

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF
P.U.C.O. NO. 1
INCLUDING RATES, RULES AND REGULATIONS
FOR ALL EXCHANGE AREAS SERVED BY
UNITED TELEPHONE COMPANY OF OHIO d/b/a CENTURYLINK
IN THE
STATE OF OHIO

This tariff applies to any attachment by a cable television company or other entity (excluding power companies) to a pole, pedestal, conduit, duct, or right-of-way owned or controlled by United Telephone Company of Ohio d/b/a CenturyLink (hereinafter "Telephone Company") within Telephone Company's operating territory in the State of Ohio.

This tariff will not apply, however, to attachments by cable television companies or other entities pursuant to agreements with the Telephone Company in effect prior to the effective date of this tariff. Upon expiration of such agreements, or termination of such agreements according to their terms, pole attachments will be made in accordance with the rates and regulations stated herein.

This tariff may be revised from time to time at Telephone Company's sole discretion and upon approval of the Public Utilities Commission of Ohio ("PUCO").

Issued: January 30, 2014

Effective

United Telephone Company Of Ohio
By Duane Ring, Region President
Minneapolis, Minnesota

In accordance with Case No.: 11-0602-TP-UNC
Case No.: 90-5041-TP-TRF
Issued by the Public Utilities Commission of Ohio

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF
P.U.C.O. No. 1

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1. GENERAL

1.1 Definitions. Certain terms used in this tariff are defined and explained below.

Anchor - An 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 definition of "Anchor" does not include the guy strand that connects the Anchor to the Pole.

Annual License Fee - The annual fee Licensee pays in consideration for the License granted to it under this tariff and the associated License Agreement as set forth in Section 7.1 of this tariff.

Application - The form attached to the associated License Agreement that is submitted by Licensee to Telephone Company as part of the process under this tariff and associated License Agreement by which Licensee seeks the Telephone Company's approval to make an Attachment.

Applicable Law - The law of the State of Ohio (without regard to its conflict of laws principles) and all other applicable laws, ordinances, requirements, codes, orders, decisions, rules and regulation of applicable state, municipal, county, federal or other governmental authorities and as may be further defined in the associated License Agreement.

Attachment - Any placement of Licensee Equipment on or to Telephone Company Facilities. The definition of Attachment also includes the Licensee Equipment itself that is physically attached and/or placed on or to Telephone Company Facilities. Any reference in this tariff to an Attachment being made "to" or "on" Telephone Company Facilities will also mean "in" or "occupying" any Telephone Company Facilities. The definition of Attachment does not include a wire overlashed onto an existing attachment or riser cable to the extent that it runs vertically on the Pole owned by Licensor and begins or ends at the base of the Pole, in duct or direct buried and extends vertically to the point of horizontal attachment of the cable and/or strand owned by the Licensee on the Pole.

CATV - Community Antenna Television, more commonly know as cable TV as defined by Applicable Law.

CLEC - Competitive Local Exchange Carrier.

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1. GENERAL (Cont'd)

1.1 Definitions (Cont'd)

Conduit - A Telephone Company-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. The definition of Conduit also includes any other Telephone Company-owned or controlled equipment or hardware attached to or within Conduit, including but not limited to Ducts or Inner Ducts.

Conduit Systems - A Telephone Company-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 Telephone Company-owned or controlled equipment or hardware attached to or within a Conduit System.

Cost(s) - All reasonable and actual costs paid or payable, which include: (a) external contractor or subcontractor labor costs and professional fees; (b) other costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies or contract services); (c) internal labor costs directly related to the completion of Make Ready Work; and (d) reasonable allocations of administrative overhead. Cost will not include any profit or markup. Any calculation of Cost involving a charge to replace a Pole, Anchor or Conduit will exclude the salvage value realized, if any, by Telephone Company for the removed Pole, Anchor or Conduit.

Duct - A Telephone Company-owned or controlled single enclosed raceway for conductors, cable and/or wire.

Existing Attacher(s) - A public utility, person, governmental body or other entity that has an actual physical attachment of its facilities or equipment on or to a Telephone Company Facility.

FCC - The Federal Communications Commission.

Guy Wire - A metal cable of high tensile strength that is attached to a Pole and Anchor rod (or another Pole) for the purpose of reducing Pole stress.

Handhole - A Telephone Company-owned or controlled subsurface enclosure that is too small for personnel to enter that Telephone Company uses for installing, operating, maintaining and repairing Telephone Company Facilities.

