limitations.

4. PRIORITY RINGING

This service allows the subscriber to provide up to a maximum of six (6) preselected incoming telephone numbers with a distinctive alerting signal or ring (or a distinctive Call Waiting tone if the subscriber has subscribed to Call Waiting), when the subscriber receives calls from them. To program a telephone number, the subscriber dials a unique code and then constructs or modifies a telephone number screening list. The Company's equipment will screen incoming calls against the subscriber's list and provide the Priority Ringing service for the preselected telephone numbers on the subscriber's list.

5. REPEAT DIALING

This service enables the subscriber to automatically redial the last outgoing telephone number dialed from that line. When the recalled telephone number is busy, the Company's equipment will make repeated attempts to establish the call for approximately a thirty (30) minute period, beginning with the subscriber's activation. Repeat Dialing is available on a flat rate basis.

6. SPECIAL CALL ACCEPTANCE

This service enables a subscriber to allow up to a maximum of six (6) preselected incoming telephone numbers to be accepted. To select a telephone number to be accepted, the subscriber dials a unique code and then constructs or modifies a telephone number screening list. The Company's equipment will screen incoming calls against the subscriber's list and allow only those calls to be completed. Calls from all other numbers will be routed to a Company recorded announcement.

(D)
|
(D)

ISSUED: July 15, 2016
EFFECTIVE: September 4, 2016

BY: Joel Dohmeier, Vice President



GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
Section U
Original Sheet 3

SALEM TELEPHONE COMPANY
Kentucky

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

B. SERVICE DESCRIPTION (Cont'd)

(N)

7. CALLER ID

Caller ID - Basic (Number only) and Caller ID - Deluxe (Name and Number) are the available services.

Caller ID - Basic (Number Only)

This service utilizes specific network capabilities to transmit and display the number associated with an incoming call to the called party's access line. The number of the incoming call is transmitted during the silent interval between the first and second ring of the called party's line. Caller ID subscribers must provide, and connect, their own compatible premises equipment in order to process and display the number transmission. The Company will forward all telephone numbers where technically feasible.

If a calling party has activated blocking, the number will not be transmitted to the display equipment of a Caller ID subscriber. Instead, the Caller ID subscriber will receive a privacy indicator. This privacy indicator notifies the Caller ID subscriber that the calling party chose to block number delivery.

Caller ID - Deluxe

This service utilizes specific network capabilities, where technically feasible, to transmit the Name and Number associated with an incoming call to the called party's access line. The name and number of the incoming call is transmitted during the silent interval between the first and second ring of the called party's line. Caller ID - Deluxe subscribers must provide, and connect, their own compatible premises equipment in order to process the name and number transmission. The Company will forward all telephone numbers where technically feasible.

If a calling party has activated blocking, the name and number will not be transmitted to the display equipment of a Caller ID - Deluxe subscriber. Instead, the Caller ID - Deluxe subscriber will receive a privacy indicator. This privacy indicator notifies the Caller ID - Deluxe subscriber that the calling party chose to block name and number delivery.

At this time, name and number blocking may not be provided on all calls originating from paystations or other services used by the general public. This depends on feature availability.

(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

Stephan D Bell
SECRETARY OF THE COMMISSION

ISSUED: August 18, 1997

EFFECTIVE: September 18, 1997

BY: Michael A. Pandow, President

GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
Section U
Original Sheet 4

SALEM TELEPHONE COMPANY
Kentucky

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

B. SERVICE DESCRIPTION (Cont'd)

(N)

8. CALLER ID BLOCKING

Caller ID Blocking allows the subscriber to prevent the delivery of their calling data to a Caller ID subscriber on a per call basis (Caller ID Blocking - Per Call) or per line basis (Caller ID Blocking - Per Line).

a) Caller ID Blocking - Per Call

This service will block the delivery of the caller's data to a Caller ID subscriber for one call only and may be activated from all single party access lines by dialing *67 (1167 from a rotary phone) prior to placing the call. **PER THE FCC CALLER ID ORDER, EFFECTIVE 12/1/95, CALLER ID BLOCKING - PER CALL IS PROVIDED TO ALL CUSTOMERS AT NO CHARGE.**

As of 1/1/97, per FCC Docket 91-281, per call blocking will be provided on calls originating from public, semi-public or other paystations used by the general public and party lines.

b) Caller ID Blocking - Per Line

This service will automatically block the delivery of the caller's data to a Caller ID subscriber on all calls and will be made available or offered, at no charge, to law enforcement agencies and domestic violence programs and Non-Published Residential customers. Per line blocking can be deactivated by dialing *82 (1182 from a rotary phone) prior to placing the call.

(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O. Bee
SECRETARY OF THE COMMISSION

ISSUED: August 18, 1997

EFFECTIVE: September 18, 1997

BY: Michael A. Pandow, President

GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
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SALEM TELEPHONE COMPANY
Kentucky

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

B. SERVICE DESCRIPTION (Cont'd)

(N)

9. CALL TRACE

This service enables the customer to initiate a trace of the last incoming call completed by dialing an activation code immediately after terminating the call. A Call Trace is considered successful when the Company's equipment is able to record the incoming call detail (not the conversation). Incoming call detail includes: the calling number, the time the trace was activated, and in some locations, the time the traced call was received. Upon completion of a successful trace, the customer will be assessed a Call Trace fee that will appear on the customer's next bill. The results of the trace are never provided to the customer directly. Call Trace information will only be given to appropriate law enforcement agencies. For further action to be taken, the customer is required to contact the Telephone Company Business Office during normal business hours, which will refer the customer to appropriate law enforcement agencies, or contact the law enforcement agency directly. In addition, the business office will contact the customer when two successful traces have been made to the same number within thirty days. Call Trace detail will be retained by the company and made available to the local law enforcement for ten business days after the trace has been initiated.

Call Trace may not capture incoming telephone numbers marked "private" or "out of area".

Only calls from locations with compatible signaling services are traceable using Call Trace.

10. ANONYMOUS CALL REJECTION

This service enables a subscriber to reject incoming calls from which a privacy indicator is received. The service is activated by dialing a unique code. When the service is active, the Company will not complete calls to its customer when the calling party has activated Caller ID blocking services. Such calls will be routed to a Company recorded announcement.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

(N)

SEP 18 1997

**PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)**

BY: *Stephan Bue*

SECRETARY OF THE COMMISSION

ISSUED: August 18, 1997

EFFECTIVE: September 18, 1997

BY: Michael A. Pandow, President

GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
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Original Sheet 6

SALEM TELEPHONE COMPANY
Kentucky

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

C. SPECIAL CONDITIONS AND LIMITATIONS

(N)

1. Special Conditions for Caller ID:

- a) An originating caller's data may not be displayed at the called party under the following conditions:
 - 1) The caller's data will not be displayed if the called party is off-hook. The called party must be on-hook to receive the caller's data. If the customer subscribes to both Call Waiting and Caller ID, and is on an existing call, a second incoming call information will not be displayed. Instead, the called party will receive the usual Call Waiting tone.
 - 2) The caller's data will not be displayed if the called party answers the incoming call during the first ring interval.
 - 3) Caller ID services cannot be provided with any distinctive ringing lines having a maximum silent interval duration that is not long enough to allow transmission of the data message.
 - 4) Identification of names, specific stations or extensions served by a PBX or Key System is not possible. The main directory number of the PBX or Key System will be displayed.
 - 5) Caller ID - Basic and Caller ID - Deluxe cannot be provided if the calling party is from a multi-party line. The called party will receive an "Unavailable" display.
 - 6) The Caller's data will be unavailable if it is from another office that is not linked by appropriate facilities with the called party's office.
 - 7) The calling party has activated blocking.
 - 8) Caller ID services do not display a directory number or name and number (if available) for operator assisted calls, calls marked private by the originator or calls originating from coin and party line stations.
 - 9) Caller ID services cannot be provided if the calling party is from a multi-party line. The called party will receive an "Unavailable" display.

(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ISSUED: August 18, 1997

EFFECTIVE: September 18, 1997

BY: Michael A. Pandow, President

GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
Section U
Original Sheet 7

SALEM TELEPHONE COMPANY
Kentucky

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

C. SPECIAL CONDITIONS AND LIMITATIONS (Cont'd)

(N)

1. Special Conditions for Caller ID: (Cont'd)

- b) The following special conditions apply to Caller ID services based on the FCC Caller ID Order effective 12/1/95:
- 1) If a customer dials a "1-800" or other Automatic Number Identification (ANI) Service number, the telephone number that they are calling from will be revealed to the called party through ANI technology. Even if the customer has per line blocking or has activated per call blocking, the 800 number party has the right to obtain this information through ANI.
 - 2) ANI information may not be reused or resold for other purposes without a caller's consent, even where the called party has paid for the call.
 - 3) Caller ID services are available on all long distance calls where technically feasible.
 - 4) All calling data will be displayed to E911 through ANI technology, even if the customer has per line blocking or has activated per call blocking.
 - 5) All calling data will be passed, even for customer who do not subscribe to Caller ID.
 - 6) Per call blocking will be available to all customers. (The FCC Order overrules all state PUC/PSC decisions on Per call blocking.)

(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ISSUED: August 18, 1997

EFFECTIVE: September 18, 1997

BY: Michael A. Pandow, President

GENERAL SUBSCRIBER SERVICES TARIFF

PSC 2
Section U
Original Sheet 8

SALEM TELEPHONE COMPANY
Kentucky

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

C. SPECIAL CONDITIONS AND LIMITATIONS (Cont'd)

2. Limitations for Advanced Calling Services:

- a) Where the calling party's data can be forwarded from the central office originating the call to the terminating central office serving the called party;
- b) When both the originating customer and the call terminating customer are served from the same central office;
- c) When both the call originating customer and the call terminating customer are served from different central offices equipped for ACS and are linked by appropriate facilities;
- d) If offering Caller ID - Deluxe, the Calling Name will be displayed only where appropriate facilities are available to provide a match of Calling Name to Calling Number.

The Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure, or malfunctions of ACS Services or equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of the services after the Company has been notified, and has reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

It shall be the responsibility of the Customer to provide Customer Premises Equipment (CPE) compatible with ACS.

(N)

(N)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bue
SECRETARY OF THE COMMISSION

ISSUED: August 18, 1997

EFFECTIVE: September 18, 1997

BY: Michael A. Pandow, President

GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE COMPANY
Kentucky

PSC 2
Section U
Second Revised Sheet 9
Cancels First Revised Sheet 9

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

D. Rates, Discounts, and Usage Sensitive ACS

1. Rates

- a) The monthly rates and discounts are in addition to basic local exchange service or any other services subscribed to by the customer.
- b) Activation and Deactivation codes listed below apply to touchtone telephones. (Rotary phones use the codes prefaced by a 11. For example, Call Return would be 1169.)

<u>One Service Per Line (1)</u>	<u>Monthly Rate</u>		<u>Activation Code</u>	<u>Deactivation Code</u>	
	<u>Res</u>	<u>Bus</u>			
1) Call Rejection	\$3.50	\$4.00	*60	N/A	
2) Call Return	3.50	4.00	*69	*89	
3) Preferred Call Forwarding	3.50	3.50	*63	N/A	
4) Priority Ringing	3.50	4.00	*61	N/A	
5) Repeat Dialing	3.50	4.00	*66	*86	
6) Special Call Acceptance	3.50	3.50	*64	N/A	
7) Caller ID					
a) Caller ID - Basic (Number Only)	7.50	7.50	N/A	N/A	(1)
b) Caller ID - Deluxe (Name and Number)	8.50	9.00	N/A	N/A	
8) Caller ID Blocking					
a) Per Call	No Charge	No Charge	*67	N/A	
b) Per Line	N/A	N/A	N/A	*82	
9) Anonymous Call Rejection	3.00	3.50	*77	*87	

(1) Non-recurring charges do not apply to the connection of Advanced Calling Services.

ISSUED: March 1, 2012

EFFECTIVE: March 4, 2012

BY: Joel Dohmeier, Vice-President



GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE COMPANY
Kentucky

PSC 2
Section U
First Revised Sheet 10
Cancels Original Sheet 10

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES

D. RATES, DISCOUNTS AND USAGE SENSITIVE ACS (Cont'd)

2. MULTIPLE SERVICES DISCOUNT PLAN, Per Line

A discount will apply to additional Advanced Calling Services subscribed to based on the following:

<u>Credit (2)</u>	<u>Credit Per Month</u>	<u>Trans. Code</u>
Two ACS Services	\$ 0.75	ACSR2
Three ACS Services	1.50	ACSR3
Four ACS Services	2.25	ACSR4
Five ACS Services	3.00	ACSR5
Six ACS Services	3.75	ACSR6
Seven ACS Services	4.50	ACSR7
Eight ACS Services	5.25	ACSR8

Caller ID Blocking and Usage Sensitive Services are not offered as part of the above discount package.

(2) Individual service rates as specified elsewhere in this tariff apply. Total monthly charges will be reduced by a credit corresponding to the number of services purchased per line.

3. USAGE SENSITIVE SERVICES

	<u>Per Successful Activation</u>	<u>Monthly Cap</u>	<u>Trans Code</u>	<u>Activation Code</u>	<u>Deactivation Code</u>
Call Trace	\$ 4.00	\$12.00	ACSCT	*57	N/A
Call Return	0.50	7.00	ACSRM	*69	*89

(D)

ISSUED: July 15, 2016
EFFECTIVE: September 4, 2016

BY:  Vice President



GENERAL EXCHANGE TARIFF

SALEM TELEPHONE COMPANY
Kentucky

PSC 2
Section U
First Revised Sheet 11
Cancels Original Sheet 11

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CALLING SERVICES (Continued)

D. Rates, Discounts, and Usage Sensitive ACS (Continued)

4. Privacy Pack¹

(C)

The Privacy Pack combines five (5) Advanced Calling Services into one package. The package includes the following services: Caller-ID Deluxe, Call Rejection, Anonymous Call Rejection, Preferred Call Forwarding, and Priority Ringing.

Rate Per Month
\$9.95

¹ This service is grandfathered to existing customers effective February 15, 2007. The service will not be available to new customers after this date.



ISSUED: February 14, 2007

EFFECTIVE: February 15, 2007

BY: Jeff Jung, Vice-President

GENERAL EXCHANGE SERVICE TARIFFS

SALEM TELEPHONE COMPANY
Kentucky

PSC 2
Section V
First Revised Sheet 1
Cancels Original Sheet 1

RESERVED FOR FUTURE USE

(D)

ISSUED: June 17, 2009

BY: Jeffrey Jung, Vice President

EFFECTIVE: June 18, 2009

TARIFF BRANCH (D)
RECEIVED
6/17/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

GENERAL SUBSCRIBER SERVICES TARIFF

Salem Telephone Company

PSC 2
Section V
1st. Revised Sheet 2

D

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 1 1988

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: *Sharon Arliss*
PUBLIC SERVICE COMMISSION MANAGER

Issued: January 1, 1988

Effective: January 1, 1988

By: *William D. Butler*

General Manager

GENERAL EXCHANGE SERVICE TARIFFS

SALEM TELEPHONE COMPANY

PSC 2
Section W
Fourth Revised Sheet 1
Cancels Third Revised Sheet 1

LOW-INCOME ASSISTANCE PROGRAM (LIFELINE)

The Lifeline Assistance Program was developed to reduce rates for low income customers. The Company participates in this assistance program to increase the availability of telecommunications services to all consumers in its serving areas.

(T)
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1. Lifeline Assistance

The Company shall provide Lifeline Service as defined in FCC 47 C.F.R. 54.401 (a) on a non-discriminatory basis to all qualifying low-income customers. The Company's Lifeline service offering shall comply with all applicable federal laws, including but not limited to, 47 C.F.R. Part 54; the FCC's Lifeline Reform Order (Report and Order released February 6, 2012, WC Docket No. 11-42, et. al.), the FCC's Lifeline Modernization Order (Third Report and Order released on April 27, 2016, WC Docket No. 11-42, FCC 16-38, et. al.), and any subsequent orders.

(C)
|
(C)

a. Credits

The following credits* will apply for each customer eligible for Lifeline Assistance:

	<u>Monthly Credit*</u>	
1) Federal Lifeline Assistance Benefit	(1)	(T)
2) State Lifeline Assistance Benefit	(2)	(T)(C)

(M)
|
(M)
(C)

- * Credit amount will not exceed the total of the Subscriber Line Charge and the Residential Local Exchange rate.
- (1) Authorized FCC rate.
 - (2) Authorized KY PSC rate.
 - (M) Material previously appeared on Sheet 2 of this Section.

Issued: November 8, 2016
Effective: December 1, 2016

By: Joel P. Dohmeier
Joel Dohmeier, Vice President

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Talina R. Mathews
EXECUTIVE DIRECTOR

Talina R. Mathews

EFFECTIVE
12/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GENERAL EXCHANGE SERVICE TARIFFS

SALEM TELEPHONE COMPANY

PSC 2
Section W
Fourth Revised Sheet 2
Cancels Third Revised Sheet 2

LOW-INCOME ASSISTANCE PROGRAM (LIFELINE)

(T)

(D)

(D)

(M)

Issued: November 8, 2016
Effective: December 1, 2016

By: *Joel P. Dohmeier*
Joel Dohmeier, Vice President

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR <i>Talina R. Mathews</i>
EFFECTIVE 12/1/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GENERAL EXCHANGE SERVICE TARIFFS

PSC 2
Section W

Seventh Revised Sheet 3
Cancels Sixth Revised Sheet 3

SALEM TELEPHONE COMPANY

LOW-INCOME ASSISTANCE PROGRAMS

2. Lifeline Connection Assistance (Link-Up) *

3. Kentucky Lifeline Support

The Lifeline Assistance program shall be funded through the Kentucky Lifeline Support Surcharge.

Monthly Rate

a. Kentucky Lifeline Support per month per access line \$.14 (I)

* Link-Up has been eliminated per FCC Order FCC12-11 effective April 2, 2012

Issued: March 23, 2016
Effective: April 1, 2016

By: *Joel P. Dohmeier*
Joel Dohmeier, Vice President

KENTUCKY PUBLIC SERVICE COMMISSION
Aaron D. Greenwell ACTING EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 4/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GENERAL SUBSCRIBER SERVICES TARIFF

Exchange(s) All
PSC 2
Section X

SALEM TELEPHONE CO., INC
Kentucky

Original Index Sheet 1

POLE ATTACHMENT SPACE

(T)

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- 2. Conditions
- 3. Rates

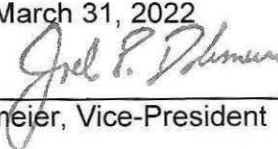
Sheet No.

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(T)

(T)

ISSUED: February 28, 2022
EFFECTIVE: March 31, 2022

BY:  Joel Dohmeier, Vice-President

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/31/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

Exchange(s): All
PSC: 2
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POLE ATTACHMENT SPACE

(T)

1. General

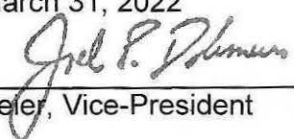
a. Application

The Rules and Regulations specified herein are in addition to those contained in all other rules and regulations, pertaining to other services furnished by Leslie County Telephone Company (the "Company"). These rules and regulations apply to rates established for furnishing Pole Attachment Space to qualified cable television system operators, telecommunications carriers, broadband internet providers, or governmental units (collectively known as "Attachers") to a pole owned or controlled by the Company.

- 1) The provisions and definitions of 807 Kentucky Administrative Regulations 5:015 ("807 KAR 5:015"), in their entirety, shall govern the attachment of facilities to poles owned by the Company.
- 2) The rates set forth herein and in the Pole Attachment Agreement hereto are intended to comply with the requirements of 807 KAR 5:015 and 47 C.F.R. §§ 1.1401-1418. However, where a reasonable interpretation of 807 KAR 5:015 differs from the rate(s) set forth herein, 807 KAR 5:015 shall apply until such difference is resolved by formal action of the Commission.
- 3) Should any phrase, sentence, paragraph or section of this Tariff be held to contravene any part of 807 KAR 5:015, only that portion of this Tariff which so contravenes the 807 KAR 5:015, and not the entire Tariff, shall be suspended until modified so as to comply with the requirements of 807 KAR 5:015.