Inner Duct - A Telephone Company-owned or controlled Duct-like raceway smaller than a Duct that is inserted into a Duct so that the Duct may carry multiple wires or cables.

Joint Owner(s) - A person, corporation, governmental body or other entity other than Telephone Company having an ownership interest in a Telephone Company facility.

1. GENERAL (Cont'd)

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1.1 Definitions (Cont'd)

License - A revocable, non-exclusive license granted by Telephone Company to Licensee authorizing Licensee to make each specific Attachment to Telephone Company Facilities

License Agreement - The signed and dated agreement entered into between Telephone Company and Licensee that provides further detail and additional terms and conditions regarding the making of Attachments and the provisions provided for in this tariff. A License Agreement is required in each instance where Licensee wants to license Poles or Conduit Space.

Licensee - The cable television company or other entity authorized by Telephone Company to attach its facilities to Telephone Company Facilities.

Licensee Equipment - The equipment and facilities owned, maintained and used by Licensee in furnishing lawful communications services including aerial wires, drop wires, tap-offs, above or underground cables, amplifiers, signal transmission apparatus and any other associated hardware, equipment and facilities.

Make Ready Survey - All work necessary, in Telephone Company's sole reasonable discretion, to determine the Make Ready Work required to accommodate an Attachment, including field inspections, engineering and administrative processes.

Make Ready Work - All work performed or to be performed as is necessary, in Telephone Company's sole reasonable discretion, to prepare Telephone Company Facilities for an Attachment where such work is required solely to accommodate such an Attachment, including surveying, clearing obstructions, repairing or modifying Telephone Company Facilities, or Rearranging, Transferring, replacing or removing any items on Telephone Company Facilities.

Manhole - A Telephone Company-owned or controlled subsurface enclosure that personnel may enter that Telephone Company uses for installing, operating, maintaining and repairing Telephone Company Facilities.

Modification - Licensee's Rearrangement or Transfer of its Attachment, non-routine replacement or repair of its Attachment, or other alteration of its Attachment. Modification does not include overlying an existing permitted Attachment.

Noncompliant Attachment - An Attachment not meeting the "Specifications" listed in Section 3.1 of this tariff or in the associated License Agreement, not being used by Licensee to provide lawful communications services, being used for any unlicensed use or otherwise not being used in accordance with the requirements of this tariff or the associated License Agreement.

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1. GENERAL (Cont'd)

1.1 Definitions (Cont'd)

Pole - A Telephone Company-owned or controlled pole or a pole jointly owned by Telephone Company and any Joint Owner, and any Anchors, Guy Wires, hardware, wires, cables, strands, apparatus, enclosures, structures or other items attached to the pole or any hardware affixed to or associated with the pole. The definition of "Pole" does not include poles for which Telephone Company has no legal authority to permit upon them the placement of the facilities or equipment of others.

Rearrange or Rearranging - Relocating, reconfiguring or reconstructing an Attachment upon the Telephone Company Facilities to which the Attachment is made.

Right-of-Way - The right to use the land or other property of another to place structures and equipment upon it, or to provide access to the 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 space in buildings, building complexes or other locations.

Service Drop - The wire connecting the distribution component of Licensee Equipment to Licensee's individual customer.

Telephone Company Facility or Telephone Company Facilities - Any Pole, Conduit or Conduit System and associated Right-of-Way.

Transfer or Transferring - Moving an Attachment from one Telephone Company Facility to another.

Unauthorized Attachment - An Attachment for which Telephone Company never granted Licensee a License.

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1. GENERAL (Cont'd)

1.2 Conditions

Poles and Conduit owned by Telephone Company are designed and engineered to distribute telephone service using contemporary materials and are not intended for license to the general public. When Telephone Company is contacted by a party requesting permission to license Telephone Company's Pole or Conduit space for Attachments, and the requesting party determines that Telephone Company Facilities are adequate for the requesting party's intended and allowed use, Telephone Company may license such space to the requesting party, subject to this tariff and subject to the associated License Agreement.

Licensee may not sublease pole or conduit space.

1.3 License Agreement and Application Required

Prior to Licensee submitting the required Application for use of Telephone Company Facilities, Licensee must have obtained a signed and dated License Agreement with Telephone Company. Subject to the terms of this tariff and the associated License Agreement, and consistent with Applicable Law, Telephone Company will grant a revocable, non-exclusive License to Licensee authorizing Licensee to make each specific Attachment to Telephone Company Facilities located in areas in the State of Ohio where Telephone Company is an Incumbent Local Exchange Carrier (ILEC), and to allow Licensee to use and maintain each specific Attachment for the purpose of Licensee providing lawful communications services that do not interfere with communications services provided by other users or the Telephone Company. The License will be evidenced in each instance by a Telephone Company-approved Application for the relevant Attachment. A Telephone Company-approved Application is required for every Attachment provided, however, that Licensee may overlash an existing, permitted attachment without a Telephone Company-approved Application upon at least fifteen (15) days advance written notice to Telephone Company. No Attachment may be made to any Telephone Company Facility identified in an Application until Telephone Company has approved the Application in writing; provided, however, Licensee may attach a service drop wire without advance notice to Telephone Company and without receiving approval of an Application from Telephone Company in advance. Licensee must submit an Application within (30) days after attaching a service drop to a Pole. The Licensee will be required to post bond and evidence of insurance.

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1. GENERAL (Cont'd)

1.4 Use of Space

Licensee's Attachments may be used to provide any lawful communications service that does not interfere with communications services provided by other users or the Telephone Company.

1.5 Delays or Loss of Service

Licensee must hold Telephone Company harmless from any loss of service or delay in service attributable to the licensing of or delay in providing Pole or Conduit space pursuant to the terms of this Tariff.

1.6 Licensee Maintenance

Licensee will maintain Attachments in good and safe condition and repair (and replace if necessary) and in accordance with the "Specifications" (as defined in Section 3.1 of this tariff and in the associated License Agreement). If Licensee refuses or neglects to fulfill its maintenance obligations under this tariff and the associated License Agreement in a manner reasonably satisfactory to Telephone Company, Telephone Company may undertake such obligations itself, and Licensee will reimburse Telephone Company for the Cost Telephone Company incurred in fulfilling such obligations within 30 days of the invoice date for an invoice from Telephone Company for the Cost.

Unless otherwise governed by Applicable Law, Telephone Company will, in its sole reasonable discretion, determine from time to time if, solely by reason of Licensee's Attachments, tree trimming or other clearing in any Right-of-Way or land is necessary, including upon initial Attachment. Provided the grantor of the Right-of-Way or owner of the land gives permission, tree trimming and clearing will be performed by contractors under Telephone Company's direction.

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1. GENERAL (Cont'd)

1.7 Entrance Facilities and Interconnection Agreements.

Neither this Tariff, the associated License Agreement nor any License is applicable to Telephone Company's Entrance Facilities provided pursuant to an interconnection agreement governed by 47 U.S.C. §§251 and 252. For the purpose of this Tariff and the associated License Agreement, "Entrance Facilities" is defined as the communications path between a customer's premises and Telephone Company's serving wire center for that premises. Entrance Facilities are wholly within the ILEC's local serving area, and are used for carrying interconnection or UNE traffic or access traffic.

Neither this tariff, the associated License Agreement nor any License allows or will be deemed to allow Licensee to interconnect Licensee Equipment with the equipment, facilities or network of Telephone Company or of any other user or occupant of the Pole or Conduit. Any interconnection arrangements between Telephone Company and Licensee must be authorized pursuant to a separate written interconnection agreement.

1.8 Electronic Information

Telephone Company may require Licensee to provide information submitted to Licensee under this tariff or the associated License Agreement, including notice, to also be submitted in an electronic form compatible with Telephone Company's systems. If Licensee fails to comply with this requirement, Licensee will be responsible for Telephone Company's Costs incurred to process the information, including Costs for manual data entry, developing an electronic interface and ensuring the integrity of the information provided.

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2. ATTACHMENT LICENSE AND CHARGES