(C)

ISSUED: February 28, 2022
EFFECTIVE: March 31, 2022

BY:  Vice-President

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/31/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

Exchange(s): All
PSC: 2
Section: X
First Revised Sheet: 2
Cancels Original Sheet: 2

POLE ATTACHMENT SPACE

(T)

2. Conditions

a. Obligation and Liability of the Company

- 1) The Company's obligation to furnish pole attachment space on its poles is dependent upon the ability to secure and retain suitable facilities and rights for the construction and maintenance of the necessary pole lines.
- 2) The Company is obligated to furnish the Attacher space for pole attachments as long as the Attacher observes the usual obligations in the payment for such services and conforms to all safety standards and other standards applicable to this service.
- 3) When the Company requires a change in its poles or attachments for reasons unrelated to Attacher operations, the Attacher will be given a minimum of 60 days' notice of such necessary changes. In the event the Attacher is unable or unwilling to meet the Company's time schedule for such changes, the Company will perform the work and charge the Attacher its reasonable costs for changing the Attacher's attachments.
- 4) Notwithstanding the foregoing, the Company may, at the Attacher's expense, alter, modify, rearrange and/or remove the Attacher's facilities to the extent required by Applicable Law or an order, by governing administrative authority, or as necessary to prevent, eliminate, or minimize any imminent health or safety hazard, imminent risk of facility failure or service disruption, or other emergency circumstance. The Attacher shall be responsible for all costs associated with such removal of its facilities.
- 5) The Company will be responsible for submitting an annual statement of charges to the Attacher for the pole attachment service.

(C)

ISSUED: February 28, 2022
EFFECTIVE: March 31, 2022

Joel P. Dohmeier

BY: Joel Dohmeier, Vice-President

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

**EFFECTIVE
3/31/2022**

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

Exchange(s): All
PSC: 2
Section: X
First Revised Sheet: 3
Cancels Original Sheet: 3

POLE ATTACHMENT SPACE

(T)

2. Conditions (Continued)

(C)

a. Obligation and Liability of the Attacher

- 6. The Attacher will be obligated to pay the Company, at the rate/rates established herein, for the pole attachment service provided, when presented the Company's annual statement.
- 7. The Attacher will maintain their pole attachments on a regular and timely schedule, and during any regular inspection by the Company, when sub-standard installations are found, and will be responsible for correcting them. If the Attacher is unable or unwilling to make such corrections, the Company will charge the Attacher for any labor and materials necessary to make such corrections.
- 8. The Attacher will be responsible for notifying the Company when any new attachments are to be installed, or when any new poles are needed for attachments. No new attachments will be installed except upon the authorization of the Company.
- 9. Upon execution of the Pole Attachment Agreement, the Attacher will be obligated and required to obtain and maintain the necessary insurance and bond, as set forth below, when construction of pole line and/or the Attacher's attachments is in progress:
 - Commercial General Liability Insurance with limits of not less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate, which may be provided in any combination of primary and excess coverage.
 - Pollution Legal Liability Coverage in the amount of at least \$5,000,000 per claim covering third party claims for Bodily Injury, Property Damage or Cleanup Costs from: exacerbation of Pre-Existing Unknown Pollution Conditions, and New Pollution Conditions, both On-Site and Off-Site.
 - Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident. The Company will not be responsible for any injuries to the Attacher's employees while working on the Attacher facilities on Company poles.

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ISSUED: February 28, 2022
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BY: Joel Dohmeier, Vice-President

GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

Exchange(s): All
PSC: 2
Section: X
First Revised Sheet: 4
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POLE ATTACHMENT SPACE (T)

2. Conditions (Continued)

b. Obligation and Liability of the Attacher (Continued)

4. (continued)

- Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
- All insurance required under this tariff and/or the Pole Attachment Agreement will: (i) be occurrence based; (ii) name the Company, its Affiliates, divisions, and/or related entities, and their respective officers, directors, partners, employees, and representatives, including their respective successors and assigns, as additional insureds; and (iii) waive subrogation in favor of the Company and its Affiliates.
- The Attacher shall submit to the Company evidence of the insurance coverage required by this tariff and/or the Pole Attachment Agreement in the form of one or more certificates of insurance (each, a "COI"). Each COI must specify the coverage provided and indicate that such insurance company will not cancel or change any such policy of insurance issued to the Attacher including the following (or substantially similar) language in the DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES section:

"[The Company], its subsidiaries, divisions, Affiliates, and related entities, and their respective officers, directors, partners, employees, and representatives, including their respective successors and assigns (collectively, the "Company Insureds") are named as additional insureds with respect to general liability, auto liability, and professional liability. This insurance is primary and noncontributory. The general liability and auto liability waive subrogation in favor of the Company Insureds.
- The Attacher will require any subcontractor it retains to perform work at a Company site to maintain the same or substantially similar insurance coverage as the Attacher is required to maintain herein. The Attacher will provide COIs evidencing its subcontractors' insurance coverage to Company upon request.

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GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

Exchange(s): All
PSC: 2
Section: X
First Revised Sheet 5
Cancels Original Sheet: 5

POLE ATTACHMENT SPACE

(T)

2. Conditions (Continued)

b. Obligation and Liability of the Attacher (Continued)

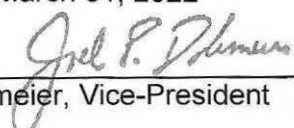
4. (continued)

- Upon execution of this agreement, the Attacher shall provide to the Company a performance bond in the amount of \$5,000 for each increment of 50 Poles or additional fraction thereof. The purpose of the bond is to insure the Attacher's performance of its obligations under this tariff and the Pole Attachment Agreement and any License issued hereunder.
- The bond's coverage will extend to, but is not limited to, the Attacher's payment of any claims, liens, taxes, liquidated damages, penalties and fees due to the Company that arise by reason of the construction, operation, maintenance or removal of the Attacher's facilities on or about the Company's poles.
- The bond shall remain in effect throughout the term of the Pole Attachment Agreement and thereafter as long as the Attacher has facilities on Company poles, or until such time as all outstanding obligations of the Attacher under this tariff and the Pole Attachment Agreement or any License are satisfied. The bond must be replaced within 10 days in the event of cancellation by the Attacher's insurer.

5. The Attacher shall indemnify, defend and save harmless the Company, its directors, officers, employees and agents, the Company's other licensees, and joint user(s) from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals, to the extent they are caused by, connected to, or arise from:

- The Attacher's failure to pay fees for Third Party Make-Ready Work;
- The Attacher's unauthorized presence in any right-of-way where the Attacher's Attachment is constructed, installed, or maintained;
- Any acts or omissions of the Attacher's agents or representatives, including, without limitation, the installation, maintenance, repair, replacement, presence, use, operation or removal of an Attacher's facilities by any of its representative;
- The Attacher's use of a Qualified Contractor for any purpose under this tariff and the Pole Attachment Agreement;

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GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

Exchange(s): All
PSC: 2
Section: X
First Revised Sheet 6
Cancels Original Sheet: 6

POLE ATTACHMENT SPACE

(T)

2. Conditions (Continued)

b. Obligation and Liability of the Attacher (Continued)

5. (continued)

- A determination by any government agency, court, or other governing entity that any Attacher's agent or representative is an employee of the Company for any purpose;
- Any loss of right-of-way or property owner consents directly caused by the Attacher and/or the cost of defending those rights and/or consents;
- Damages to property and injury or death to persons caused by, arising from, incident to, connected with or growing out of the, installation, maintenance, repair, replacement, presence, use, operation or removal of Customer's facilities on Poles or in the vicinity of the same, including but not limited to payments under any Worker's Compensation law or plan for employee's disability and death benefits.
- The installation, maintenance, repair, replacement, presence, use, operation or removal of the Attacher's facilities on Company poles, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material; and
- Infringement of patents with respect to the construction, maintenance, use and operation of the Attacher's facilities in combination with poles or otherwise.

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GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

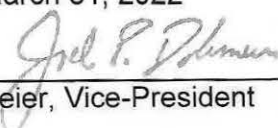
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Section: X
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Cancels Original Sheet: 7

POLE ATTACHMENT SPACE (T)

c) LIMITATION OF LIABILITY

- 1) An inventory of pole attachments will be made by the Company during its periodic pole line inspection, and that inventory will serve as a basis for its charges to the Attacher. If the Attacher desires to take an inventory, then they will be reconciled by both parties on a reasonable agreement basis.
 - i. EXCEPT IN CONNECTION WITH THE COMPANY'S INTENTIONAL MISCONDUCT, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL, OR SIMILAR DAMAGES UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - ii. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR FINES, PENALTIES, CLAIMS, OR DAMAGES STEMMING FROM THE INTERRUPTION OF, OR INTERFERENCE WITH, CUSTOMER'S SERVICE OR OPERATION OF CUSTOMER'S FACILITIES, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.
 - iii. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DIRECT DAMAGES ARISING OUT OF OR BASED UPON THIS AGREEMENT EXCEEDING \$100,000, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.
- 2) Except for the Company's indemnification obligations herein, the Company shall be liable to the Attacher only for and to the extent the negligence or intentional misconduct of the Company causes damage to the Attacher's facilities or gives rise to a personal injury or wrongful death claim. The Attacher WAIVES ALL OTHER CLAIMS AGAINST THE COMPANY.

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GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
Kentucky

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PSC: 2
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POLE ATTACHMENT SPACE

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3. Rates

Annual Rate Per Unit

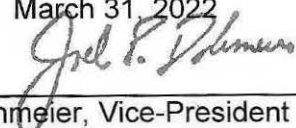
Rate per pole attachment

\$11.82

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GENERAL SUBSCRIBER SERVICES TARIFF

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Kentucky

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POLE ATTACHMENT SPACE

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BY: Joel Dohmeier, Vice-President

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Linda C. Bridwell Executive Director
<i>Linda C. Bridwell</i>
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GENERAL SUBSCRIBER SERVICES TARIFF

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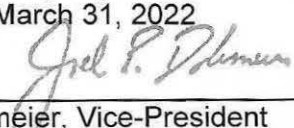
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GENERAL SUBSCRIBER SERVICES TARIFF

SALEM TELEPHONE CO., INC.
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POLE ATTACHMENT SPACE

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GENERAL SUBSCRIBER SERVICES TARIFF

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POLE ATTACHMENT SPACE

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GENERAL SUBSCRIBER SERVICES TARIFF

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Kentucky

Exchange(s): All
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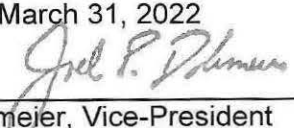
POLE ATTACHMENT SPACE

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Exchange(s): All
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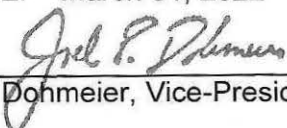
POLE ATTACHMENT SPACE

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**LICENSE AGREEMENT
FOR
POLE ATTACHMENTS AND CONDUIT OCCUPANCY**

**BETWEEN
TDS TELECOMMUNICATIONS LLC
AND**

[ENTER LICENSEE NAME]

REFERENCE DATE: [SELECT DATE]

**CONFIDENTIAL WORK PRODUCT:
DO NOT DISCLOSE WITHOUT TDS' EXPRESS CONSENT**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**

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3/31/2022

Page 1 of 2

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CONFIDENTIAL WORK PRODUCT: DO NOT DISCLOSE WITHOUT TDS' EXPRESS CONSENT

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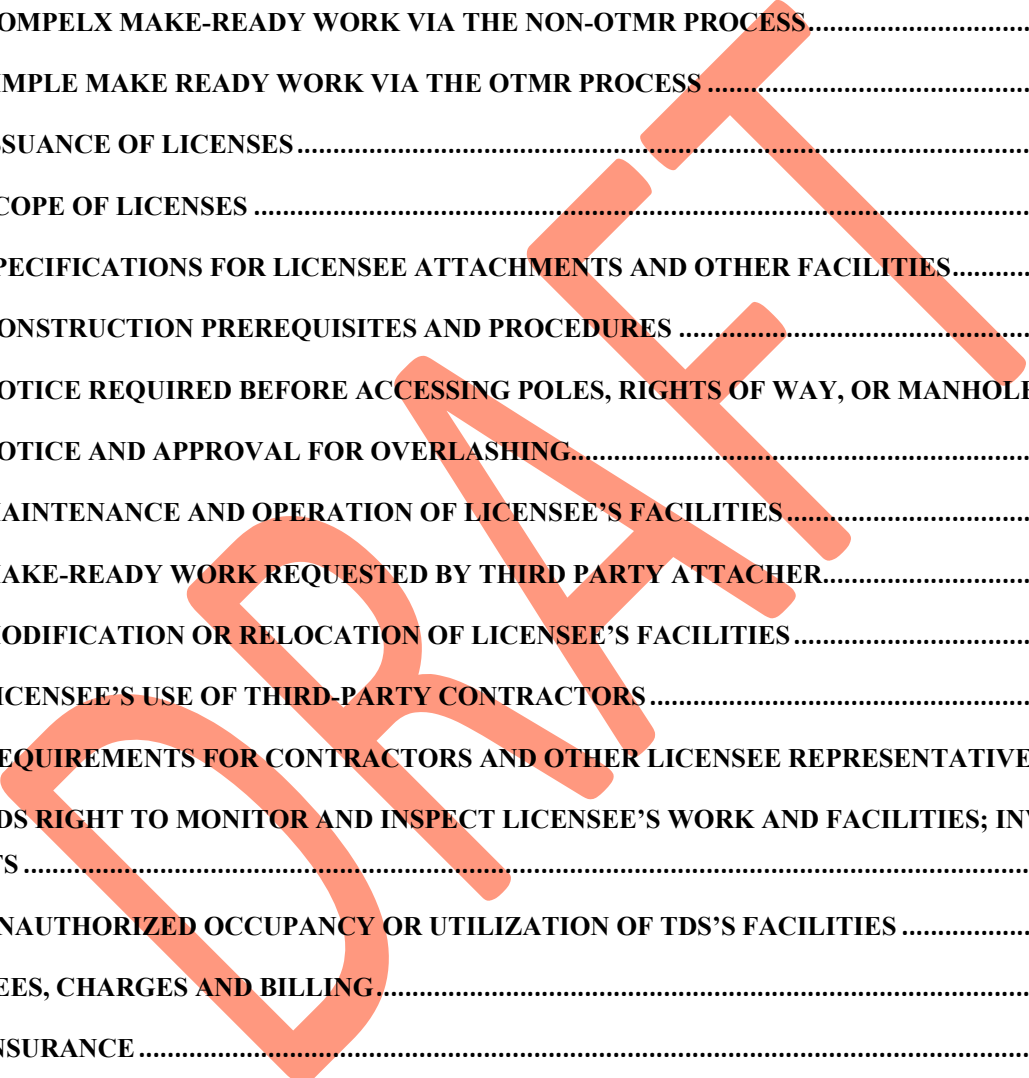
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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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<small>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</small>

**LICENSE AGREEMENT FOR
POLE ATTACHMENTS AND CONDUIT OCCUPANCY**

This Agreement is effective as of the last signature date below (“**Effective Date**”) between [enter TDS entity name] on behalf of itself and its affiliates identified in Schedule A (collectively “**TDS**”) and [enter Licensee’s entity name] (“**Licensee**”), a [enter Licensee’s state of incorporation] [enter corporate entity type], with its principal place of business at [enter Licensee address].

RECITALS

A. TDS is a telecommunications company that conducts business in [enter state] and provides service within its certificated service territory. To facilitate such services, TDS installs and maintains poles and conduit systems and enjoys access to certain rights-of-way that are subject to 47 U.S.C. § 224 and other Federal Communications Commission rules and regulations, as well as applicable state and local laws.

B. TDS has also entered into various pole joint use agreements, joint ownership agreements, and license agreements with electric companies, electric cooperatives, and municipalities allowing those entities to place electric wires, facilities, and equipment on poles owned and controlled by TDS, or vice versa.

C. Licensee desires to attach wires, facilities, and equipment on poles and in conduits owned or licensed by TDS for purposes of constructing, operating, and maintaining its communications network.

D. TDS will permit and license Licensee’s non-exclusive use of such poles and conduits, and share access to related rights-of-way, on a revocable, non-exclusive basis to the extent required by Applicable Law, provided that such use complies with the terms of this Agreement and does not interfere with either TDS’s or other occupants’ performance of their service obligations or regular business operations.

E. TDS may, in its sole and reasonable judgement, deny Licensee’s request to occupy any of its poles or conduits if insufficient capacity exists or if the attachment would create safety concerns, adversely impact the reliability of TDS’s or other occupants’ facilities, or violate generally applicable engineering purposes.

F. This Agreement sets forth the process Licensee must follow to apply for and receive permission from TDS to occupy its poles and conduits and the terms and conditions that govern such occupancy.

G. NOW THEREFORE, in consideration of the promises, mutual covenants, and the terms and conditions herein contained, the parties agree as follows:

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/31/2022

AGREEMENT

1. DEFINITIONS

Except as the context otherwise requires, capitalized terms in this Agreement have the meanings set forth in this section. Any term used in this Agreement but not specifically defined herein will be interpreted as follows: (a) if the term is defined in the Communications Act, that definition will apply; and (b) if the term is not defined in the Communications Act, it will be interpreted in light of any special or technical meaning or usage the term may have within the telecommunications industry; (c) if the term has no special or technical meaning or usage within the telecommunications industry, it will be interpreted in light of its ordinary meaning and usage.

1.1. **Affiliate:** an entity that directly or indirectly owns or controls, is directly or indirectly owned or controlled by, or is directly or indirectly under common ownership or control with another entity. As used in this definition, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of more than 50% of the equity securities or other equivalent equity ownership interests of an entity.

1.2. **Anchor:** a device, structure, or assembly that stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a Guy Strand or guy wire, which, in turn, is attached to the Pole. The term “Anchor” does not include: (a) the Anchor/Guy Strand that connects the Anchor to the Pole; or (b) an Anchor that TDS does not have any right to use or control, either via ownership or a joint use agreement with another entity.

1.3. **Anchor/Guy Strand:** supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability.

1.4. **Applicable Law:** all of the following, as may be amended from time to time: federal, state, and local laws, and administrative, civil and criminal laws, including all permits, regulations, rules, ordinances, codes, decrees, directives, judgements, injunctions, and judicial and administrative orders applicable to utility construction and operation generally, and specifically applicable to “Pole Attachments”, as that term is defined in 47 U.S.C. § 224(a)(4); all safety and design requirements imposed by the United States Occupational Safety and Health Administration (“OSHA”); all applicable standards of the National Electrical Safety Code (“NESC”) and the National Electrical Code (“NEC”); and all “Environmental Laws”, as defined in Section 1.10; and, to the extent applicable to Wireless Equipment, the regulations and rules of the Federal Aviation Administration.

1.5. **Attachment:** any fiber optic cable, coaxial cable, or the cable and wires connected to such fiber optic cable and coaxial cable, and all supporting cable used (a) by a “Cable Operator” providing “Cable Service” as such terms are defined in Section 602 of the Communications Act; or (b) by a “Telecommunications Carrier” to provide “Telecommunications Service,” as such terms are defined in Section 153 of the Communications Act; or (c) to provide a combination of Cable Service and/or Telecommunications Service with another service that is not classified by the FCC as either Cable Service or Telecommunications Service. For purposes of this Agreement, an “Attachment” shall not include Wireless Equipment unless TDS’s Wireless Equipment Addendum is attached hereto and incorporated into this Agreement. Consent shall only be permitted to deploy or attach Wireless Equipment to the extent permitted by TDS’s Wireless Equipment Addendum.

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Linda C. Bidwell
Executive Director



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1.6. **Communications Act:** the Communications Act of 1934 (47 U.S.C. 151 *et seq.*) as amended and as further interpreted in the duly authorized and effective rules and regulations of the FCC, including the Pole Attachment Act of 1978 and the Telecommunications Act of 1996.

1.7. **Conduit:** a TDS-owned or controlled structure containing one or more Ducts, usually placed in the ground, in which cable or wires may be installed, together with its supporting infrastructure and any other TDS-owned or controlled equipment or hardware attached to or within Conduit, including but not limited to Ducts or Inner Ducts.

1.8. **Conduit System:** a TDS-owned or controlled collection of one or more Conduits, together with their supporting infrastructure, including but not limited to Manholes and Handholes. The definition of Conduit System also includes any other TDS-owned or controlled equipment or hardware attached to or within a Conduit System.

1.9. **Duct:** a TDS-owned or controlled single enclosed path for conductors, cable and wire.

1.10. **Environmental Laws:** all federal, state, and local, and administrative, civil, and criminal laws, permits, regulations, rules, ordinances, codes, decrees, judgments, injunctions, directives, or judicial or administrative orders relating to: (i) pollution, contamination, restoration, clean-up, remediation, preservation, or protection of the environment, air, surface water, ground water, or other natural resources, or human health and safety; (ii) exposure to toxic or hazardous substances; (iii) safety and health of employees, contractors, or subcontractors of any tier; or (iv) noise.

1.11. **FAA:** Federal Aviation Administration

1.12. **Facilities:** any property or equipment located on a Pole or within a Conduit or Right-of-Way that is utilized in the provision of telecommunications services, including Attachments.

1.13. **FCC:** Federal Communications Commission.

1.14. **Handhole:** a small TDS-owned or controlled access point to underground facilities that allows personnel to reach into but not enter the underground enclosure for purposes of installing, operating, maintaining, and repairing Conduit, Conduit Systems, and associated Rights-of-Way.


1.15. **Joint User:** a utility that has entered into an agreement with TDS providing reciprocal rights of use (*i.e.*, joint use privileges) to poles and/or rights-of-way owned by each party.

1.16. **License:** a document signed by an authorized representative of TDS that grants Licensee a nonexclusive right to attach to the specific Pole(s) or Conduit(s) identified in the document or the License application referenced therein, and to use such Pole(s) or Conduit(s) on a continuing basis subject to the terms and conditions of this Agreement and Applicable Law.

1.17. **Make-Ready Work:** all pre-installation work that TDS determines is necessary to ensure that the Poles, Conduit Systems, and related facilities are safe, reliable and in suitable condition for the placement of Licensee's proposed Attachments. Make-Ready Work includes, but is not limited to, clearing obstructions, the rearrangement, transfer, replacement, and removal of existing facilities on a Pole or Conduit where such work is required solely to accommodate Licensee's Facilities. Make-Ready Work may also include the repair or modification of TDS's facilities or the performance of other work required to make a Pole or Conduit usable for the placement of Licensee's proposed Attachments.

1.17.1. **Simple Make-Ready Work:** any Make-Ready W

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space of a Pole that is not reasonably likely to cause a service outage or facility damage and that does not require splicing of an existing Attachment or contacting any wireless attachment or other Facilities used by TDS or a Third Party attacher to provide mobile, fixed, or point-to-point wireless communications or Internet service.

1.17.2. **Complex Make-Ready Work:** Make-Ready Work outside the communications space of a Pole and/or Make-Ready Work within the communications space that requires splicing of an existing Attachment, is reasonably likely to cause a service outage or facility damage or requires contacting any wireless attachment or other Facilities used by TDS or a Third Party licensee to provide mobile, fixed, or point-to-point wireless communications or Internet service.

1.17.3. **One-Touch Make Ready Work / OTMR:** Simple Make-Ready Work necessary to facilitate Attachments to a Pole that Licensee may elect to complete using a Qualified Contractor. Complex Make-Ready Work, Make-Ready work within Conduit Systems or Rights-of-Way, or Pole replacements are not considered OTMR.

1.17.4. **Third Party Make-Ready Work:** see Section 5.3.1.

1.18. **Manhole:** a large TDS-owned or controlled access point to underground facilities that allows personnel to enter the underground enclosure for purposes of installing, operating, maintaining, and repairing Conduit, Conduit Systems, and associated Rights-of-Way.

1.19. **NEC:** National Electrical Code

1.20. **NESC:** National Electrical Safety Code

1.21. **Non-OTMR Process:** the Make-Ready Work process outlined in Section 5, which applies to installations involving Make-Ready Work that must be performed by TDS.

1.22. **OSHA:** Occupational Safety and Health Administration.

1.23. **OTMR Process:** the Make-Ready Work process outlined in Section 6, which applies to installations involving One-Touch Make-Ready Work that Licensee is permitted to perform using a Qualified Contractor.


1.24. **Overlash:** to tie, drape, twist, lash, wrap, or otherwise affix a fiber optic cable, or other wires over or around an existing messenger strand or other cables or wires already affixed to, and maintained on TDS's Pole pursuant to a valid License. "Overlash" will not be construed to include Licensee's installation of any strand-mounted device or equipment other than a cable or wire.

1.25. **Pole:** a tall, upright structure owned and/or controlled by TDS that supports the TDS telephone communication network and Joint User electrical conductors. The term "Pole" does not include any facility over which TDS has no legal authority to construct or approve Attachments.

1.26. **Qualified Contractor:** a contractor that (a) is qualified to perform the work for which they will be hired; (b) is approved by TDS to perform the work for which they will be hired; (b) has agreed to follow and has acknowledged that it understands the applicable specifications and requirements set forth in this Agreement; and (c) maintains insurance in accordance with TDS' requirements.

1.27. **RF:** radio frequency

1.28. **Representative:** any individual or entity performing an a

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behalf of a party or its officers, directors, employees, or agents.

1.29. **Right-of-Way:** a right owned by TDS to use the land or other property of another party to place Poles, cables, and other structures and equipment. A Right-of-Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.30. **Service Drop:** a communications cable that is affixed to and extends from Licensee's licensed Attachment on a Pole to a new customer's premises, installed solely for the purpose of providing service to Licensee's new customer. Service Drops are billable as Attachments under this Agreement.

1.31. **Small Cell:** operator-controlled, low-powered radio access nodes, including those that operate in licensed spectrum and unlicensed carrier-grade Wi-Fi. The term "Small Cell" includes cells of various size that are based on femtocell technology, ranging from femtocells (the smallest) to picocells to microcells (the largest). Small Cells typically have a range from 10 meters to several hundred meters.

1.32. **Spare Capacity:** any space on Poles or in Conduits that is: not licensed by TDS to another licensee, not currently assigned or subject to a pending License application, not needed to meet TDS's present and foreseeable operational and maintenance needs, not required to be unoccupied by Applicable Law, or otherwise unavailable for reasons of safety, reliability, or generally applicable engineering purposes and other valid concerns.

1.33. **TDS Guidelines:** written specifications published by TDS relating to Attachments on Poles or within Conduits and Rights-of-Way, which are subject to change from time to time.

1.34. **Third Party:** a person or entity that is not a party to this Agreement, *i.e.*, any person or entity other than Licensee, TDS, and the TDS Affiliates listed in Schedule A.

1.35. **Unauthorized Attachment:** any cable, wire, equipment, or device, on a Pole or within a Conduit, for which no License was issued, or for which Licensee currently does not hold a valid License.

1.36. **Wireless Equipment:** antennas and Small Cell wireless communication devices used for the transmission of small cell or Wi-Fi technology solely to provide broadband transmission or broadband Internet access service, or any antenna, device, or equipment used to provide wireless communications service.

2. TERM; AUTHORIZATIONS

2.1. This Agreement is effective on the Effective Date and will continue in effect until terminated by either party in accordance with its terms.

2.2. By executing this Agreement, each party represents and warrants that: (a) it is a duly organized, validly existing business entity in good standing under the laws of the state in which the obligations under this Agreement are to be performed; and (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

2.3. Notwithstanding any other provisions of this Agreement, TDS shall have no obligation to perform under this Agreement until such a time as Licensee has obtained all authorizations required by Applicable Law to conduct business as a local exchange carrier, competitive local exchange carrier, cable television system operator, public utility, or other entity authorized to attach under Applicable Law.

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3. APPLICATIONS FOR LICENSES

3.1. Licenses Required for Attachment. Except as otherwise stated in this Agreement, Licensee has no authority to attach its Facilities to Poles and/or place its Facilities within Conduit Systems until TDS has issued an individual License authorizing such activity per Section 7. The placement of Licensee's Facilities and use of Poles, Conduit Systems, and related Rights-Of-Way will be determined in accordance with such Licenses and the procedures established in this Agreement.

3.2. Applications for New Attachments. Except as otherwise stated in this Agreement, Licensee must submit an application to TDS for each proposed Attachment to be placed on a Pole or in a Conduit. Licensee must contact [\[enter contact email\]](#) to obtain the most current version of TDS's application forms. TDS may periodically update its application forms and/or adjust all application-related fees to reflect changes in TDS's operating and administrative procedures and costs.

3.3. No additional License Required for Overlashing. An additional License is not required for Licensee to Overlash any Attachment that Licensee maintains pursuant to a valid License.

3.4. Applications for Replacement of Facilities. If Licensee desires to replace its Facilities with new ones that are substantially different from those described in the applicable License(s), Licensee must apply for and receive a new License specifically describing the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other replacement Facilities to be attached.

3.5. Submission Requirements.

3.5.1. At a minimum, each new application shall include: (a) a fully completed application form; (b) full payment of the applicable application-related fees; (c) a survey, if required by Section 3.7; and (d) a route map construction drawing identifying the locations of the Pole(s) and/or Conduits Licensee wants to occupy. Additionally, each application for a Pole Attachment must include a pole loading analysis, including vertical clearance and structural analyses, performed by a licensed professional engineer at Licensee's sole cost and expense.

3.5.2. Licensee must indicate in their application materials whether it believes the proposed installation is eligible to proceed under the OTMR Process.

3.5.3. Licensee must submit separate applications for installations that may proceed under the OTMR Process and those that must proceed under the Non-OTMR process.

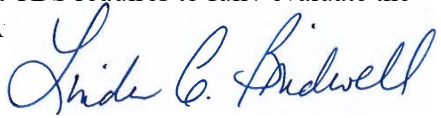
3.5.4. Any application submitted under the OTMR Process shall include only work that Licensee's proposed contractor has certified in the application is Simple Make-Ready Work.

3.6. Initial Review for Completeness; Updating Incomplete License Applications.

3.6.1. Within 10 business days after an application's submission date, TDS will review the application and notify Licensee via email whether the application is considered complete or incomplete.

3.6.2. An application is considered complete when TDS has received payment of the applicable application-related fees and determined that the application (a) meets TDS's minimum requirements; (b) contains all of the information requested on TDS's current application form; and (c) includes each of the specific data points, documents, and materials that TDS requires to fully evaluate the safety, reliability, engineering, and capacity impacts of the proposed Attachment.

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3.6.3. If TDS determines that Licensee's application is incomplete, TDS shall send Licensee an initial written response (email to the Operational point of contact is sufficient) stating the nature of each deficiency and the data, information, document(s), or other materials required to complete the application. Licensee will have five business days after receiving TDS's notice to update its Application with the missing materials. If TDS does not receive any additional materials within that period, TDS may automatically deny the application.

3.6.4. Within five business days after receiving an applicant's updated materials, TDS will review them and notify Licensee via email whether they adequately address each deficiency identified in the original application. TDS may reject as incomplete any updated application that omits information, documents, or materials specifically required by TDS's initial response to Licensee.

3.6.5. If the application remains incomplete upon TDS's subsequent review(s), Licensee may continue to update its application as long as each update demonstrates a bona fide attempt to offer new information, documents, or materials intended to resolve a deficiency identified by TDS.

3.7. Surveys for OTMR Work on Poles. In cases where Licensee is eligible to proceed under the OTMR Process, each Pole Attachment application must include a survey of the Pole(s) impacted by Licensee's proposed Attachment(s).

3.7.1. Each survey must be performed by a Qualified Contractor retained by Licensee at Licensee's sole cost and expense.

3.7.2. Licensee must provide written notice to TDS at least three business days before the scheduled survey. The notice must state the date, time, and location of the survey work and the name and contact information of Licensee's Qualified Contractor.

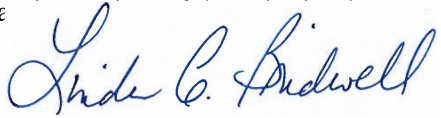
3.7.3. Licensee must use commercially reasonable efforts to coordinate the date and time of any survey-related field inspection with TDS, provided that such efforts do not result in unreasonable delay.

4. PROCESSING OF LICENSE APPLICATIONS

4.1. Application Priority. TDS will process License applications in the order in which they are completed. If Licensee has multiple completed applications on file with TDS, Licensee should communicate each application's priority level to TDS.

4.2. Accommodations for Multiple Applications from Different Licensees. When multiple License applicants seek to place their facilities on Poles or in Conduit Systems simultaneously, the Make-Ready Work required to accommodate these multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant. Additionally, issues relating to the proper apportionment of costs arise in multiple-applicant situations that do not arise in single-applicant situations. Therefore, cooperation and negotiations between all applicants and TDS may be necessary to resolve logistical issues and disputes. Licensee agrees to cooperate with TDS and its fellow license applicants in these situations and to negotiate in good faith to achieve a mutually acceptable outcome.

4.3. Substantive Application Review. When TDS determines that a license application is complete and all application-related fees are paid, TDS will commence a full, substantive review of the application materials.

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4.3.1. TDS will review each complete application and perform an on-site inspection to evaluate: (a) whether sufficient capacity exists on each requested Pole or within each requested Conduit to support Licensee's proposed Attachment; (b) whether the proposed Attachment raises safety, reliability, or engineering concerns; and (c) whether Make-Ready Work is needed.

4.3.2. TDS in its sole discretion will determine whether there is sufficient space to accommodate Licensee's Attachment. TDS will not be required, under any circumstance, to provide access to any Pole or Conduit where insufficient capacity exists, or where TDS determines, in its sole discretion, that an Attachment should be denied due to safety concerns, reliability issues, compliance with generally applicable engineering standards, or requirements imposed by Applicable Law.

4.4. Removal of an Application from the OTMR Process. If TDS determines during its substantive review that a License application submitted under the OTMR Process requires Complex Make-Ready Work, TDS will reject the application and instruct Licensee to either: (a) bifurcate its application, or (b) re-submit its application in its entirety under the Non-OTMR Process.

4.5. Notice of Approval or Denial. After TDS completes its substantive review of each License application, TDS will notify the applicant via email whether the requested License is approved or denied. This notice is not a License and does not authorize Licensee to install any Attachments on a Pole or in a Conduit. TDS will approve or deny each application that is eligible for the OTMR Process within 15 days after it is determined to be complete; all other applications will be approved or denied within 10 days after they are determined to be complete.

4.6. Required Third Party Approvals.

4.6.1. Licensee shall be solely responsible for obtaining permission from any landowner or other Third Party required to attach to a Pole or occupy a Conduit.

4.6.2. Additionally, Licensee shall be solely responsible for obtaining any building licenses, permits, authorizations or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities.

4.6.3. Licensee will not attach or place its Facilities on a Pole or in a Conduit System or Right-Of-Way if it has not first obtained all required authorizations.


4.6.4. Upon TDS's request, Licensee will promptly provide evidence that it has obtained all appropriate authorizations. Such request, however, shall not delay TDS's substantive review of Licensee's application.

4.7. No Reservation of Pole or Conduit Space. Licensee shall not have access to any specific Pole or Conduit unless such access is explicitly provided to Licensee in TDS's written License approval notice. A License application does not constitute a reservation of space on any Pole or in any Conduit.

4.8. Duct Reservation. TDS reserves one Duct in each Conduit for emergency and maintenance purposes. The reserved Duct will be equally accessible by and available to any person or entity with TDS-approved equipment in the Conduit to use and maintain such equipment and to restore such equipment in an emergency. If Licensee seeks a License for an Attachment that, in TDS's sole discretion, interferes with this Duct reservation, TDS may deny the application.

4.9. Insufficient Spare Capacity. TDS may refuse to issue a License if TDS makes the sole reasonable judgment that the issuance of such License is not possible.

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Capacity.

5. COMPELX MAKE-READY WORK VIA THE NON-OTMR PROCESS

The Non-OTMR Process outlined in this section applies to all approved Attachments that require Complex Make-Ready Work, which can only be performed by TDS. TDS will not issue any License until all required Make-Ready Work is complete.

5.1. Determination of Necessary Make-Ready Work. TDS's License approval notice will describe all Make-Ready Work required before Licensee may install its approved Attachments.

5.1.1. TDS shall have the exclusive right to determine the nature and scope of all Make-Ready Work that may be needed to support Licensee's proposed Attachment and address safety, reliability, engineering, or capacity concerns.

5.1.2. Based on its review of Licensee's complete application and any related survey, TDS may approve Licensee's proposed plans for Make-Ready Work or require modifications to such plans, as TDS may determine are needed to address a specific safety, reliability, engineering, or capacity concern.

5.1.3. TDS may determine that an existing Pole must be replaced with a taller and/or stronger Pole if there is insufficient Spare Capacity on the existing Pole or if safety, reliability, or engineering standards preclude the addition of Licensee's proposed Attachments. Licensee is responsible for all costs associated with the Pole replacement, including the actual cost of the new Pole plus the cost of removing the existing Pole. Additionally, Licensee will reimburse TDS and each Third Party attacher affected by the Pole replacement for the full cost of removing each party's authorized facilities from the existing Pole and constructing the same or similar facilities on the newly-installed Pole. Each new Pole set by TDS shall be the property of TDS, regardless of any payments made by Licensee toward its cost, and Licensee shall acquire no right, title, or interest in or to such Pole or any existing or future attachments to the Pole.

5.2. Estimate of TDS Costs. If Licensee intends to proceed with its approved Attachments, TDS will provide Licensee with an itemized estimate of all fees associated with the necessary Make-Ready Work to be performed by TDS within 14 days after approving a License application. If it is not commercially feasible for TDS to prepare an estimate, TDS will proceed with the work on a cost-plus basis.

5.2.1. Licensee is responsible for all costs TDS incurs to prepare each fee estimate, regardless of whether Licensee accepts the estimate or moves forward with the approved Attachment(s).


5.2.2. TDS will present each fee estimate on a per-project basis.

5.2.3. Licensee must provide written notice to TDS of its acceptance of the estimate and related terms within 14 days of receipt. If Licensee fails to provide timely notice of acceptance, TDS may revoke the estimate and treat Licensee's approved application as withdrawn.

5.3. Third Party Costs; Limitation of TDS's Liability.

5.3.1. The parties acknowledge and agree that certain required Make-Ready Work may need to be performed exclusively by Third Party attachers and their contractors ("Third Party Make-Ready Work").

5.3.2. If Third Party Make-Ready Work is required, Lic

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related Third Party fees directly from the Third Party attachers.

5.3.3. All Third Party Make-Ready Work will be subject to rates, terms, and conditions that the responsible Third Parties may impose without the prior advice or consent of TDS.

5.3.4. TDS will not negotiate any rates, terms, or conditions for Third Party Make-Ready Work on behalf of Licensee, and TDS makes no representations whatsoever with respect to the fairness or reasonableness of such rates, terms, and conditions, or whether such rates, terms, and conditions comply with Applicable Law.

5.3.5. To the extent the FCC's rules require TDS to provide an estimate of fees for any Third Party Make-Ready Work performed under this Agreement, TDS disclaims and makes no assurance or representation that such estimate provides an accurate statement of the actual costs incurred by a Third Party attacher, or its contractor, to perform required Third Party Make-Ready Work.

5.3.6. TDS will not be liable to Licensee for any discrepancies between a Third Party's final invoice of Third Party Make-Ready Work fees and the estimate provided by TDS. Licensee shall reconcile any discrepancies directly with the responsible Third Party attacher or contractor.

5.3.7. TDS may present to Licensee, in lieu of its own estimate of Third-Party Make-Ready Work fees, a compilation of individual estimates provided by each Third Party attacher for which Third Party Make-Ready Work is required.


5.3.8. Licensee shall be solely responsible for the prompt and timely payment of all fees for Third Party Make-Ready Work, and in no event shall TDS be required to pay fees for Third Party Make-Ready Work on Licensee's behalf.

5.4. Payment; Scheduling and Performance of Make-Ready Work Performed by TDS. Licensee shall remit payment to TDS for the full amount of estimated Make-Ready costs within 30 days after approving the estimate. If Licensee fails to remit payment within this time period, TDS may revoke the estimate and treat Licensee's approved application as withdrawn. TDS will not schedule or perform any Make-Ready Work until the estimated fees are paid in full. TDS shall schedule and complete the Complex Make-Ready Work after receiving Licensee's payment of the estimated fees.

5.5. Final True-Up Invoice for Make-Ready Work Completed by TDS. TDS will submit to Licensee a final invoice of fees for the Make-Ready Work completed by TDS within 60 days after completion of the work. If the final fee amount invoiced by TDS exceeds the estimated fee amount paid by Licensee, TDS shall provide a statement of its actual costs with sufficient detail for Licensee to determine the basis for any variation from the estimate.