2.1 Licensee Authorization

- (a) Prior to making any Application for an Attachment, Licensee must possess the necessary authority to construct, install, erect and maintain its equipment within the public streets, highways, alleys and other thoroughfares of the service areas. Licensee is solely responsible for obtaining and maintaining all necessary licenses, authorizations, permits, franchise agreements, Rights-of-Way, easements, rights and consents from any governmental authority or any private individual or entity, and if applicable, from any Joint Owner or Existing Attachers, as may be required so that Licensee can place, use or maintain its Attachments (collectively, "Authorization"). Authorization includes Licensee obtaining the appropriate real property interest for any Attachment that is to be used on, placed within or requires the entering onto of private property or a public street, highway or other public thoroughfare. Each necessary Authorization must be in writing, and if an Application is submitted that requires an Authorization, Licensee must submit copies of the Authorization along with its Application. Telephone Company will not be obligated to consider an Application requiring an Authorization that is not submitted with a copy of the Authorization. Submitting copies of an Authorization to Telephone Company will constitute Licensee's representation and warranty that it has the proper Authorization to place, use or maintain its Attachment. It will be a Licensee Default if Licensee obtains a License for an Attachment that required an Authorization, and Licensee failed to obtain the Authorization. Telephone Company will reasonably cooperate with Licensee in Licensee's efforts to obtain an Authorization. Telephone Company will not be liable to Licensee if Licensee is prevented from placing, maintaining or continuing an Attachment due to Licensee's failure to obtain an Authorization, or due to revocation or termination of an Authorization. Licensee will indemnify, hold harmless and defend Telephone Company, Telephone Company's parent, subsidiaries and affiliates and their respective directors, officers, employees and agents (Telephone Company and the foregoing, each a "Telephone Company Indemnitee") from and against any and all claims, suits, liens, actions, damages, penalties, assessments, fines, losses, liabilities, costs, expenses, fees (including reasonable attorneys' fees through appeal) (collectively, "Damages") for a claim by a third party against a Telephone Company Indemnitee arising from or related to Licensee's failure to obtain or comply with an Authorization, or the revocation or termination of an Authorization. For the purpose of this paragraph, "Damages" will include Telephone Company's Cost of relocating Telephone Company Facilities and of defending Telephone Company's rights to and in any Right-of-Way granted to Telephone Company.

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2. ATTACHMENT LICENSE AND CHARGES (Cont'd)

2.1 Licensee Authorization (Cont'd)

- (b) Licensee will assist in and bear all expense of securing any Authorization that may be required of the Telephone Company by reason of Licensee's Attachment. If an Authorization is revoked, expires or terminates for any reason after an Attachment for which an Authorization is required and for which Licensor granted a License, the License will be automatically revoked, effective the day the Authorization is revoked, expires or terminates. Licensee will, unless otherwise notified by Telephone Company, remove the Attachments covered under the revoked License within 60 days of the date the License covering the Attachment is revoked. If Licensee fails to remove an Attachment as required under this tariff and the associated License Agreement, Telephone Company may remove the Attachment without any liability on Telephone Company's part for damage to Attachments or the real or personal property of licensee or any other person, or for any interruption of Licensee's services. Licensee will reimburse Telephone Company for Telephone Company's Cost to remove the Attachments within 30 days of the invoice date for an invoice from Telephone Company for the Cost.

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2. ATTACHMENT LICENSE AND CHARGES (Cont'd)

2.2 Application (Cont'd)

Before making an Attachment, except for a service drop, Licensee must submit a completed Application for the desired Attachment to Telephone Company. Every such Application must be accompanied by a fee of \$150 ("Application Fee"). For Applications for less than 5 poles, the Application Fee will be \$50. Telephone Company will provide a written response to each Application within 45 days of Telephone Company's receipt of the Application.

Telephone Company may refuse to consider any Application which is not accompanied by an Application Fee. Unless otherwise agreed, Licensee will not make a request for more than 150 Pole Attachments or for occupying more than 5000 linear feet of Conduit in any one Application. The timing of processing of Applications involving more than 150 Pole Attachments or more than 5000 linear feet of Conduit in a month will be negotiated on a case-by-case basis. Telephone Company will process applications for attachments received from two or more applicants for the same Telephone Company Facility according to the order in which Telephone Company receives the applications. Telephone Company, at Telephone Company's sole reasonable discretion, may determine that a Make Ready Survey and/or Make Ready Work are required. Telephone Company will provide an estimate of the Cost of the Make Ready Survey and/or Make Ready Work. If Licensee agrees to the estimated Cost, Licensee will be obligated to pay for all Make Ready Costs associated with the Application. If Licensee does not agree, then Telephone Company may deny the Application. Detailed provisions from Application submission to Attachment completion will be set forth in the associated License Agreement.

2.3 Safety, Reliability and General Engineering Principles.

For reasons of safety, reliability or general engineering principles, including insufficient Telephone Company Facility capacity and technical interference problems with Telephone Company Facilities or the equipment of Joint Owners or Existing Attachers, Telephone Company may, in its sole reasonable discretion, at any time revoke a License granted under this tariff or the associated License Agreement or deny an Application.