5.6. Licensee's Self-Help Right. If TDS fails to complete any required Complex Make-Ready Work within the applicable time period required by the FCC's rules, and such time period has not been extended or tolled in accordance with the FCC's rules or by mutual agreement of the Parties, Licensee may perform the incomplete Complex Make-Ready Work using a Qualified Contractor. Licensee shall provide written notice to TDS per Section 28 of its intent to exercise its self-help right under this section (the "Self-Help Notice"). The Self-Help Notice shall comply in form and substance with the FCC's rules and orders and the TDS Guidelines. Licensee shall send a copy of the Self-Help Notice to all Third Parties that have been impacted by its self-help work. The Self-Help Notice shall be delivered to each mandatory recipient at least five days before the self-help work is scheduled to occur, or at least three business days before the self-help work is scheduled to occur. Licensee shall update the Self-Help Notice to reflect a

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date and time of the scheduled self-help work and/or survey. The same advance notice periods shall apply to such updates.

6. SIMPLE MAKE READY WORK VIA THE OTMR PROCESS

The OTMR Process outlined in this section applies to all approved Attachments that only require certain Simple Make-Ready Work that Licensee has elected to complete using a Qualified Contractor. TDS will not issue any License until all required Make-Ready Work is complete.

6.1. Notice of Scheduled Work. Licensee shall provide at least 15 days advance written notice to TDS and any impacted Third Party attacher before performing the Simple Make-Ready Work using a Qualified Contractor. The notice must include the date and time of the Make-Ready Work, a description of the Make-Ready Work, and the name of the Qualified Contractor performing the Make-Ready Work. Licensee must provide TDS and any impacted Third Party attacher an optional opportunity to be present for the Make-Ready Work.

6.2. Removal from the OTMR Process. If at any time during the OTMR Process Licensee or TDS determines that the Make-Ready Work is actually Complex Make-Ready Work, the determining party must provide immediate notice to the other party of its determination and the impacted Pole or Conduit. If Licensee is the determining party, Licensee must immediately suspend its Make-Ready Work; if TDS is the determining party, Licensee must suspend its Make-Ready Work upon direction from TDS. The Make-Ready Work will then be governed by the Non-OTMR Process. Licensee agrees to coordinate with TDS to proceed with any pending or ongoing Make-Ready Work under the applicable requirements of the Non-OTMR Process.

6.3. Notice of Completion. Licensee must provide written notice of completion of OTMR to TDS and each impacted Third Party attacher within 15 days after Licensee's Attachment is fully constructed.

7. ISSUANCE OF LICENSES

7.1. Licensee shall have no authority to attach its Facilities to any Pole or to place its Facilities in any Conduit System unless TDS has issued a License.

7.2. TDS will only issue a License after Licensee remits payment of any required fees and all required Make-Ready Work has been completed and approved.

7.3. Licensee's access to, occupancy, and use of the Poles or Conduits identified in the License is subject to all of the terms and conditions outlined in this Agreement, which shall be deemed incorporated into each License.

7.4. Granting a License is, in all instances, subject to considerations of TDS's service requirements including considerations of capacity, safety, reliability and generally applicable engineering purposes.

7.5. Licensee must physically occupy its assigned space on the Pole(s) or Conduit(s) within 90 days after TDS issues the License. If Licensee fails to occupy its assigned space within the period of time, TDS may immediately terminate the License.

8. SCOPE OF LICENSES

8.1. Limited Scope. Each License issued under this Agreement

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place its Facilities only on the Poles or in the Conduits or Rights-Of-Way specifically described in the License, and no others.

8.2. Access Rights. TDS shall provide Licensee with equal and nondiscriminatory access to the Poles and Conduit Systems identified in the applicable License to the extent required by law.

8.3. Licenses Are Revocable and Non-Exclusive. Any License issued by TDS under this Agreement is revocable by TDS and non-exclusive. Neither this Agreement nor any License issued hereunder grants Licensee any exclusive authorization, rights or privilege. TDS may grant, renew and extend rights and privileges to Third Parties to use any Pole or Conduit System covered by this Agreement.

8.4. No Interest in TDS Property. Neither this Agreement nor any License grants Licensee (a) any interest in the Poles, Conduits, Rights of Way, or related facilities or property; or (b) any rights to use TDS's fee or easement properties for any reason other than the purpose indicated in the applicable License. Nothing in this Agreement or any License will create or vest in Licensee any ownership or property right in Poles, Conduits, or Rights-Of-Way.

8.5. Lawful Purposes. All Facilities placed by Licensee on Poles or in Conduit Systems or Rights-Of-Way must serve a lawful purpose and their use must comply with Applicable Law. No License authorizes Licensee to utilize any facilities occupying or attached to Poles, Conduit Systems, or Rights-of-Way to provide any services Licensee is not authorized by law to provide or to enable any other person or entity to provide unauthorized services.

8.6. Additional Limitations. Nothing in this Agreement or any License shall be construed to:

8.6.1. Restrict TDS's right to relocate, maintain, and operate its Poles, Conduit Systems, Rights-Of-Way, and related facilities in such a manner as will best enable TDS to fulfill its own service requirements;

8.6.2. Require TDS to install, retain, extend, repair, replace or maintain any Pole, Conduit, or Right-Of-Way that is not needed for TDS's own service requirements;

8.6.3. Limit, restrict or prohibit TDS from fulfilling any agreement or arrangement regarding Poles, Conduit Systems, or Rights-Of-Way into which TDS has previously entered, or may enter in the future, with Third Parties;


8.6.4. Affect, restrict or impair the right of TDS to convey, transfer, mortgage, or assign to any other person or entity any interest in real or personal property, including any Poles, Conduits, or Rights-Of-Way;

8.6.5. Interfere with TDS's rights to locate, relocate, move, remove, replace, modify, maintain, and operate TDS's Poles, Conduit Systems or Rights-Of-Way or related facilities on or in TDS's Poles, Conduits or Rights-Of-Way at any time and in any reasonable manner which TDS deems appropriate to serve customers, avail itself of new business opportunities, or otherwise meet its business needs; or

8.6.6. Interfere with TDS's rights to enter into new license agreements or arrangements with other persons or entities permitting said persons or entities to attach or place their Facilities on or in TDS's Poles, Conduits or Rights-Of-Way;

8.6.7. Convey or assign either party's rights to use any f

8.6.8. Confer on one party any right to interfere with the

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or private Rights-Of-Way;

8.6.9. Affect any of the rights or privileges previously conferred by TDS, or by law, to Third Parties;

8.6.10. Require Licensee to bear any costs and/or expenses that the Communications Act or other Applicable Law require to be allocated to another person or entity.

8.7. No Right to Sublicense. Except as otherwise specifically provided herein, this Agreement shall not be construed to authorize Licensee to confer on any other person or entity, whether by sublicense or by other means, any of its rights under this Agreement, without the prior written consent of TDS, and Licensee acknowledges and agrees that TDS shall have the sole right to grant and extend such rights and privileges.

8.8. No Right to Interfere with Facilities of Others. The provisions of this Agreement and any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any Third Party's Facilities except to the extent expressly provided by the provisions of this Agreement or any License .

8.8.1. Licensee acknowledges that the Facilities of Third Parties may be attached to or occupy TDS's Poles, Conduits and Rights-Of-Way.

8.8.2. TDS shall not attach or give permission to any Third Parties to attach its Facilities to Licensee's Facilities without Licensee's prior written consent.

8.8.3. Licensee shall not Overlash to the Facilities of a Third Party without the notification and receipt of written authorization from TDS (email to the Operational point of contact is sufficient).

8.9. Access and Use of Poles and Conduits.

8.9.1. The right of attachment accorded to Licensee pursuant to each individual License is the non-exclusive right to use the Pole(s) or Conduit(s) identified in the License for the purposes and in the manner expressly contemplated under this Agreement.

8.9.2. Licensee acknowledges and agrees that all available Pole and Conduit space is licensed on a temporary basis, subject to TDS's bona fide plan for future use; and further, that TDS expressly reserves its right to reclaim for its own use any Pole or Conduit space previously licensed to Licensee, at any time, if such space becomes needed for TDS's operations.

8.9.3. Licensee shall not alter any TDS Pole, Conduit, or other TDS property, except to the extent specifically authorized by the applicable License.

8.9.4. Licensee shall not interfere with TDS's present or future use of any Pole or Conduit.


8.9.5. Under no circumstances shall Licensee place any signage, logos, or graphics on Poles or Licensee's Facilities, except to the extent required by Applicable Law or this Agreement.

8.10. Access and Use of Rights-Of-Way; Legal Rights of Third Party Property Owners

8.10.1. Licenses granted under this Agreement authorize Licensee to place its Facilities on or in Poles, Conduits, and Rights-Of-Way owned or controlled by TDS, but do not affect the rights of landowners to control terms and conditions of access to their property.

8.10.2. TDS will afford Licensee access to and use of all

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where Licensee's Facilities will be located but only to the extent TDS is permitted to assign or transfer such Right-of-Way per TDS's underlying license agreement with the property owner, municipality, or other party owning or controlling the Right-of-Way (each, a "ROW Owner").

8.10.3. If TDS's underlying license agreement does not permit TDS to assign or transfer its rights to access and use the Right-of-Way, Licensee shall be responsible for obtaining such permission from the appropriate ROW Owner. TDS will cooperate with Licensee in obtaining such permission, but TDS has no responsibility to obtain or negotiate rights-of-way for the benefit of Licensee. Additionally, TDS makes no guaranty that any ROW Owner shall make such right-of-way available for Licensee's use.

8.10.4. Licensee shall not construct, install, or maintain any Attachment in any place or location where Licensee has not obtained the required permission, license, right-of-way, or other right authorizing Licensee, or its Attachment, to be present in such place.

8.10.5. Licensee shall comply with all requirements imposed by a ROW Owner, including any required insurance coverage. Upon request, Licensee shall provide to TDS documentation, including Certificates of Insurance, that TDS reasonably requires as proof of Licensee's compliance with ROW Owner requirements.

8.10.6. If Licensee is unable to obtain from a ROW Owner any consent, permission, license, or other right legally required to construct, install, or maintain its Attachment, Licensee shall immediately remove the affected Attachment from the right-of-way.

9. SPECIFICATIONS FOR LICENSEE ATTACHMENTS AND OTHER FACILITIES

9.1. Compliance. Licensee agrees that its Facilities shall be constructed, placed, maintained, operated, and removed in accordance with the specifications set forth in the TDS Guidelines, the terms and provisions of this Agreement and the applicable License, industry standards, and Applicable Law. Additionally, all of Licensee's Facilities shall be firmly secured and supported in accordance with industry standards. Licensee shall establish appropriate procedures and controls to ensure such compliance by all Licensee Representatives.

9.2. Published Standards Incorporated in this Agreement by Reference.

9.2.1. All of Licensee's Facilities shall comply with Applicable Law, TDS Guidelines, and/or rules issued by other authorities having jurisdiction over such Facilities. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current editions of the following publications, each of which is incorporated by reference as part of this Agreement:

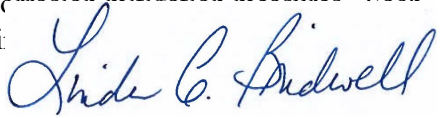
9.2.2. The National Electrical Code (NEC); and

9.2.3. The National Electrical Safety Code (NESC).

9.3. Additional Specifications for Conduit Occupancy.

9.3.1. Licensee's Facilities placed in a Conduit System shall be subject to electrical and physical design specifications outlined in the TDS Guidelines.

9.3.2. Neither party shall circumvent the other party's c... party's new Facilities shall be compatible with existing Facilities withi... damage any Facilities by corrosion or chemical reaction.

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9.3.3. TDS may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into a Conduit System as well as their placement.

9.4. Environmental Safety.

9.4.1. Licensee acknowledges that, from time to time, environmental contaminants may enter TDS's Conduit System and accumulate in Manholes or other Conduit System facilities.

9.4.2. Licensee will presume that all Conduits not fabricated of plastic, tile, or wood contain asbestos and will handle them pursuant to all applicable regulations relating to worker safety and environmental protection.

9.4.3. TDS makes no warranties or representations of any kind to Licensee or Licensee Representatives that TDS's Conduit System or any specific portions thereof will be free from environmental contaminants at any time.

9.5. Differences in Standards or Specifications. If there are differences in any applicable standards or specifications, the most stringent standard or specification will apply.

10. CONSTRUCTION PREREQUISITES AND PROCEDURES

10.1. TDS Not Responsible for Constructing Licensee Facilities or Placing Licensee Attachments. Licensee is solely responsible for constructing its Facilities and attaching or placing its Attachments on Poles or in Conduit Systems or Rights-Of-Way at its sole cost and expense except to the extent: (a) this Agreement or any License expressly states that TDS will perform such work; (b) action by TDS is necessary to facilitate the interconnection of unbundled network elements; (c) action by TDS is required under the Communications Act or any other Applicable Law. Except in these limited circumstances, TDS shall have no obligation to construct any Licensee Facilities or place Licensee's Attachments on Poles or within Conduit Systems or Rights-Of-Way.

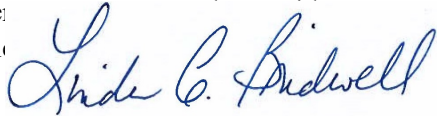
10.2. Licensee's Duty to Verify Work Conditions. Licensee shall not authorize any Licensee Representative to perform any work on Poles or within Conduit Systems and Rights-Of-Way without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Poles, Conduit Systems and Rights-Of-Way is suitable for the work to be performed. If Licensee or any Licensee Representative determines that the condition of the Poles, Conduit Systems or Rights-Of-Way is not suitable for the work to be performed, Licensee must notify TDS of the condition of the Poles, Conduit Systems or Rights-Of-Way in question (email to the Operational point of contact is sufficient) and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.3. **NO WARRANTY OF RECORDS OR INFORMATION.** LICENSEE ACKNOWLEDGES THAT RECORDS AND INFORMATION THAT MIGHT BE PROVIDED BY TDS MAY NOT REFLECT CURRENT FIELD CONDITIONS AND THAT PHYSICAL INSPECTION MAY BE NECESSARY TO VERIFY THE PRESENCE AND CONDITION OF OUTSIDE FACILITIES AND RIGHTS-OF-WAY. IN PROVIDING SUCH RECORDS AND INFORMATION, TDS ASSUMES NO LIABILITY OR RESPONSIBILITY TO LICENSEE OR ANY THIRD PARTY FOR ERRORS OR OMISSIONS COMMITTED THEREIN.

10.4. Construction Schedule. After TDS issues a License, Licensee shall provide TDS with an updated schedule for construction of its Facilities on the applicable

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Conduit Systems or Rights-Of-Way. Thereafter, Licensee must promptly notify TDS of any changes to the construction schedule (email to the Operational point of contact is sufficient). Construction schedule information must include, at a minimum, the following:

10.4.1. The name, title, business address, and business telephone number of the manager responsible for construction of Licensee's Facilities;

10.4.2. The names of each contractor and subcontractor that will be involved in the construction activities;

10.4.3. The estimated dates when construction will begin and end; and

10.4.4. The approximate dates when Licensee Representatives will be performing construction work.

10.5. Prior Authorization of Licensee Work Required. Except in the case of an emergency where prior authorization is not reasonably practical, any work by Licensee Representatives on Poles or in Conduit Systems or Rights-Of-Way may be done only when specific authorization for such work has been obtained in writing in advance from TDS.

10.6. Additional Pre-construction Procedures. The following procedures shall apply before Licensee places Facilities on a Pole or within a Conduit System:

10.6.1. TDS will designate the particular Duct or Ducts or inner-Ducts (if available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit TDS' Conduit System, and specific location and manner of installation of any associated equipment which is permitted by TDS to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of TDS.

10.6.2. TDS will specify the point of attachment for Licensee's Facilities on each Pole. When the Facilities of more than one Applicant are involved, TDS will attempt, to the extent practicable, to designate the same relative position on each Pole for each Applicant's Facilities.


10.7. Compliance. Licensee shall perform all work according to existing industry standards and practices and the requirements and specifications set forth in this Agreement and any License issued hereunder.

10.8. No Liens or Encumbrances on TDS's Property. Licensee shall not permit any mechanic's lien, material man's lien, or any other lien, claim or security interest to attach to or encumber any of TDS's real or personal property at any time. If any lien or other encumbrance is placed on the Attachments due to the actions of Licensee or a Licensee Representative, Licensee shall promptly discharge such lien or encumbrance without cost or expense to TDS.

10.9. Identification Tags. Each of Licensee's new Attachments must be marked by Licensee with its identification symbol. Where Licensee performs any maintenance on, or rearranges, transfers, relocates, or modifies any Attachment that was not previously tagged, Licensee must additionally tag such attachment.

1.1. Notice of Completion; Post-Installation Procedures. Licensee must notify TDS within 15 after the installation of its Attachments is complete (email to Operational Point of Contact is sufficient) so TDS can schedule any necessary inspection per Section 18. Upon request, Licensee evidence that construction was performed in accordance with all applicable

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10.10. Notice of Damage or Outage. Licensee shall exercise reasonable care to avoid damaging existing Attachments and other Facilities on Poles or within Conduits or Rights of Way that belong to TDS or Third Party attachers. If Licensee damages any existing Facilities on a Pole or in a Conduit or causes an outage that is reasonably likely to interrupt service, Licensee must notify TDS and the impacted Third Party attacher(s) immediately (email to the Operational point of contact with a follow up phone call to confirm receipt is sufficient). Upon receiving such a notice, the impacted Third Party attacher may either: (a) complete the necessary repairs and remedial work and bill Licensee for the reasonable costs associated with such repairs and work; or (b) require Licensee to fix the damage or outage at Licensee's expense immediately following notice from the impacted Third Party attacher. TDS will repair any damage to its equipment and bill Licensee for the reasonable costs associated with such repairs and work.

11. NOTICE REQUIRED BEFORE ACCESSING POLES, RIGHTS OF WAY, OR MANHOLES

11.1. Access to Poles and Rights of Way. Licensee must give reasonable (but not less than 48 hours') advance notice to TDS before performing any work not of an emergency nature on Poles or in Rights-Of-Way. Additionally, Licensee must give reasonable notice to any affected municipal or governmental authority or private landowner as appropriate before commencing the construction of its Facilities or making any material alterations thereto.

11.2. Access to Conduits. Upon Licensee's request and at Licensee's sole expense, TDS will provide Licensee access to and from Conduits and/or Conduit Systems to the extent necessary for Licensee to perform work on its Attachments. This access will be limited to access and entry via Manholes or Handholes.

11.2.1. For non-emergency work, Licensee must notify TDS in writing (email to the Operational point of contact is sufficient) at least 14 days before it desires to enter Conduits or Conduit Systems via Manholes or Handholes. The access notice must contain a detailed description of the nature of the work to be performed, the Attachments affected by the work, the estimated time required to fully perform the work and any applicable permits or maintenance of traffic drawings. Licensee's entry and work will be conducted during normal business hours, except as may be otherwise agreed to by the parties or mandated by any applicable permitting authority or Applicable Law. TDS may deny Licensee's access request in its sole discretion.

11.2.2. For emergency work, Licensee may give oral notice to TDS's Operational Point of Contact identified in Section 28 of when entry into Conduits or Conduit Systems will take place as far in advance of the entry as reasonably possible.

11.2.3. TDS may have an employee or representative present during Licensee's entry into Conduits or Conduit Systems. Licensee will reimburse TDS for the cost associated with the presence of TDS's employee or representative.

11.2.4. Any opening or entry by Licensee or its representatives of or into Manholes, Handholes, Conduits, or Conduit Systems without prior notification and TDS approval will be considered an unauthorized entry. In addition to any other rights and remedies to which TDS may be entitled, TDS may charge Licensee \$500.00 per unauthorized entry.

12. NOTICE AND APPROVAL FOR OVERLASHING

12.1. Licensee shall not Overlash, or permit any Third Party to

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first submitting to TDS written notice of the proposed Overlash at least 15 days before the work is scheduled to occur.

12.2. The written notice shall include, at a minimum: (a) the entity name and the primary contact information for both parties involved in the Overlashing; (b) the precise location of the proposed Overlashed Attachment; and (c) any other information required by the TDS Guidelines, as are in effect on the date of Licensee's written notice.

12.3. TDS shall have the exclusive right to determine, in consideration of both wind and weight load factors, whether sufficient capacity exists to accommodate the work proposed in Licensee's Overlash notice. If TDS determines, in its sole discretion, that any revisions to the work proposed in Licensee's Overlash notice are needed to ensure safety, reliability, and sound engineering, then TDS shall prescribe all such modifications and revisions in a timely written response to Licensee, and Licensee shall be required to Overlash in a manner consistent with all such modifications and revisions that TDS may prescribe.

12.4. Licensee shall provide written notice to TDS (email to the Operational point of contact is sufficient) within 15 days after the work proposed in Licensee's Overlash notice is complete. TDS may then perform a post-installation inspection of such work per Section 27.

12.5. The terms and provisions of this Section 12 do not and shall in no way be construed to authorize Licensee to install, operate, or maintain any strand-mounted device or equipment, of any kind or nature, without TDS's prior written approval.

13. MAINTENANCE AND OPERATION OF LICENSEE'S FACILITIES

13.1. Licensee Solely Responsible for the Condition and Maintenance of Licensee's Facilities.

13.1.1. Licensee is responsible at all times for the condition of its Facilities and its compliance with Applicable Law and the requirements specified in this Agreement. Licensee must maintain its Facilities in accordance with the provisions of this Agreement and any applicable License.

13.1.2. TDS has no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including, but not limited to, splices and other connections) located on Poles or in Conduits, Rights-Of-Way, or other TDS Facilities (e.g., Anchor/Guy Strands).

13.1.3. TDS has no obligation to maintain any of Licensee's Facilities connected to or placed on Poles or in Conduit Systems or Rights-Of-Way, except to the extent required by the Communications Act or other Applicable Law. TDS has no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

13.2. No Obstruction of TDS Facilities. Licensee shall maintain and operate its Attachments in a manner that ensures TDS's full and free access to all of its Facilities.

13.3. Reporting Observed Safety Hazards or Imminent Facility Failure Conditions. Each party must promptly notify the other party per Section 28 of any safety hazards or imminent facility failure conditions that it discovers. Each party must also use commercially reasonable efforts to notify any other affected parties that can be readily identified, including Third Party attachers and Joint Users. Licensee will require all Licensee Representatives and Qualified Contractors to report unsafe conditions on, within, or in the vicinity of Poles, Conduit Systems, or Rights-Of-Way to Licensee, who shall promptly repo

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13.4. Electricity to Attachments. It is Licensee's sole responsibility to arrange for, and to furnish all needed electrical service and electrical connections for its Attachment. TDS has no obligation to furnish back-up electricity generators for any reason.

13.5. Noise Limitations. Licensee will limit noise emissions from Licensee's equipment to levels undetectable to nearby residences and business locations and respond promptly to any complaints of noise emissions. TDS may require Licensee, at any time, to eliminate noise emissions by modifying its Attachment or removing it from a Pole. TDS is not responsible for any noise emissions caused by Licensee's Attachments.

13.6. Vegetation Trimming. Licensee shall be solely responsible for vegetation trimming on or around its Attachments.

13.7. Information Concerning the Maintenance of Licensee's Facilities. Licensee must provide TDS with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities and must thereafter notify TDS of changes to such information per Section 28. Upon TDS's request, the manager must identify any Licensee Representative performing maintenance activities on Licensee's behalf at a specified site and provide additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that all Licensee Representatives are complying with the requirements of this Agreement and Licenses issued hereunder.

13.8. Emergency Repairs. Licensee shall be responsible for making emergency repairs to its Facilities and for formulating appropriate plans and practices that will enable it to make such emergency repairs. TDS shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities, however TDS may make such repairs if, in its sole discretion, such repairs need to be made to protect TDS Facilities. Licensee will reimburse TDS for the actual costs of such emergency repairs.

13.9. Remediation. Licensee must promptly remediate any violation of Applicable Law, the TDS Guidelines, the terms and provisions of this Agreement or any License, or industry standard safety, reliability, or engineering practices at its sole cost and expense.

14. MAKE-READY WORK REQUESTED BY THIRD PARTY ATTACHER


14.1. Upon written notice from TDS provided in accordance with 47 C.F.R. § 1.1411(e), Licensee will coordinate with, and fully perform, within the time period required by the FCC's rules, any Make-Ready Work on its Attachment(s) requested by a Third Party attacher, as described in TDS's written notice.

14.2. All such Make-Ready Work will be performed at the sole cost and expense of the Third Party attacher, and Licensee is entitled to recover such costs and expenses exclusively from such Third Party attacher. The Third Party attacher will reimburse Licensee directly without involvement from TDS.

14.3. If Licensee fails to perform Make-Ready Work as requested by a Third Party attacher, the Third Party attacher may exercise its own self-help right per the FCC's rules and orders. In that event, TDS will not be liable for any loss or damage to Licensee's affected Attachments, any interference with Licensee's operation of its affected Attachments, or any loss of business that may result from any Make-Ready Work that the Third Party attacher or its contractor may perform.

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15. MODIFICATION OR RELOCATION OF LICENSEE'S FACILITIES

15.1. Modification or Relocation Requests by Licensee.

15.1.1. Notification Requirements. Licensee must notify TDS in writing (email to the Operational point of contact is sufficient) at least 60 days before relocating, replacing, or otherwise modifying its Facilities. The notice must contain sufficient information to enable TDS to determine whether the proposed modification is permitted under Licensee's present License or requires a new or amended License.

15.1.2. Make-Ready Work Caused by Licensee's Request. If Licensee's request to modify Licensee's Facilities requires TDS and/or other Third Party attachers to rearrange their respective facilities, Licensee shall advise TDS of the Make-Ready Work it believes necessary to accommodate Licensee's modification.

15.1.3. New License Required. Licensee may need to apply for a new License if the proposed modification of its Facilities: (a) requires that Licensee use additional space on Poles, Conduit Systems or Rights-Of-Way on either a temporary or permanent basis; or (b) results in the size or location of its Facilities being different from those described and authorized in Licensee's existing License.

15.2. Modification or Relocation Requests by TDS or a Third Party Attacher. Licensee agrees to rearrange its Facilities: (a) to comply with changes in the TDS Guidelines or Applicable Law; (b) to facilitate TDS's relocation, repair, replacement, maintenance, or modification of its Poles, Conduit Systems, and related facilities; and (c) to accommodate Third Party attachers.

15.3. Responsibility for Modification or Relocation Costs.


15.3.1. Licensee is responsible for any costs associated with relocating, replacing, or otherwise modifying its Facilities, except as outlined below.

15.3.2. If TDS requires Licensee to rearrange Licensee's Facilities to facilitate TDS's business needs and it is clear that the beneficiary of such rearrangement is TDS, Licensee shall, upon TDS's request, at TDS's expense, participate with TDS (and other Third Party attachers) in the rearrangement of Licensee's Facilities to the extent necessary to accommodate TDS's modifications of the Poles, Conduit Systems, or related facilities.

15.3.3. If TDS requires Licensee to rearrange Licensee's Facilities because of an order by a municipality or other governmental authority, or the rearrangement is necessary to facilitate an activity that is mutually beneficial to both Licensee and TDS (e.g., routine maintenance), Licensee shall, upon TDS's request, participate with TDS (and other Third Party attachers) in the rearrangement of Licensee's Facilities to the extent necessary to accommodate TDS's modification of the Poles, Conduit Systems, and related facilities. Licensee will be responsible for Licensee's proportionate share of any associated costs that are not reimbursed by a municipality or other governmental authority.

15.3.4. If a Third Party attacher asks Licensee to rearrange Licensee's Facilities to accommodate the Third Party attacher, Licensee will negotiate in good faith with the Third Party attacher to coordinate the work and obtain reimbursement for related costs. Licensee must notify TDS of such requests (email to the Operational point of contact is sufficient) so TDS can determine, in the exercise of sound engineering judgment, if Make-Ready Work is necessary or p

15.4. Timing. Unless the requesting party approves a different c

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rearrangements of its Facilities within 30 days after receiving a request. Licensee's compliance with this timeline is essential to minimize chances for service interruption or facility-based service denial.

15.5. TDS Self-Help Right. If Licensee fails to make the required rearrangements on or before the applicable deadline, TDS may perform such rearrangements after providing written notice to Licensee (email to the Operational point of contact is sufficient) and Licensee shall reimburse TDS for the costs and expenses it incurs as a result.

16. LICENSEE'S USE OF THIRD-PARTY CONTRACTORS

16.1. Licensee's Work on its Own Attachment. Licensee has the exclusive right to select employees, contractors, or subcontractors to perform any work on its Facilities, as long as Licensee's Representatives satisfy each of the minimum qualifications under Applicable Law and the specifications set forth in this Agreement and the TDS Guidelines. Licensee is solely responsible for confirming the qualifications of any Licensee Representative that Licensee may employ or retain to perform such work.

16.2. Work That Must Be Performed by Qualified Contractors. Unless otherwise approved in writing by TDS, Licensee must retain a Qualified Contractor to perform any surveys and Simple Make-Ready Work that Licensee requires to attach under TDS's OTMR Process. Under no circumstances may Licensee direct a contractor that is not a Qualified Contractor to perform survey work or Make-Ready Work on Attachments, Facilities, or equipment of TDS or any Third Party attacher without TDS's prior approval

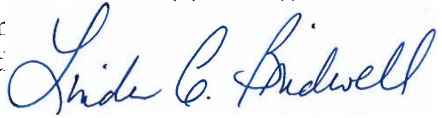
16.3. Selecting and Retaining a Qualified Contractor. In accordance with and to the extent required by Applicable Law, TDS will maintain lists of Qualified Contractors for: (a) surveys; (b) Simple Make-Ready Work; and (c) Complex Make-Ready Work.

16.3.1. If this Agreement requires Licensee to retain a Qualified Contractor, Licensee must select an individual or entity identified on TDS's Qualified Contractor list for the specific type of work Licensee desires to be performed. Licensee must then retain the Qualified Contractor directly, at its sole cost and expense.

16.3.2. TDS shall not retain any Qualified Contractor on behalf of Licensee and shall not be liable to any Qualified Contractor for any Make-Ready-Work fees or charges that Licensee incurs, all of which shall be invoiced to Licensee by its selected Qualified Contractor.

16.4. Adding a Contractor to TDS's Qualified Contractor Lists. If Licensee is unsatisfied with the Qualified Contractors on TDS's list, Licensee may request that a new contractor be approved by TDS and added to the list by submitting a written Contractor Approval Request. Each Contractor Approval Request must comply with the requirements of the TDS Guidelines and must include, at a minimum: (a) the name and full contact information of the proposed contractor; (b) a self-certified statement of the proposed contractor's competency; and (c) proof of any bond and/or insurance required by this Agreement. TDS may deny any Contractor Approval Request in its sole discretion for any non-discriminatory reason. Until the contractor nominated by Licensee is approved in writing by TDS, the contractor is not a Qualified Contractor and is not authorized to perform any work on Poles or within Conduits.

16.5. Disqualification of a Qualified Contractor. TDS may immediately remove any Contractor from its Qualified Contractor lists if TDS determines in its sole discretion that the contractor: (i) no longer meets any of the minimum qualifications under Applicable Law; (ii) no longer meets minimum qualification that TDS may require for the type of work which t

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approved to perform: (iii) repeatedly performs substandard work, or work that causes violations of Applicable Law or the TDS Guidelines; or (iv) repeatedly demonstrates careless or bad faith conduct.

16.6. Qualified Contractors for Self-Help Make-Ready Work. Where Licensee exercises its self-help right to perform Complex Make-Ready-Work under Section 5.6, Licensee must use the services of a Qualified Contractor to perform such Make-Ready-Work. Licensee shall retain directly, at its sole cost and expense, a Qualified Contractor approved specifically for the type of work that Licensee desires to be performed, as identified on the lists maintained by TDS.

16.7. Limitation of TDS's Liability. TDS's decision to approve any contractor for inclusion on any one of the Qualified Contractor lists that it maintains shall not, under any circumstance, be construed as an endorsement or recommendation of such contractor. TDS makes no warranties or representations of any kind, whether express or implied, with respect to any Qualified Contractor or to any work or services a Qualified Contractor is retained to provide. Licensee shall retain a Qualified Contractor at its sole risk, and shall be responsible for any damage to the Facilities or equipment of TDS or of any Third Party attacher and any violation of Applicable Law or the TDS Guidelines.

17. REQUIREMENTS FOR CONTRACTORS AND OTHER LICENSEE REPRESENTATIVES

17.1. Procedures and Controls. Licensee must establish appropriate procedures and controls to ensure that all Licensee Representatives who perform work for Licensee on Poles and/or within Conduits and Rights-Of-Way comply with the requirements of this Agreement, Applicable Law, the TDS Guidelines, and any standards and practices TDS adopts to comply with Environmental Laws. Licensee is solely responsible for directing the activities of all Licensee Representatives while they are physically present on Poles, within Conduit Systems or Rights-Of-Way, or in the immediate vicinity of the same.

17.2. Payments to Third Parties. Licensee is solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction, placement, operation, and maintenance of Licensee's Facilities.

17.3. Identification of Personnel Authorized to Have Access to Licensee's Facilities. All Licensee Representatives authorized to have access to Licensee's Facilities must carry with them suitable identification while working on Poles, in Conduit Systems or Rights-Of-Way, or in the vicinity of the same. Upon the request of any TDS employee, Licensee Representatives must produce such identification.

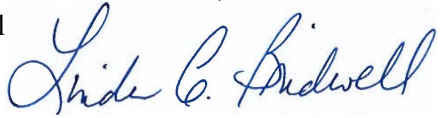
1.1. Protection of Persons and Property.

17.3.1. Licensee is solely responsible for ensuring the safety of all Licensee Representatives and the safety of bystanders when Licensee Representatives are performing work under this Agreement.

17.3.2. Licensee will ensure that Licensee Representatives do not engage in any conduct that damages property in the vicinity of Poles, Conduit Systems or Rights-Of-Way, causes unauthorized or unreasonable interference with the use or enjoyment of public or private property, or creates a hazard or nuisance on such property. Prohibited actions under this provision include, but are not limited to, Licensee's abandonment or failure to remove its Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to the public of hazardous conditions on the premises while personnel are performing work on Licensee's Facilities, or failure to restore the property to a safe condition after such work has been completed.

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17.3.3. Licensee will ensure that the activities and behavior of all Licensee Representatives conform to current OSHA regulations and all other governmental rules, ordinances or statutes.

17.3.4. Licensee will not permit any Licensee Representative to climb or work on any Poles or within Conduit Systems or Rights-Of-Way unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles, Conduit Systems or Rights-Of-Way and to perform the work safely.

17.3.5. When Licensee Representatives are working on, within, or in the vicinity of Poles, Conduit Systems, or Rights-Of-Way, they must follow procedures appropriate for the protection of persons and property. Licensee is responsible for determining and implementing the specific steps required in protecting persons and property at each work site. At a minimum, Licensee will:

17.3.6. Provide traffic control and warning devices to protect pedestrian and vehicular traffic, workers, and property from danger;

17.3.7. Prohibit Licensee Representatives working in a Conduit System from climbing on, stepping on, or otherwise disturbing any cables, air pipes, equipment or other Facilities located in any Manhole or other part of a Conduit System; and

17.3.8. Require Licensee Representatives working in a Conduit System to make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials they brought to the work site after completing their work.

17.4. Behavioral Standards. All TDS-owned sites are smoke and tobacco free. Licensee Representatives must be in a suitable mental and physical condition and behave appropriately while working at a TDS site. Licensee Representatives are prohibited from (a) performing work while under the influence of alcohol and/or unauthorized or illegal drugs; and (b) using, possessing, or distributing alcohol, unauthorized or illegal drugs, controlled substances or drug paraphernalia at or in the vicinity of a TDS site. Licensee Representatives working at a TDS site are expected to treat others with dignity, respect, and courtesy and refrain from all forms of harassment and intimidation and threats or acts of violence. Additional behavioral standards for Licensee Representatives working on or near a Pole or Conduit may be outlined in the TDS Guidelines.


17.5. Right to Suspend Work. TDS may suspend Licensee's activities on, within, or in the vicinity of Poles, Conduit Systems, or Rights-Of-Way if, in TDS's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of any Licensee Representative. Such suspension will cease when the condition has been rectified to TDS's reasonable satisfaction.

17.6. No Employment Relationship. Licensee acknowledges that Licensee Representatives are not TDS's employees or agents and Licensee assumes full responsibility for their actions and omissions. Licensee is solely responsible for:

17.6.1. Compensating Licensee's employees, contractors or agents assigned to perform work hereunder;

17.6.2. Informing such employees, contractors and agents that they are not entitled to the provision of any compensation or benefits from TDS;

17.6.3. Paying workers' compensation, disability benefits

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17.6.4. Withholding or paying employment-related taxes for any employee of Licensee.

18. TDS RIGHT TO MONITOR AND INSPECT LICENSEE’S WORK AND FACILITIES; INVENTORY AUDITS

18.1. TDS Right to Monitor and Inspect. TDS may, in its sole discretion, and at any time that it desires, monitor any work that Licensee performs on its Poles or Conduit Systems. If TDS makes Licensee aware of its intention to monitor any work on its Poles or Conduit Systems, then Licensee shall use commercially reasonable efforts to coordinate the date and time of any such work with TDS, provided that such efforts do not result in an unreasonable delay. TDS may make periodic or spot inspections at any time of any part of Licensee’s Facilities as TDS determines reasonable or necessary in its sole judgment.

18.2. Post-Installation Inspections of New Attachments. TDS shall make commercially reasonable efforts to inspect each new Attachment within 90 days of the date on which it receives Licensee’s written notice of completion to evaluate whether the new Attachment conforms to the specifications in the applicable License, the TDS Guidelines, and Applicable Law, and to confirm that the work associated with Licensee’s Attachment did not result in any damage to the Pole, Conduit System, or nearby facilities and equipment. Licensee shall reimburse TDS for any cost and expense TDS incurs in performing each post-installation inspection.

18.3. Inventory Audits. TDS reserves the right to perform inventory audits once every five years to confirm the number and type of attachments on its Poles. All costs associated with such inventory audits will be split among all attachers, and Licensee agrees to pay its pro-rated share, which shall be invoiced and payable per Section 20.

18.4. Licensee’s Obligation to Remediate Non-Compliant Work.

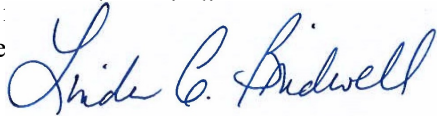
18.4.1. If any inspection reveals non-compliant construction, any violation of Applicable Law, this Agreement, the applicable License, or the TDS Guidelines, or any damage to a Pole, Conduit, or related facilities or equipment, TDS will promptly notify Licensee of the same per Section 28 and Licensee will fully remediate the damage, violation, or non-compliance identified by TDS as soon as possible but no later than 10 days after receiving notice.

18.4.2. If Licensee fails to perform the remediation work requested by TDS, TDS may: (a) terminate Licensee’s right of access to the affected Pole or Conduit and immediately remove Licensee’s new Attachment; or (b) temporarily and conditionally suspend its own obligations to process any License application of Licensee until all remediation work is complete; or (c) complete the requested remediation work on Licensee’s behalf, and at the sole cost and expense of Licensee.

18.4.3. TDS shall not be required to issue a License for any new Attachment before all requested remediation work is completed to the satisfaction of TDS.

18.4.4. If and to the extent TDS performs any remediation work on Licensee’s behalf, TDS hereby disclaims any and all warranties and representations of any nature or kind with respect to the services that it provides, whether express or implied, including all warranties of merchantability or fitness for a particular purpose.

18.5. TDS’s Right to Make Periodic or Spot Inspections. TDS inspections at any time of any part of Licensee’s Facilities located on Pole

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Rights-Of-Way for the limited purpose of determining whether such Facilities are in compliance with the terms of this Agreement and any Licenses issued hereunder. Such inspections will be non-invasive (e.g., no splice cases may be opened). Any follow-up inspection required to confirm that Licensee has taken remedial action after TDS provided notice of non-conformance or damage will be at Licensee's sole cost and expense. Additionally, any inspection of Licensee's Facilities required by a governmental authority will be at Licensee's sole cost and expense. All other inspections will be conducted at TDS's sole cost and expense. TDS will notify Licensee per Section 28 of any inspection required by a governmental authority before conducting such inspection. Any such notice will include the estimated cost to Licensee.