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2. ATTACHMENT LICENSE AND CHARGES (Cont'd)

2.4 Unauthorized Attachment Charge

- (a) If Telephone Company discovers an Unauthorized Attachment, Telephone Company shall give notice of the Unauthorized Attachment to Licensee. Telephone Company shall provide Licensee with sufficient information to identify with particularity the actual location of any Unauthorized Attachment so that it may make an Application for the Unauthorized Attachment. Licensee will have 30 days from receipt of the notice to make an Application for the Unauthorized Attachment. If no Application is received by Telephone Company within the 30 day time period, Licensee must, unless notified otherwise by Telephone Company, remove its Unauthorized Attachment, at its own expense, within 60 days of notice to remove.
- (b) In addition to any other rights and remedies to which Licensor may be entitled for an Unauthorized Attachment at law, in equity or under its License Agreement, Licensor may charge Licensee (a) an unauthorized attachment fee of \$500 per Pole for Attachments made without a pole attachments agreement; and (b) an unauthorized attachment fee of 5 times the current Annual License Fee per Attachment if the violation is self-reported or discovered through an Audit ("Unauthorized Attachment Fee"). In addition to the Unauthorized Attachment Fee, Licensor will be entitled to \$100 per Unauthorized Attachment if the violation is found by Licensor in an Audit in which the Licensee declined to participate after thirty (30) days advance notice. All fees owed by Licensee are due and payable in arrears.
- (c) Licensee shall notify Telephone Company if it disputes Telephone Company's conclusion that an Attachment is Unauthorized. No Unauthorized Attachment Fees shall apply until such dispute is resolved. The parties shall work together in good faith to resolve such dispute within thirty (30) days of Licensee's notice of dispute.

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3. SPECIFICATIONS

3.1 Specifications

Each Attachment must be placed, maintained and operated throughout the Term (as defined in the associated License Agreement), in accordance with the following, all of which are incorporated by reference into this tariff and the associated License Agreement (collectively, "Specifications"): (a) the requirements and specifications of the National Electrical Safety Code and any formal interpretations of it, including a determination of the strength of the Telephone Company Facilities to ensure sufficiency for transverse and vertical loads; (b) the most current rules and regulations of the Occupational Safety and Health Act; (c) the most current standards of the American National Standards Institute; (d) the rules, regulations or codes of any applicable governing authority; (e) any Applicable Law; (f) generally accepted industry standards; and (g) Telephone Company's written specifications that are set forth in the associated License Agreement, an Application, drawing, text or other writing, including any requirements for the location of an Attachment. If a conflict exists between the Telephone Company's written specifications and the NESC, the NESC will apply and control.

3.2 Noncompliant Attachment

In addition to any other rights and remedies to which Telephone Company may be entitled for a Noncompliant Attachment at law, in equity, under this tariff or under the associated License Agreement, if Telephone Company discovers a Noncompliant Attachment caused by Licensee, Telephone Company may give notice of the Noncompliant Attachment to Licensee. Such notice must set forth in reasonable detail the circumstances that render the relevant Attachment a Noncompliant Attachment caused by Licensee, including, if appropriate, detailing specific violations of any Specifications. At its own expense, Licensee must promptly repair any such Noncompliant Attachments that could reasonably be expected to endanger life or property, and must commence and pursue repair of all such other Noncompliant Attachments within sixty (60) days. Licensee's failure to timely do so will be deemed to revoke any License granted for the Noncompliant Attachment. Telephone Company may remove the Attachment without any liability on Telephone Company's part for damage to Attachments or the real or personal property of Licensee or any other person, or for any interruption of Licensee's services. Licensee will reimburse Telephone Company for Telephone Company's Cost to remove the Attachments within 30 days of the invoice date for an invoice from Telephone Company for the Cost. Any Noncompliant attachment caused by Telephone Company or another pole user shall be brought into compliance by the person or entity causing the Noncompliant Attachment at its sole reasonable expense.

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4. ATTACHMENT REMOVAL AND MODIFICATION

4.1 Attachment Removal.

In addition to and subject to other provisions in this tariff or the associated License Agreement requiring Licensee to remove Attachments, Licensee will, unless notified otherwise by Telephone Company, remove Attachments at its own expense within 60 days of: (a) Licensee's receipt from Telephone Company of any allowed notice to remove; (b) the date the License covering the Attachment is revoked; or (c) the date this tariff or the associated License Agreement expires or terminates.

When Licensee desires to remove an Attachment, be it permanently or as part of a Modification, or if Licensee is required under this tariff or the associated License Agreement to remove an Attachment, Licensee must provide 10 days advance notice to Telephone Company of when the removal is to occur. Licensee must give notice to Telephone Company that an Attachment has been removed. Licensee's obligations under this tariff and the associated License Agreement to remove Attachments will survive the expiration or termination of this tariff and the Associated License Agreement and any License revocation.

4.2 Licensee-Requested Modification.

If Licensee desires a Modification, Licensee must adhere to the Application and Attachment process of this Tariff and the associated License Agreement for each desired Modification. Each Modification requested by Licensee and approved by Telephone Company will be performed at Licensee's own expense and be done in a manner that does not interfere with work being performed by or service being provided by Telephone Company, Joint Owners or Existing Attachers. If Licensee cannot conduct a Modification to meet any applicable Telephone Company timing requirements, Telephone Company may perform Licensee's Modification at Licensee's sole Cost, and will invoice Licensee for that Cost. Licensee will pay the invoice within 30 days of the invoice date. In addition to any reimbursement of Costs required of Licensee under this tariff or the associated License Agreement, Licensee will pay any additional Cost incurred by Telephone Company that are solely related to a Licensee-requested Modification.

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Effective

United Telephone Company Of Ohio
By Duane Ring, Region President
Minneapolis, Minnesota

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POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF
P.U.C.O. No. 1

4. ATTACHMENT REMOVAL AND MODIFICATION (Cont'd)

4.3 Licensor-Required Modification.

Telephone Company may at any time and for any reason require Licensee to conduct a Modification. Except as otherwise required in this tariff, the associated License Agreement or by Applicable Law, Licensee will perform any Licensor-requested Modification for and on the account of Licensor within 60 days of its receipt of Licensor's notice regarding the Modification. Upon completion of the Modification, Licensor will provide to Licensee a writing reflecting the Licensor-required Modification. Licensee will be reimbursed for its Costs incurred in conducting the Licensor-required Modification. Licensee will not be required to submit an Application under this tariff or the associated License Agreement for the Modification done under this paragraph 4.3. If Licensee cannot conduct a Modification to meet any applicable timing requirements of Licensor, Licensor may perform Licensee's Modification at Licensor's sole Cost. Licensee will not be required to conduct any Make Ready Survey or Make Ready Work in connection with a Licensor-requested Modification. If the Modification required by Licensor can reasonably be expected to take more than 60 days to implement, then Licensor and Licensee will agree upon a reasonable extension of the initial 60-day time period.

If Licensor requires Licensee to conduct a Modification or Attachment removal due to, in Licensor's sole reasonable discretion, an immediate safety threat or emergency, Licensor will make a reasonable effort to notify Licensee of the need for an emergency Modification or Attachment removal so that Licensee can complete the required work. Such notification will be given under the terms of the associated License Agreement. If the safety threat or emergency arose because of Licensee's actions or Attachment, Licensee will conduct the Modification or Attachment removal at its sole Cost. If Licensor's reasonable efforts to give Licensee notice are not successful, or if Licensee, after receipt of such notice, does not immediately dispatch personnel and conduct the Modification or Attachment removal, then Licensor may conduct the Modification or Attachment removal itself and will, within a reasonable period of time after completion, give Licensee notice of the Modification or Attachment removal. Licensor will conduct the Modification or Attachment removal at its own Cost, unless the safety threat or emergency arose because of Licensee's actions or Attachment, in which case Licensee will reimburse Licensor for the Cost of the Modification or Attachment removal within 30 days of the invoice date for an invoice from Licensor for the Cost.

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5. RESERVATION OF RIGHTS, INSPECTIONS AND AUDIT

5.1 Ownership of Facilities

No use, however extended, of Telephone Company Facilities and no payments made under this tariff and the associated License Agreement or other action of Telephone Company will create or vest in Licensee any ownership or property rights in the Telephone Company Facilities, and Licensee's rights to the same will be a mere license. Nothing in this tariff or the associated License Agreement will be construed to compel Telephone Company to maintain any Telephone Company Facilities for a period longer than necessitated by its own service requirements.