18.6. No Duty to Licensee. Neither TDS's inspection of Licensee's Facilities nor TDS's failure to inspect such Facilities shall operate to impose on TDS any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Agreement or any License issued hereunder.

19. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF TDS'S FACILITIES

19.1. No Unauthorized Attachments Permitted. Licensee shall not install, construct, maintain, or operate any Attachment or other cable, wire, equipment, or device on any Pole or within any Conduit System for which it has not obtained a valid License.

19.2. TDS's Treatment of Unauthorized Attachments. If any Unauthorized Attachment is discovered by or reported to TDS, then such Unauthorized Attachment shall be subject to the terms and provisions of this Agreement, including the annual Attachment fee provisions of Section 20.

19.3. Notice and Cure Period. TDS will promptly notify Licensee in writing per Section 28 about each Unauthorized Attachment that TDS discovers. The notice will identify the location of the Unauthorized Attachment and specify a 60-day period within which Licensee must cure the Unauthorized Attachment by (a) paying all applicable fees, costs, and penalties prescribed in this section; and (b) either removing it or submitting a License application that covers the Unauthorized Attachment.

19.4. Back Rent for Unauthorized Attachments. Licensee must pay the following amounts for each Unauthorized Attachment (collectively, "**Back Rent**"):

19.4.1. The annual Attachment fees owed per Section 20.1 for the entire period during which the Unauthorized Attachment is physically present on a Pole or within a Conduit or Right of Way. Licensee must provide TDS with documentation indicating the exact date on which an Unauthorized Attachment was installed. Otherwise, the annual Attachment fees will be calculated from the completion date of the most recent audit of Licensee's Attachments through the end of the annual Attachment Fee cycle during which the Unauthorized Attachment was discovered by or reported to TDS.

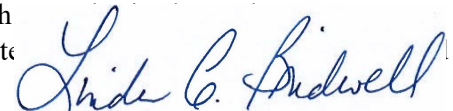
19.4.2. Interest on the full annual Attachment fees due per subsection 19.4, calculated using the applicable interest rate for federal tax refunds; and

19.4.3. Any additional tax payments as determined by the Internal Revenue Service, for the period in question.

19.5. Penalties for Unauthorized Attachments. In addition to any Back Rent due, TDS may require Licensee to pay the following amounts: (a) a penalty equal to five times the then-current annual Attachment fee for each Unauthorized Attachment; and (b) a \$100.00 penalty for each discovered through an inspection in which Licensee declined to participate.

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in this section for any Unauthorized Attachment for which Licensee pays Back Rent in full and submits to TDS a complete License application within 60 days after receiving TDS's written notice identifying such Unauthorized Attachment.

19.6. Remediation Work. TDS may perform a post-installation inspection of any Unauthorized Attachment(s) and may require Licensee to fully remediate any damage, violation, or non-compliance identified by TDS, each at the sole cost and expense of Licensee, in accordance with Section 18. If Licensee fails to perform any remediation work required by TDS on an Unauthorized Attachment, TDS may decline to issue a License for the Unauthorized Attachment.

19.7. Licensing of Unauthorized Attachments; Make-Ready Work. Licensee must obtain a valid License for each of its Unauthorized Attachments in accordance with the Non-OTMR Process. TDS will not issue any License for an Unauthorized Attachment until Licensee has paid, in full, all Back Rent and penalty amounts invoiced by TDS. Licensee must also pay any costs and expenses associated with Make-Ready Work that TDS determines, in its sole discretion, is needed for Licensee's continuing use of the Pole or Conduit.

19.8. Removal of Unauthorized Attachments. If Licensee fails to cure an Unauthorized Attachment within the 60-day cure period outlined in Section 19.3, TDS or TDS'S designated contractor may remove and dispose of the Unauthorized Attachment at Licensee's sole cost and expense. In addition to any costs associated with the removal work, Licensee shall also be responsible for any costs associated with TDS's restoration of any affected facilities to their pre-Attachment condition.

19.9. No Implied Waiver or Ratification of Unauthorized Use. No Unauthorized Attachment shall be deemed approved by TDS unless TDS issues a License for such Attachment per Section 7. No License will operate retroactively or constitute a waiver by TDS of any of its rights or privileges related to Unauthorized Attachments under this Agreement or otherwise. Licensee shall be subject to all liabilities, obligations and responsibilities related to any Unauthorized Attachment from its inception.

19.10. Payment of Amounts Owed. All amounts owed by Licensee to TDS pursuant to this section shall be invoiced and payable per Section 20.

19.11. Cumulative Remedies. THE REMEDIES PROVIDED IN THIS SECTION 21 ARE CUMULATIVE AND ARE IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO TDS UNDER THIS AGREEMENT OR AT LAW.

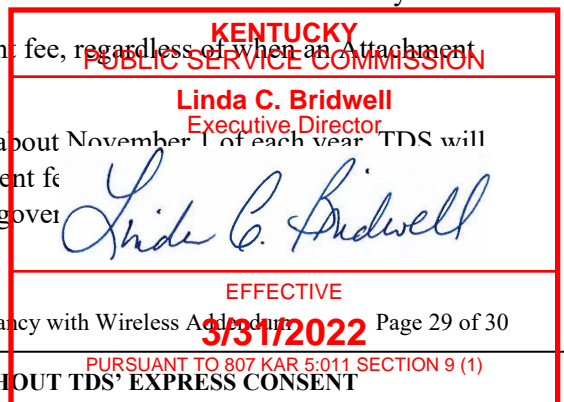
20. FEES, CHARGES AND BILLING

20.1. Annual Attachment Fees. Licensee shall pay a fixed fee per Attachment per calendar year, which TDS shall calculate in accordance with Applicable Law and Schedule B.

20.1.1. Licensee shall be charged an annual Attachment fee for: (a) each licensed Attachment; (b) each Unauthorized Attachment known to TDS as of the date on which Licensee's annual fee invoice is processed; and (c) each Unauthorized Attachment that becomes known to TDS within the calendar year.

20.1.2. TDS will not pro-rate any annual Attachment fee, regardless of when an Attachment is installed or removed.

20.2. Notice of Rate and Computation of Charges. On or about November 1 of each year TDS will notify Licensee per Section 28 of any increase to the annual Attachment fee calendar year. The letter of notification shall be incorporated in and govern



20.3. Payment Terms. TDS will invoice Licensee for all amounts due under this Agreement. All invoiced amounts are due 30 days after the invoice date. TDS may require all payments to be made via ACH or other electronic banking means. TDS will charge Licensee interest at a rate of 1.5% per month (or the highest rate allowed by Applicable Law) on any overdue amount from the payment due date through the date on which TDS receives full payment of all overdue amounts.

20.4. Billing Disputes. The parties will each make a good faith effort to resolve any billing dispute. If a party disputes an amount due under this Agreement (“**Disputing Party**”), it will notify the other party (“**Billing Party**”) of the amount it disputes (“**Disputed Amount**”) per Section 28 within one month after the invoice due date. Such notice must include the specific details and reasons for disputing each item and the name of an individual with authority to resolve the dispute. The Disputing Party will promptly pay any undisputed portion of an invoice to the Billing Party. If the Disputed Amount is resolved in favor of the Billing Party, the Disputed Party will promptly pay the Disputed Amount upon final determination of such dispute. If the Disputed Amount is resolved in favor of the Disputing Party, the Billing Party will issue a revised invoice.

20.5. Assurance of Payment. Upon execution of this agreement, Licensee shall provide to TDS a performance bond in the amount of \$5,000 for each increment of 50 Poles or additional fraction thereof and \$5,000 for each increment of 1,000 feet of Conduit. The purpose of the bond is to insure Licensee’s performance of its obligations under this Agreement and any License issued hereunder.

20.5.1. The bond’s coverage will extend to, but is not limited to, Licensee’s payment of any claims, liens, taxes, liquidated damages, penalties and fees due to TDS that arise by reason of the construction, operation, maintenance or removal of Licensee’s Facilities on or about Poles, Conduit Systems, Ducts, and Rights-Of-Way.

20.5.2. The bond shall remain in effect throughout the term of this Agreement and thereafter as long as Licensee has Attachments on Poles or in Conduit Systems, or until such time as all outstanding obligations of Licensee under this Agreement or any License are satisfied. The bond must be replaced within 10 days in the event of cancellation by Licensee’s insurer.

21. INSURANCE

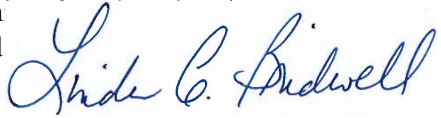
21.1. Required Insurance. Licensee shall obtain and maintain insurance that meets the minimum requirements outlined below and includes endorsements insuring the contractual liability and indemnification provisions of this Agreement.

21.1.1. The policies shall be issued by an insurance carrier that: (a) is licensed to do business in the state in which Licensee’s Facilities are located; and has an A.M. Best rating of A minus or better; and (c) is reasonably satisfactory to TDS.

21.1.2. The policies shall include TDS as an additional insured, be primary and non-contributory with TDS’s insurance policies and waive subrogation in favor of TDS.

21.2. Coverage. shall maintain the following amounts of insurance in compliance with Section 20.1:

21.2.1. Commercial General Liability Insurance with limit occurrence and \$10,000,000 annual aggregate, which may be provided

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excess coverage.

21.2.2. Pollution Legal Liability Coverage in the amount of at least \$5,000,000 per claim covering third party claims for Bodily Injury, Property Damage or Cleanup Costs from: exacerbation of Pre-Existing Unknown Pollution Conditions, and New Pollution Conditions, both On-Site and Off-Site.

21.2.3. Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident.

21.2.4. Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.

21.2.5. All insurance required under this Agreement will: (i) be occurrence based; (ii) name TDS, its Affiliates, divisions, and/or related entities, and their respective officers, directors, partners, employees, and representatives, including their respective successors and assigns, as additional insureds; and (iii) waive subrogation in favor of TDS and its Affiliates.

21.2.6. Licensee shall submit to TDS evidence of the insurance coverage required by this Agreement in the form of one or more certificates of insurance (each, a "COI"). Each COI must specify the coverage provided and indicate that such insurance company will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to TDS. Additionally, the COI must include the following (or substantially similar) language in the DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES section:

"TDS Telecommunications LLC, its subsidiaries, divisions, Affiliates, and related entities, and their respective officers, directors, partners, employees, and representatives, including their respective successors and assigns (collectively, the "TDS Insureds") are named as additional insureds with respect to general liability, auto liability, and professional liability. This insurance is primary and noncontributory. The general liability and auto liability waive subrogation in favor of the TDS Insureds."

21.3. Licensee's Subcontractors. Licensee will require any subcontractor it retains to perform work at a TDS site to maintain the same or substantially similar insurance coverage as Licensee is required to maintain per this Section 21. Licensee will provide COIs evidencing its subcontractors' insurance coverage to TDS upon request.

22. INDEMNIFICATION; DISCLAIMER OF LIABILITY


22.1. Indemnification by Licensee.

22.1.1. Licensee shall indemnify, defend and save harmless TDS, its directors, officers, employees and agents, TDS's other licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals, to the extent they are caused by, connected to, or arise from:

22.1.2. Licensee's failure to pay fees for Third Party Make-Ready Work,

22.1.3. Licensee's unauthorized presence in any right-of-way where Pole Attachment is constructed, installed, or maintained;

22.1.4. Licensee's violation of Section 10.8 (No Liens or

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22.1.5. Any opening or entry by Licensee or its representatives into Manholes, Handholes, Conduits, or Conduit Systems;

22.1.6. Any acts or omissions of Licensee's Representatives, including, without limitation, the installation, maintenance, repair, replacement, presence, use, operation or removal of Licensee's Facilities by any Licensee Representative;

22.1.7. Licensee's use of a Qualified Contractor for any purpose under this Agreement;

22.1.8. A determination by any government agency, court, or other governing entity that any Licensee Representative is an employee of TDS for any purpose, Licensee will indemnify, defend and save harmless TDS;

22.1.9. Any loss of right-of-way or property owner consents directly caused by Licensee and/or the cost of defending those rights and/or consents;

22.1.10. Damages to property and injury or death to persons caused by, arising from, incident to, connected with or growing out of the, installation, maintenance, repair, replacement, presence, use, operation or removal of Licensee's Facilities on Poles or in Conduit Systems or Rights-Of-Way or in the vicinity of the same, including but not limited to payments under any Worker's Compensation law or plan for employee's disability and death benefits.

22.1.11. The installation, maintenance, repair, replacement, presence, use, operation or removal of Licensee's Facilities on Poles or in Conduit Systems or Rights-Of-Way, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material; and

22.1.12. Infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Poles, Conduits, Rights-Of-Way or otherwise.


22.2. Indemnification by TDS: LIMITATION OF TDS'S LIABILITY.

22.2.1. TDS shall indemnify, defend, and save harmless Licensee, its directors, officers, employees and agents, from and against any Third Party claims, demands, and causes of action incurred by Licensee (including reasonable attorney's fees) to the extent they arise from damages to property and injury or death to persons caused by the negligence or intentional misconduct of TDS.

22.3. Notice of Claims. Licensee shall promptly advise TDS of all claims relating to property damage, personal injury, or death arising or alleged to have arisen in any manner, directly or indirectly, out of the installation, maintenance, repair, replacement, presence, use, operation or removal of Licensee's Facilities pursuant to this Agreement. Licensee shall promptly notify TDS in writing per Section 28 of any suits or causes of action that may involve TDS. Upon TDS's request, Licensee shall also provide copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others.

22.4. Indemnification Procedures.

22.4.1. The indemnified party will (a) notify the other party promptly in writing per Section 28 of any written claims, lawsuits, or demand by third parties for which the indemnified party alleges that the other party is responsible under this Section 22 and (b) tender the demand to the responsible party. The indemnified party will cooperate

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<p style="text-align: center;">PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

assistance in the defense or settlement of such claim, demand, or lawsuit. The responsible party will keep the indemnified party reasonably and timely apprised of the status of the claim, demand or lawsuit. The indemnified party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the responsible party, the indemnified party and its counsel may direct such defenses, which shall be at the expense of the responsible party.

22.4.2. The responsible party will not be liable under this section for settlements or compromises by the indemnified party of any claim demand, or lawsuit unless the responsible party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the responsible party in writing and the responsible party has failed to promptly undertake the defense. In no event shall the responsible party settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the indemnified party refuses such settlement or judgment, the indemnified party shall, at its own cost and expense, take over the defense against the third party claim and the responsible party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the indemnified party against, the third party claim for any amounts in excess of such refused settlement or judgment.

22.4.3. An indemnified party's failure to comply with the indemnification procedures outlined in this section will only relieve the responsible party of its indemnification and defense obligations to the extent that the responsible party is prejudiced by such failure.

22.5. Survival. Except to the extent of any applicable statutes of limitations, this Section 22 will survive the expiration or termination of this Agreement or the revocation of any License, and each party's responsibility and indemnity obligations shall continue with respect to any claims or demands arising thereunder.

23. NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY; WAIVER OF CLAIMS

23.1. EXCEPT IN CONNECTION WITH TDS'S INTENTIONAL MISCONDUCT, IN NO EVENT WILL TDS, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL, OR SIMILAR DAMAGES UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23.2. IN NO EVENT WILL TDS, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR FINES, PENALTIES, CLAIMS, OR DAMAGES STEMMING FROM THE INTERRUPTION OF, OR INTERFERENCE WITH, LICENSEE'S SERVICE OR OPERATION OF LICENSEE'S FACILITIES, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

23.3. IN NO EVENT WILL TDS, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE HEREUNDER FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DIRECT DAMAGES ARISING UNDER THIS AGREEMENT EXCEEDING \$100,000, REGARDLESS OF THE

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OR EQUITABLE ACTION MAY BE BROUGHT.

23.4. Except for TDS’s indemnification obligations under subsection 22.2, TDS shall be liable to Licensee only for and to the extent the negligence or intentional misconduct of TDS causes damage to Licensee’s Facilities or gives rise to a personal injury or wrongful death claim. LICENSEE WAIVES ALL OTHER CLAIMS AGAINST TDS.

23.5. This Section 23 will survive the expiration or termination of this Agreement or the revocation of any applicable License, except to the extent of any applicable statutes of limitations.

24. LICENSEE WARRANTIES; DISCLAIMER OF TDS WARRANTIES

24.1. By executing this Agreement, Licensee warrants that (a) it has acquainted itself with the terms, conditions, obligations, duties and restrictions relating to the work Licensee will undertake under this Agreement and any License; and (b) it will communicate the terms, conditions, obligations, duties and restrictions of this Agreement and any License to each Licensee Representative, to the extent they are applicable to the Licensee Representative’s work.

24.2. LICENSEE ACKNOWLEDGES AND AGREES THAT TDS DOES NOT WARRANT THE CONDITION OR SAFETY OF POLES, CONDUITS, OR RIGHTS-OF-WAY, ANY ASSOCIATED FACILITIES AND EQUIPMENT ON OR SURROUNDING THE SAME, OR THE PREMISES SURROUNDING THE SAME. LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY, OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF THE POLES, CONDUITS, RIGHTS-OF-WAY, AND ASSOCIATED FACILITIES AND EQUIPMENT ON OR SURROUNDING THE SAME, AND THE PREMISES SURROUNDING THE SAME.

24.3. EXCEPT AS OTHERWISE PROVIDED HEREIN, TDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, WITH REGARD TO THIS AGREEMENT AND ANY LICENSE ISSUED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ACCESS TO POLES, CONDUITS, RIGHTS-OF-WAY, OR OTHER TDS FACILITIES.

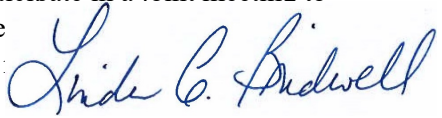
25. ASSIGNMENT OF RIGHTS

25.1. Assignment by Licensee. Except as otherwise expressly provided herein, Licensee may not assign this Agreement in whole or in part or permit any Third Party to attach to, use, or occupy any Pole, Conduit, or Right-of-Way without TDS’s prior written consent, which consent shall not be unreasonably withheld.

25.2. Required Inventory. Any request by Licensee to assign this Agreement in whole or in part, or to assign any Attachment(s) installed, constructed, or maintained by Licensee pursuant to this Agreement, must be accompanied by an inventory of all Attachments (including Overlashed Attachments) subject to the proposed assignment, identified by License number. If TDS discovers a discrepancy between Licensee’s inventory and TDS’s internal records, TDS may require that Licensee participate in a joint meeting to reconcile the discrepancy. If Licensee fails to participate in such joint meeting to reconcile the discrepancy within 30 days after receiving TDS’s request, TDS’s internal records shall prevail.

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shall control.

25.3. No Release. If TDS approves Licensee’s assignment request, Licensee shall remain fully subject to the terms and provisions of this Agreement and responsible for any obligation (known or unknown) incurred prior to the effective date of the approved assignment.

25.4. Assignment Subject 47 U.S.C. § 224. Under no circumstances shall TDS be required to consent to a proposed assignment of this Agreement to any third party that is not either a “Cable Television System”, or a “Telecommunications Carrier”, as those terms are defined by 47 U.S.C. § 224. If Licensee should attempt to assign this Agreement, any right provided to Licensee under this Agreement, or any Attachment(s) installed, constructed, or maintained by Licensee pursuant to this Agreement in violation of this section, then such assignment shall be null and void, and TDS shall be permitted to immediately terminate this Agreement and declare affected Attachments to be Unauthorized Attachments.

26. TERMINATION

26.1. Termination for Convenience. To the extent permitted by Applicable Law, either party may terminate this Agreement upon 90 days written notice to the other party per Section 28.

26.2. Termination for Licensee Breach. In addition to the rights of termination provided to TDS under other provisions of this Agreement or any License, TDS may terminate this Agreement and/or any License immediately upon notice to Licensee per Section 28 if Licensee fails to eliminate and/or mitigate a Licensee Breach (as defined in Section 26.3 below) within the Cure Period (as defined in Section 26.4 below) or fails to give the required Correction Notice (as defined in Section 26.4 below).

26.3. Definition of Licensee Breach. Any of the following circumstances shall constitute a “Licensee Breach”:

26.3.1. Licensee fails to pay any sum due under this Agreement;

26.3.2. Licensee fails to maintain satisfactory security as required by this Agreement;

26.3.3. Licensee fails to maintain the insurance coverage required by this Agreement;

26.3.4. Licensee attaches to, accesses, or occupies a Pole or Conduit without TDS’s approval;

26.3.5. Licensee fails to occupy space assigned to it by TDS on Poles or in Conduits or Rights-Of-Way within 90 days after TDS issues the applicable Licensee;

26.3.6. Any authorization required by any governmental or private authority for the construction, operation and maintenance of Licensee’s Facilities on Poles or in Conduit Systems or Rights-Of-Way is denied, revoked or cancelled;

26.3.7. Licensee fails to comply with any other material provision of this Agreement or any License issued hereunder; or

26.3.8. TDS determines, in TDS’s sole reasonable judgment, that continuation of this License Agreement or any License creates a health or safety hazard or an imminent risk of service-affecting disruption.

26.4. Cure Period; Correction Notice. Licensee shall eliminate : determines is reasonably necessary to mitigate any harm caused by a Licensee

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after receiving notice thereof from TDS per Section 28 (the “Cure Period”). If the Licensee Breach requires corrective action other than the payment of money, Licensee shall provide written notice to TDS per Section 28 within the Cure Period confirming that Licensee has eliminated and mitigated the Licensee Breach (the “Correction Notice”).

26.5. Termination for Licensee Breach. In addition to the rights of termination provided to TDS under other provisions of this Agreement or any License issued hereunder, TDS may terminate this Agreement and/or any License immediately upon notice to Licensee per Section 28 if Licensee fails to eliminate and/or mitigate a Licensee Breach within the Cure Period or fails to give the required written confirmation to TDS within the Cure Period.

27. REMOVAL OF LICENSEE’S FACILITIES

27.1. Removal of Pole Attachments. Licensee, at its expense, will remove its Facilities from any Pole within 30 days after: (a) termination of the License covering such Attachment; (b) the date Licensee replaces its Facilities with substitute Facilities.

27.2. Removal of Facilities in Conduits and Rights-Of-Way. Licensee, at its expense, will remove Licensee’s Facilities from Conduit and related Rights-Of-Way within 60 days after: (a) termination of the License covering such occupancy; or (b) the date Licensee replaces Licensee’s Facilities with substitute Facilities.

27.3. Failure to Remove. If Licensee fails to remove its Facilities within the time periods prescribed by this section or within another time period required by Applicable Law or an order by the governing administrative authority, they shall be considered Unauthorized Attachments subject to Section 19.

27.4. Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to TDS all fees, charges, and penalties associated with its Facilities until they are physically removed from the applicable Pole, Conduit System, and/or Right-Of-Way.

27.5. Removal Notification Process. If Licensee removes any of its Attachments prior to the expiration of the applicable License, Licensee must submit the Removal Notification Form attached as Schedule C to TDS within 10 business days after removal. TDS will review the Removal Notification Form and inspect the impacted Pole(s) and/or Conduits. If TDS’s inspection(s) reveal that Licensee has properly removed its Attachments, TDS will confirm cancellation of the applicable License(s) and related attachment fees. If TDS’s inspection(s) reveal that Licensee has not properly removed its Attachments, TDS will notify Licensee of the outstanding work that needs to be completed and provide a timeline for completion. After completing the requested work, Licensee must submit an additional Removal Notification Form to TDS for review and approval.

27.6. Emergency Removal by TDS. TDS may, at Licensee’s expense, alter, modify, rearrange and/or remove Licensee’s Facilities to the extent required by Applicable Law or an order by governing administrative authority, or as necessary to prevent, eliminate, or minimize any health or safety hazard, imminent risk of facility failure or service disruption, or other emergency circumstance. Licensee shall be responsible for all costs associated with the removal of its Facilities.

27.7. NO LIABILITY FOR REMOVAL. IF TDS EXERCISES ITS RIGHT TO REMOVE AND/OR DISPOSE OF AN ATTACHMENT AS PERMITTED BY THIS SECTION, LICENSEE SHALL HAVE NO LIABILITY WHATSOEVER FOR SUCH REMOVAL AND/OR DISPOSITION.

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MANNER OF EFFECTING SUCH REMOVAL AND/OR DISPOSAL. EXCEPT TO THE EXTENT CAUSED BY TDS'S INTENTIONAL MISCONDUCT, LICENSEE SHALL BE LIABLE FOR ALL EXPENSES (INCLUDING ATTORNEYS' FEES) REASONABLY INCURRED BY TDS AND ALL DAMAGES SUFFERED BY TDS AND OTHER THIRD PARTIES AS A RESULT OF TDS'S EXERCISE OF ITS REMOVAL AND/OR DISPOSAL RIGHT. TDS SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY OF LICENSEE'S ATTACHMENTS AFFECTED BY TDS'S EXERCISE OF ITS REMOVAL AND/OR DISPOSAL RIGHT, ANY INTERFERENCE WITH THE OPERATION OF SUCH ATTACHMENTS, OR ANY LOSS OF BUSINESS RESULTING FROM THE REMOVAL, DISPOSAL, AND/OR RELOCATION OF LICENSEE'S AFFECTED ATTACHMENTS.

27.8. This Section 27 will survive the expiration or termination of this Agreement or the revocation of any applicable License.

28. NOTICES

28.1. Any notice to a party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed via certified mail or first-class U.S. Postal Service with postage prepaid and a return receipt requested; or (d) delivered by email; provided that a paper copy is also sent via methods (a), (b), or (c).

28.2. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five calendar days after mailing in the case of first class or certified U.S. Postal Service, or the date the email was sent to the recipient.

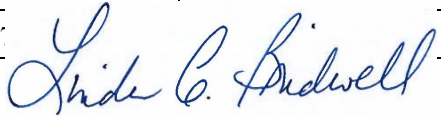
28.3. Notices will be sent to all of the party representatives listed below unless a specific point of contact is identified in the notice provision:

LICENSEE	Legal	Billing	Operational
Contact Name	[click to enter text]	[click to enter text]	[click to enter text]
Contact Title	[click to enter text]	[click to enter text]	[click to enter text]
Company	[click to enter text]	[click to enter text]	[click to enter text]
Address	[click to enter text]	[click to enter text]	[click to enter text]
City, State, Zip	[click to enter text]	[click to enter text]	[click to enter text]
Telephone	[click to enter text]	[click to enter text]	[click to enter text]
Email	[click to enter text]	[click to enter text]	[click to enter text]

TDS	Legal	Operational 1	Operational 2
Contact Name	Peter Healy	[click to enter name]	[click to enter name]
Contact Title	Regulatory & Corporate Counsel	Manager - Network Operations	Field Services Manager
Company	TDS Telecommunications LLC	TDS Telecommunications LLC	TDS Telecommunications LLC
Address	P.O. Box 5366	525 Junction Road	525 Junction Road
City, State, Zip	Madison, WI 53717	Madison, WI 53717	

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Telephone	(608) 664-4111	[click to enter text]	[click to enter text]
Email	legal_team_notices@tdstelecom.com	[click to enter text]	[click to enter text]

28.4. Each party may designate new notice recipients by giving written notice of such change to the other party pursuant to this section.

29. NONDISCLOSURE AGREEMENT

29.1. Definition of Confidential Information. “**Confidential Information**” means any non-public information, regardless of form, that one party (a “**Disclosing Party**”) furnishes, makes available, or otherwise discloses to the other party, its employees, contractors, or agents (a “**Receiving Party**”) pursuant to this Agreement. The failure of the Disclosing Party to mark Confidential Information as proprietary or confidential will not affect its protection under this Agreement as long as the nature of the information or the circumstances of disclosure or receipt indicate that the information should reasonably be understood to be Confidential Information. Confidential Information does not include any information that (a) is generally available to the public or becomes generally known to the public through no act or omission of the Receiving Party, provided the Receiving Party had no basis to conclude that such Confidential Information was made available in violation of a confidentiality agreement with the Disclosing Party; (b) is lawfully obtained by the Receiving Party from any source other than the Disclosing Party, provided the Receiving Party had no basis to conclude that such Confidential Information was made available in violation of a confidentiality agreement with the Disclosing Party; (c) is known to the Receiving Party as of the Effective Date without an obligation to keep it confidential, provided the Receiving Party had no basis to conclude that such Confidential Information was made available in violation of a confidentiality agreement with the Disclosing Party; (d) is developed independently by the Receiving Party without use of the Confidential Information; or (e) is released by the Receiving Party, where the Receiving Party is required to release the Confidential Information under Applicable Law, provided, however, the Receiving Party, to the extent permitted by law, provides notice of the release of said Confidential Information to the other party prior to its disclosure.

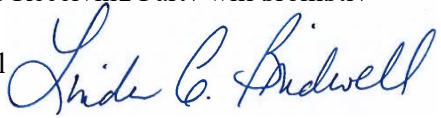
29.2. Non-Disclosure. During the exercise and fulfillment of the parties’ obligations under this Agreement, it may be necessary for the parties to provide to each other certain Confidential Information. The Receiving Party shall protect Confidential Information from distribution or disclosure to anyone except its Representatives or Affiliates with a need to know such information to fulfill or enforce this Agreement. The Receiving Party shall not use or permit any Representative or Affiliate to use Confidential Information for any purpose other than the fulfillment or enforcement of this Agreement except as otherwise authorized herein or in writing signed by the Disclosing Party. The Receiving Party will require its Representatives and others who have access to Confidential Information to sign a written nondisclosure agreement that is substantially similar to this Section 29. The Receiving Party shall be responsible for any breach of this section by any Third Party to whom it discloses Confidential Information.

29.3. Limited Duplication. The Receiving Party will only make copies of the Confidential Information received from the Disclosing Party as necessary for its use under the terms hereof, and each copy will be marked with the same proprietary notices as appear on the original.

29.4. Required Disclosures. If the Receiving Party is required by Applicable Law, a governmental or regulatory body to disclose Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing per Section 28 prior to making such disclosure, if such disclosure is permitted by the requestor or Applicable Law. The Receiving Party will

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Party in seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. The Receiving Party further agrees that it will provide only the portion of Confidential Information that is legally required and will exercise all reasonable efforts, at the expense of the Disclosing Party, to obtain reliable assurances that Confidential Information will be kept confidential.

29.5. Return or Destruction Upon Termination. Upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information and other documents, work papers and other material (including all copies thereof) obtained from the Disclosing Party in connection with this Agreement, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) Confidential Information that the Receiving Party is required to retain to comply with Applicable Law or its record retention policy.

29.6. Publicity. The Receiving Party agrees not to identify the Disclosing Party or any other owner of Confidential Information disclosed hereunder in any advertising or publicity without the prior written permission of the Disclosing Party.

29.7. Exceptions. Nothing in this section should be interpreted to prevent or restrict either party or any of its Representatives from lawfully reporting waste, fraud, or abuse to designated investigative or law enforcement representatives of a Federal department or agency authorized to receive such information (e.g., the Office of the Inspector General). Neither party shall be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is (a) made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If either party files a retaliation claim that arises out of its reporting a suspected violation of law, that party may disclose the trade secret to its attorney and use the trade secret information in the court proceeding as long as documents containing the trade secret are filed under seal and the trade secret is not disclosed except pursuant to court order.

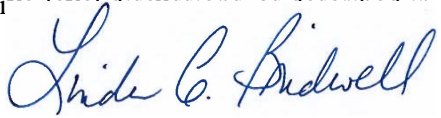
29.8. Survival. The parties' confidentiality obligations under this Section 29 shall remain in effect for three years after the expiration or termination of this Agreement or until no Confidential Information remains within the Receiving Party's possession or control, whichever comes later.

30. NEGOTIATION AND DISPUTE RESOLUTION.

30.1. Notice of Dispute. Each party shall provide written notice to the other party of any dispute, controversy, or claim arising out of, or relating to this Agreement, the Parties' performance under this Agreement, or any breach of this Agreement (each, a "Dispute"). Such notice (each, a "Dispute Notice") shall: (i) fully describe each of the allegations that form the basis of any anticipated complaint; (ii) invite a written response within a reasonable period of time; and (iii) explicitly request to schedule executive-level discussions, pursuant to 47 C.F.R. § 1.722.

30.2. Dispute Resolution. Except under circumstances that require immediate injunctive relief, any Dispute shall be handled in accordance with the dispute resolution process set forth in this section before resorting to litigation upon the written request of either Party.

30.3. Executive-Level Discussions. If a Dispute is not resolved promptly in the ordinary course of business, either Party may request to resolve such Dispute through executive-level discussions pursuant to 47 C.F.R. § 1.722 and outlined below.

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30.3.1. Executive-level discussions shall take place within 30 days after the date of the Dispute Notice, unless the Parties mutually agree to a different time period.

30.3.2. A representative of each Party with sufficient authority to make binding decisions regarding the Dispute shall be present at each discussion.

30.3.3. Each Party may have its legal counsel present at such executive-level discussions as long as it has provided prior written notice to the other Party at least five business days before the date on which the executive-level discussions are scheduled to take place.

30.3.4. The location, format, frequency, duration, and conclusion of all executive level discussions shall be left to the discretion of the Parties' representatives in attendance; provided, however, that either Party shall be entitled to terminate executive-level discussions at any time.

30.4. Non-Binding Mediation. If the Parties do not resolve a Dispute via executive-level discussions, such Dispute shall be submitted to non-binding mediation before an independent mediator, jointly selected, and agreed upon by the Parties.

30.5. Completion of Dispute Resolution Process. All Disputes resolved pursuant to this Section shall be documented through the Parties' execution of a written settlement agreement. If the Parties are unable to resolve a Dispute through the informal dispute resolution processes required by this section, either Party may, at the conclusion of non-binding mediation, seek any legal remedies to which it may be entitled before any federal or state administrative or judicial forum of competent jurisdiction permitted by Section 31.10.

30.6. Refusal to Participate. If either Party fails to participate in good faith in any executive-level discussions or any other informal dispute resolution process required by this Agreement, such failure shall be deemed an unjust and unreasonable practice under 47 U.S.C. § 224 and the FCC's related rules and orders.


30.7. Effect of Dispute Resolution. All conferences, discussions, and correspondence that occur in connection with any dispute resolution process conducted pursuant to this section shall be deemed confidential settlement discussions, and nothing that has been said or disclosed, nor any document that has been produced, but would not otherwise be independently discoverable, shall be offered or received as evidence, or used for impeachment, or for any other purpose, in any current or future arbitration or litigation.

30.8. Costs. Unless the Parties mutually agree otherwise, each Party shall be responsible for its own costs and expenses, including all attorneys' fees, incurred in connection with the dispute resolution processes required by this section, except that the expenses and fees for any independent mediation services, and for any independent facility used for mediation, shall be shared equally between the Parties.

30.9. Limitations. If either Party alleges that any rate, term, or condition of this Agreement is unjust or unreasonable on its face, such Party shall provide written notice to the other Party per Section 28 of its allegation and the underlying basis for such allegation within 10 days after the Effective Date of this Agreement. Additionally, such Party shall file any related complaint with the FCC within 60 days after the Effective Date. For any other Dispute that arises, the Parties hereby agree that any action at law shall begin, or any complaint shall be filed, with a federal or state administrative or judicial forum of competent jurisdiction permitted by Section 31.10 within two years of the date on which the relevant claim accrued, and further, that no remedies awarded pursuant to 47 U.S.C. §§ 1.1407 et seq. shall be permitted to be sought in any forum in which the relevant claim accrued.

30.10. This Section 30 will survive the expiration or termination of any applicable License.

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Executive Director



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31. GENERAL TERMS AND CONDITIONS.

31.1. Record Retention; Audit Rights. Licensee will retain all records pertaining to its performance under this Agreement for at least five years after termination of this Agreement or longer if required by Applicable Law. As soon as possible but no later than 10 business days after TDS’s request, Licensee will provide TDS with (or permit TDS to examine) records and other information TDS reasonably deems necessary to evidence Licensee’s compliance with Applicable Law, the TDS Guidelines, this Agreement and/or any License. TDS’s audit rights under this section shall survive the termination of this Agreement for a period of five years.

31.2. Relationship of Parties and Independent Contractor Status. Neither TDS nor Licensee shall be deemed to be a partner, agent, or joint venturer with or of the other by reason of this Agreement or the consummation of any transactions contemplated hereby. TDS and Licensee shall perform their duties under this Agreement as independent contractors and at their own risk. Neither TDS nor Licensee shall at any time hold itself out as being a partner, co-venturer, or agent of the other.

31.3. Force Majeure. Neither Party shall be liable for any delay or failure in performing any part of this Agreement due to any cause that is beyond its control, does not arise out of the party’s fault or negligence, and that could not be reasonably foreseen or prevented by the party with reasonable diligence (e.g., acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather (“**Force Majeure Event**”). The Party affected by a Force Majeure Event must give prompt notice to the other party explaining the Force Majeure Event and its impact on that Party’s performance of the Agreement. The due date for the affected party’s performance of its original obligation(s) will be extended by a term equal to the time lost by reason of the Force Majeure Event. If the affected party can partially perform its obligations, it shall perform them at a performance level no less than the level at which it is performing activities related to its own operations.

31.4. Publicity. Licensee shall obtain the written consent of TDS before making any announcement, or releasing any information concerning this Agreement, or any part thereof, to any Third Party or publishing any photographs or drawings identifying TDS property or its name, logo, customers, or customers’ property.

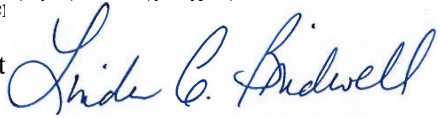
31.5. Execution. This Agreement may be executed in multiple counterparts, each being deemed an original and all together being deemed the same document. The parties agree to be bound by electronic signatures, which shall be deemed original, and the exchange of said signatures, electronically or otherwise shall be binding between the parties. This Agreement will not be denied legal effect, validity, or enforceability due to its electronic form and providing an electronic version or a copy with electronic signatures will meet any requirement to provide an original.

31.6. Entire Agreement. This Agreement constitutes the entire agreement between Licensee and TDS on the subject matter hereof and there are no other provisions, terms, or conditions to this Agreement except as expressed herein. Unless this Agreement expressly directs otherwise, this Agreement supersedes all prior or contemporaneous license agreements, understandings, or representations between TDS and Licensee for access to Poles, Conduit Systems, and Rights-Of-Way. All licenses granted by TDS to Licensee before the Effective Date pursuant to previous license agreements shall be subject to the terms and conditions of this Agreement as of the Effective Date. Nothing contained in this Agreement shall be construed to have any effect with respect to any future agreement, or any contemplated future agreement.

31.7. Severability. If any part of this Agreement is determined to be unenforceable, the remainder of this Agreement shall survive and remain in full force and effect.

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Executive Director



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unenforceable, for any reason, the affected terms and provisions shall be removed from this Agreement, and the all other terms and provisions hereof shall remain in full force and effect and shall be applied by the Parties in a manner that most nearly accomplishes the expressed purposes of the Parties in executing this Agreement.

31.8. No Waiver. Failure of TDS to enforce any of the terms or conditions of this Agreement or any License, give any required notice, or terminate this Agreement or any License shall not constitute a general waiver or relinquishment of any term or condition of this Agreement or any License.

31.9. Survival. This Section 31 and all of the Parties' respective indemnification, hold harmless, and defense obligations under this Agreement and all debts, obligations, or liabilities accrued hereunder will survive the expiration or termination of this Agreement or the revocation of any applicable License, whether or not it was specifically stated elsewhere in this Agreement that these obligations would survive, except to the extent of any applicable statutes of limitations.

31.10. Governing Law; Venue. Applicable federal law and FCC regulations and precedent, and the regulations and the laws of the State of [enter the appropriate state], without regard to the conflict of law provisions thereof, shall apply to this Agreement and its interpretation. All legal proceedings related to this Agreement shall be brought in the judicial or administrative forum deemed appropriate under the laws of the State of [enter the appropriate state], Section 224 of the Communications Act, and the regulations and precedent of the FCC, to the extent applicable.

31.11. Change of Law. If Applicable Law or any binding judicial interpretation thereof that governs any aspect of the respective rights or obligations of the Parties under this Agreement changes after the Effective Date, and such change makes any aspect of such rights or obligations inconsistent with the then-effective Applicable Law, then the Parties agree to promptly engage in good-faith renegotiation of the affected provision(s) of this Agreement; provided, however, that if the Parties are unable to reach terms amenable to both parties, either Party may terminate this Agreement upon 60 days written notice to the other Party.

31.12. Injunctive Relief. The Parties hereby acknowledge and agree that they may not be compensated adequately by money damages in the event of a breach by the other Party of any of its covenants or agreements contained in this Agreement, and that either Party shall be entitled to specific performance and injunctive relief of such covenants and agreements in addition to all other remedies.

31.13. Headings. Paragraph headings are for the convenience of the Parties only and are not to be construed as part of the terms of this Agreement.

31.14. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel. In the event of any ambiguity, no inferences shall be drawn against either Party.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this License Agreement for Pole Attachments and Conduit Occupancy on the dates written below.

[ENTER LICENSEE'S FULL LEGAL ENTITY NAME]

[ENTER TDS ENTITY NAME]

TDS LEGAL REVIEW AND APPROVAL REQUIRED BEFORE SIGNATURE

KENTUCKY PUBLIC SERVICE COMMISSION <small>Tracy E. Bidwell</small> <small>Executive Director</small>

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<small>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</small>

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

DRAFT

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Executive Director



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CONFIDENTIAL WORK PRODUCT: DO NOT DISCLOSE WITHOUT TDS' EXPRESS CONSENT

SCHEDULE A: TDS Affiliates

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
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17.	
18.	
19.	
20.	

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Executive Director



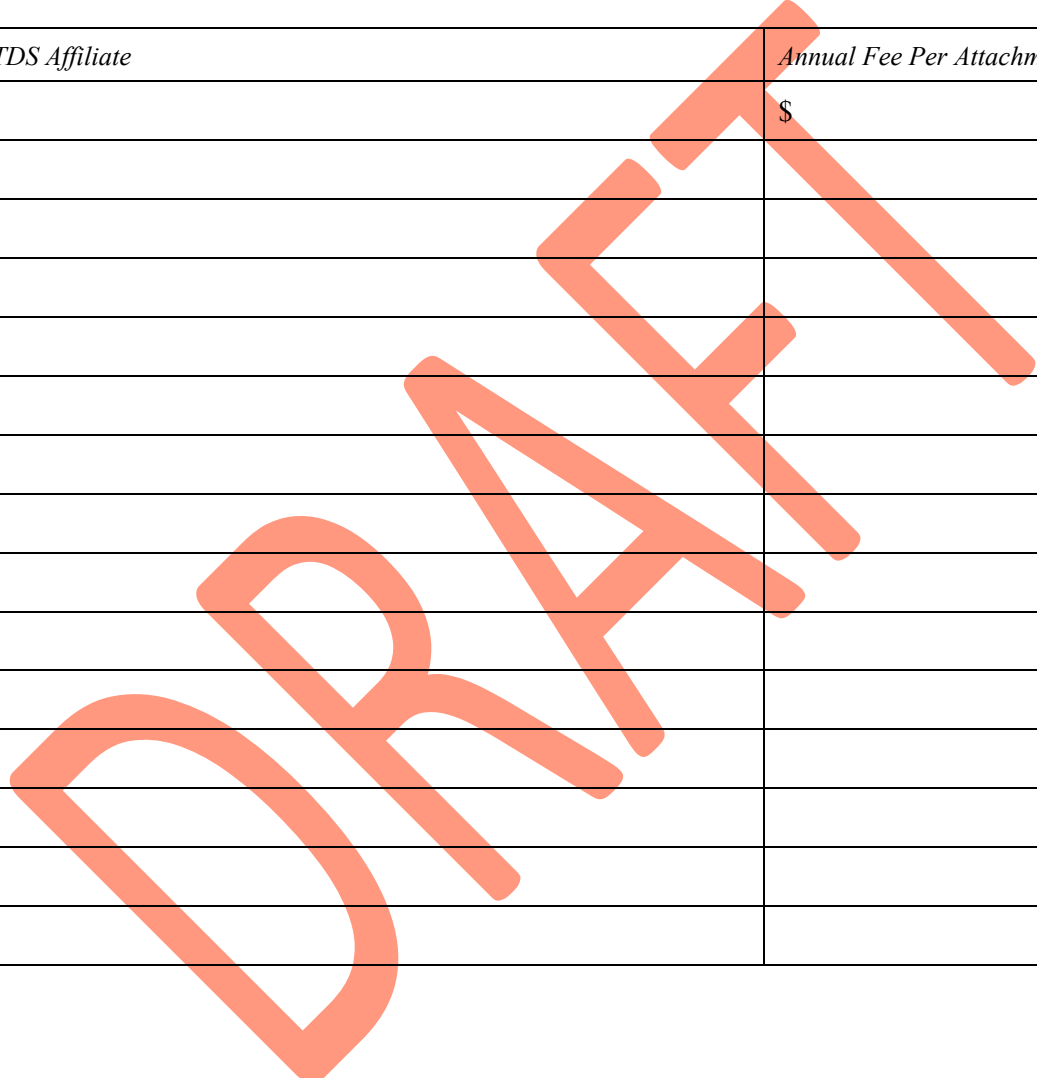
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SCHEDULE B: Annual Attachment Fees

The annual fees listed below shall apply to the calendar year during which the Agreement was executed. Thereafter, TDS may adjust the annual fee effective January 1 of each year to reflect changes to the costs associated with public utility construction, as indicated by the Handy-Whitman Index of Public Utility Construction Costs for the applicable region where the Attachment is located. If the Handy-Whitman Index is no longer available, an equivalent successor index may be used as long as it is generally recognized by the public utility industry and approved by TDS.

	<i>TDS Affiliate</i>	<i>Annual Fee Per Attachment</i>
1.		\$
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		



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Linda C. Bridwell
Executive Director

Linda C. Bridwell

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SCHEDULE C: Removal Notification Form Template

REMOVAL NOTIFICATION FORM

DATE: _____

Instructions: Licensee must submit this form to TDS when it removes an attachment from a Pole or Conduit that is licensed pursuant to its License Agreement for Pole Attachments and Conduit Occupancy with TDS. Licensee must complete this form, attach detailed drawings and specifications identifying each attachment being removed from a Pole or Conduit, and send the materials to TDS. TDS will return a counter-signed copy of the form after inspecting the applicable Pole(s) and/or Conduit(s).

Licensee Name _____
TDS Operating Company

Licensee Address

Licensee Contact Person _____
Contact Title

Contact Email _____
Contact Telephone Number


Attachment Location(s)

Licensee hereby notifies TDS that it has removed the facilities described below and in the attached drawings and specifications:

Item #	TDS Pole or Conduit #	Location & Lat/Long	Attachments
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

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Therefore, Licensee requests that TDS cancel the following Licenses and related billing:

Signature of Licensee's Authorized Representative

Date

Printed Name and Title

FOR TDS USE ONLY AFTER INSPECTION

- Inspections are complete and the listed Attachments and related facilities have been removed. TDS's License database and billing systems have been updated.
- Removal is incomplete. The attached explanation was returned to Licensee.


Signature of TDS Authorized Representative

Date

Print Name and Title

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Linda C. Bridwell
Executive Director



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3/31/2022

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SCHEDULE D: Wireless Equipment Addendum

This Wireless Equipment Addendum governs any Licensee Attachments that constitute Wireless Equipment, as defined in Section 1.36 of the parties' License Agreement for Pole Attachments and Conduit Occupancy Agreement ("Agreement"). In the event of any conflict between this addendum and the other sections of the Agreement, this addendum shall control with regard to Licensee's Wireless Equipment.

1. SCOPE OF WIRELESS EQUIPMENT ADDENDUM

- 1.1. This addendum governs all Wireless Equipment that Licensee wants to place on a Pole or in a Conduit.
- 1.2. Except to the extent outlined in this addendum, the scope of each License for Wireless Attachment(s) and associated Equipment and the terms and conditions governing Licensee's use of any Pole or Conduit shall be the same as outlined in the Agreement.
- 1.3. This Addendum expressly excludes macro cell technology. Licensee is only permitted to apply for a License to attach Small Cell technology.

2. APPLICATION, LICENSING, AND INSTALLATION REQUIREMENTS FOR WIRELESS ATTACHMENTS

- 2.1. Licensee may not place any Wireless Equipment on a Pole without first applying for and receiving a License as outlined in the Agreement.
- 2.2. All Make-Ready Work required to accommodate Wireless Equipment is considered Complex Make Ready Work and may only proceed under the Non-OTMR Process.
- 2.3. If Licensee's modification, replacement, enhancement, maintenance or upgrade materially alters its Wireless Equipment, Licensee must submit an additional application and receive a new License.
- 2.4. Licensee may modify, replace, enhance, maintain, and upgrade its Wireless Equipment without submitting a new application or obtaining a new License, so long as such work does not materially alter the Wireless Equipment. Material alterations include, but are not limited to, moving Wireless Equipment outside the space approved in the relevant License, changing its RF or physical/electrical properties, or increasing Pole loading beyond the Pole loading established in the applicable License.
- 2.5. Licenses for Wireless Attachment(s) on a Pole will be issued in increments of not less than one foot.
- 2.6. TDS reserves the right, in its sole judgment, to reject any application to attach Wireless Equipment to a Pole or rescind any License authorizing the attachment of Wireless Equipment for the following reasons:
 - 2.6.1. Insufficient capacity, after all reasonable potential accommodations have been considered by TDS and communicated to Licensee.
 - 2.6.2. Threat to TDS's system reliability.
 - 2.6.3. Proposed Wireless Equipment is considered to be unsafe.
 - 2.6.4. Unreasonable interference with TDS's equipment, as determined by TDS.
 - 2.6.5. Existence of another wireless device or antenna on the Pole that would prevent Licensee from attaching such equipment to a Pole.

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2.6.6. Licensee is in default of this Addendum or the Agreement.

2.7. All installation work performed in association with the attachment of Wireless Equipment shall meet or exceed the requirements outlined in the TDS Guidelines, the latest edition of the NESC (for example, rules 224A, 230C, 235C, 235I, 236, 238B, 238E, 239H, Section 42, Section 44 and 420Q); OSHA (rules 1910.268, 1910.97), applicable bulletins (FCC Bulletin 65 & IEEE C95.1), and the rules of any state agencies having jurisdiction.

2.8. All installation work in the supply space of a Pole (*i.e.*, any space above the communications worker safety zone) must be performed by a Qualified Contractor.

2.9. TDS is not responsible for possible poor performance of the electrical supply due to incorrect information provided by Licensee.

3. RADIO FREQUENCY; INTERFERENCE; EMERGENCIES

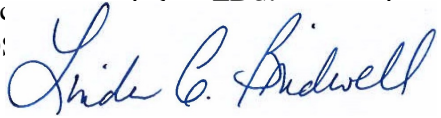
3.1. Radio Frequency Emissions. Licensee is solely responsible for RF emissions emitted by its Wireless Equipment. Licensee is responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits allowable under all applicable rules of the FCC. Licensee must install appropriate signage readable from the ground without the use of optical aides to notify workers and third parties of the potential for exposure to RF emissions. Licensee will communicate and cooperate with Third Party attachers that emit RF to minimize the number of signs.

3.2. Interference Prohibited. Licensee will not allow the transmission of its RF signals to interfere with or degrade TDS's transmission of authorized radio frequencies or TDS Facilities, or Third Party attachers. Licensee and Third Party attachers who emit RF through Wireless Equipment on Poles are under a duty and obligation in connection with the operations of their own facilities, now existing or in the future, to protect RF interference with the RF signals of any such Third Party attachers, as applicable. Licensee will, at its own cost, cooperate and eliminate any such interference or degradation to other RF networks created by its RF emissions and work with other RF emitters as needed relating to the same as soon as practicable upon written notice by TDS. If a Third Party attacher's failure to manage RF interference adversely impacts Licensee, TDS will take commercially reasonable steps to support Licensee's efforts to compel the Third Party attacher to cure such failure.

3.3. Preventing Interference. To prevent interference, Licensee will provide TDS with written plans for any material alteration to Licensee's Wireless Equipment, including any RF change or additions outside of Licensee's authorized frequency band. Such plans must be submitted to TDS at least 45 days before commencing the alterations via the wireless application process. TDS will notify Licensee in writing of any material modifications to TDS's facilities that it reasonably determines may present a substantial risk of interference with Licensee's Wireless Equipment. If Licensee determines that it is not economically practical to correct interference caused by TDS's modification, Licensee must submit a removal notice to TDS and take down the impacted Wireless Equipment.

3.4. RF Power Cut-off Switch; Emergency Condition. Licensee must install and maintain a disconnect switch that can be operated manually and/or remotely for the purpose of powering down Licensee's Wireless Equipment and all battery backups in the event of an emergency. Licensee must place and maintain signage on Pole(s) and any Licensee cabinets that meets FCC requirements and contains the site identification number, a contact phone number for the purpose of requiring Licensee to power down its Wireless Equipment, and a notice that the Wireless Equipment has battery backup when the disconnect switch is open. The signage must not be subject to discoloring or peeling away. TDS:

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notify Licensee's designated point of contact at least 24 hours in advance of the need for a temporary power shutdown if circumstances allow, or as soon as practicable. Licensee must immediately and completely shut off all power to its Wireless Equipment upon request from TDS. TDS may disable, or cause to be disabled, either manually or remotely, any of Licensee's Wireless Equipment that creates or exacerbates an emergency condition in addition to any other remedy TDS may have under the law. TDS will not be liable to Licensee for actions taken in a good faith belief that Licensee's transmissions or other acts or omissions are creating or exacerbating an emergency condition. TDS will, within a reasonable amount of time after disabling Licensee's Wireless Equipment, notify Licensee of such action via email to Licensee's operational point of contact.

3.5. Installation and Upkeep of Sign(s). Licensee is responsible for the installation and upkeep of its signage on each Pole as required by law and this Addendum. The signage will be placed so that it is clearly readable from the ground without the use of optical aides. Signage will contain the information approved for such signs by the FCC, or in the absence of FCC approval, the information commonly used in the industry for such signs.

4. BILLING & PAYMENTS; ANNUAL ATTACHMENT FEE

4.1. Licensee shall pay a fixed fee per calendar year for each installation of Wireless Equipment on a Pole based on the amount of space on the Pole rendered unusable for other uses due to the Wireless Equipment, as determined by TDS in its sole discretion subject to Applicable Law. Fee calculations will be made in one-foot increments, with all measurements rounded up.

4.2. Licensee must pay the annual fee for each initial installation of Small Cell and/or Wi-Fi equipment.

4.3. If Licensee places additional Wireless Equipment within the same space previously licensed to it, and such additional Wireless Equipment is compliant with this Addendum and the Agreement, no additional annual fee will be required. If additional Wireless Equipment is placed outside the previously licensed space, additional annual fees will apply.

4.4. Fees will be billed and payable as provided for in Section 20 of the Agreement.

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GENERAL SUBSCRIBER SERVICES TARIFF

Salem Telephone Company

PSC 2
Section Y
Original Sheet 1

EXCHANGE AREA MAPS

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Y.1 Map

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PUBLIC SERVICE COMMISSION
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MAR 30 1983

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

Issued: January 1, 1983

Effective: ~~January 1, 1983~~

By: *William E. Brattin*

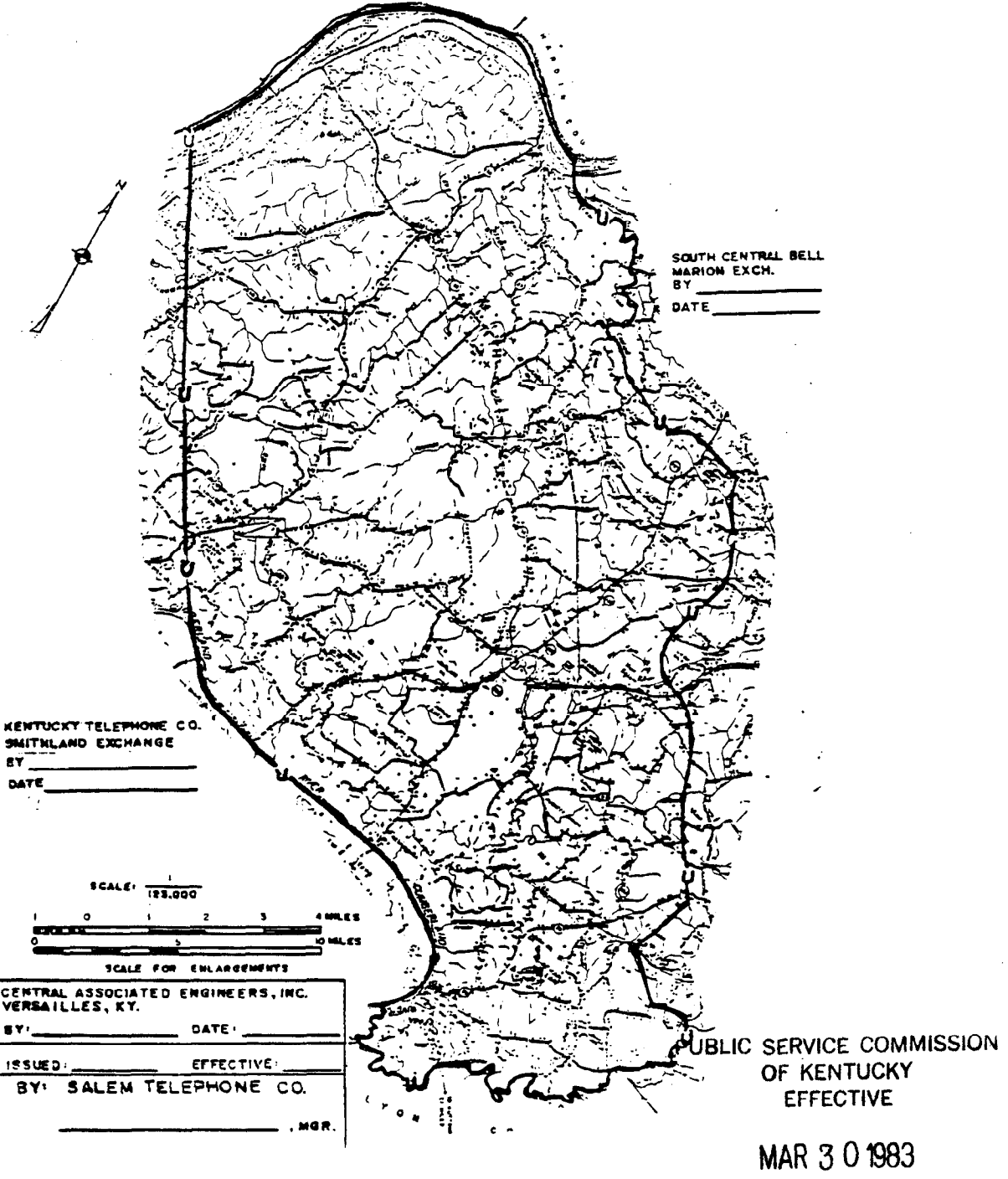
General Manager

Issued under authority K.P.S.C. No _____ dated January 1, 1983

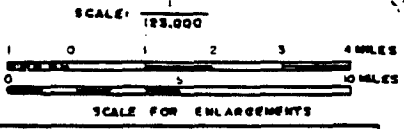
GENERAL SUBSCRIBER SERVICES TARIFF

Salem Telephone Company

PSC 2
Section Y
Original Sheet 2



KENTUCKY TELEPHONE CO.
SMITHLAND EXCHANGE
BY _____
DATE _____



CENTRAL ASSOCIATED ENGINEERS, INC.
VERSAILLES, KY.

BY: _____ DATE: _____

ISSUED: _____ EFFECTIVE: _____

BY: SALEM TELEPHONE CO.
_____. MGR.

SOUTH CENTRAL BELL
MARION EXCH.
BY _____
DATE _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAR 30 1983

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

Issued: January 1, 1983

Effective: January 1, 1983

By: *[Signature]*
Issued under authority K.P.S.C. No _____

General Manager
dated January 1, 1983

GENERAL SUBSCRIBER SERVICES TARIFF

Salem Telephone Company

PSC 2

Section Z

Original

Sheet

1

OBSOLETE SERVICE OFFERINGS

Reserved for future use

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Issued: January 1, 1983

Effective: January 1, 1983

BY: 

By: 

General Manager

Issued under authority K.P.S.C. No _____ dated January 1, 1983