5.2 Right to Operate

Telephone Company reserves to itself, its successors and assigns and Joint Owners, the right to construct, install, operate and maintain Telephone Company Facilities in such a manner that, in Telephone Company's judgment, will best enable it to fulfill its service or operating requirements, including considerations of economy and safety.

Nothing in this tariff or the associated License Agreement will compel or be construed as compelling Telephone Company to construct, retain, extend, place, replace, restore or maintain any Telephone Company Facilities that Telephone Company needs or does not need for its own service requirements, business or operations, or to approve an Application that would require Telephone Company to construct, retain, extend, place, replace, restore or maintain any Telephone Company Facility.

5.3 Other Rights Not Affected

Nothing in this tariff or the associated License Agreement will be construed as affecting the rights and privileges previously granted by Telephone Company, by contract or otherwise, to others to use any Poles or Conduit. Nothing contained in this tariff or the associated License Agreement will be construed as affecting or limiting the right of the Telephone Company to make additional contracts or agreements with other persons, firms, corporations or associations for the joint use of its poles.

5.4 Inspections

Telephone Company reserves the right to inspect each new Attachment. Licensee shall reimburse the Telephone Company for the expense of such inspections.

Such inspections or lack thereof will not operate in any way to relieve Licensee or its insurer of any responsibility, obligation or liability.

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5. RESERVATION OF RIGHTS, INSPECTIONS AND AUDIT (Cont'd)

5.5 Maintenance of Records.

On a going forward basis from the effective date of this Tariff, Licensee must compile and maintain current and accurate records consisting of the number of Attachments the type and size of Licensee Equipment attached, when each Attachment was made, the location of each Attachment and all Telephone Company-approved Applications. Licensee will provide access to its records within 30 days of a request from Telephone Company. Licensee's obligations under this section of the tariff and the associated License Agreement will survive for a period of 5 years from the expiration or termination of this Tariff and the associated License Agreement.

5.6 Audits

At any time, at a frequency no greater than once every five years in a particular area, Telephone Company may, in Telephone Company's sole discretion, conduct a shared cost audit to determine if any Attachments are unauthorized or noncompliant. Telephone Company shall give at least thirty (30) days advance notice to Licensee of its intent to conduct such an audit. Telephone Company and Licensee will pay the audit cost on a pro rata basis, the total cost to be apportioned equally among Telephone Company, Licensee, and if applicable, any other existing attachers. For example, if 10,000 of Telephone Companies poles are audited, Licensee is attached to 5,000 poles, and other existing attachers are attached to 5,000 poles, the Telephone Company would be responsible for fifty percent (50%) of the audit cost, Licensee would be responsible for twenty-five percent (25%) of the audit cost, and other existing attachers would be responsible for twenty-five percent (25%) of the audit cost. Licensee will reimburse Telephone Company for its share of the Telephone Company's total Audit cost within 30 days of the invoice date for an audit invoice. Telephone Company may conduct additional audits for which the cost is not shared as frequently as Telephone Company so chooses.

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6. RISK OF LOSS, LIABILITY AND INSURANCE

6.1 Damage to Telephone Company Property

In the event Licensee, its contractors, agents or employees cause damage to the property of Telephone Company or any other Joint Owner or Existing Attacher and damage is caused by the Licensee's Attachment, Licensee will assume all responsibility for, and will promptly reimburse in full Telephone Company, and through Telephone Company, any other Joint Owner or Existing Attacher, all loss and expense occasioned by such damage. Licensee will make immediate report to Telephone Company of the occurrence of any such damage.

6.2 Indemnification

Licensee will indemnify, protect, save harmless, defend and insure each Telephone Company Indemnitee and any Joint Owner or Existing Attacher from and against all claims or demands for Damages as a result of injury or destruction of property, or as a result of injury to or death of a person or persons (including payments made under Workmen's Compensation law or under any plan for employee's disability and death benefits) and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the creation, installation, maintenance, presence, Modification, use, rearrangements, or removal or withdrawal, or abandonment of Licensee's Attachments or by the proximity of Licensee Equipment, Attachments, apparatus and appliances or by an act of Licensee, its contractors, agents and employees on or in the vicinity of Telephone Company Facilities.

6.3 Certificate of Insurance

Prior to submitting any Application, Licensee will provide to Telephone Company evidence of Licensee's insurance coverage in such form and with such companies as is satisfactory to Telephone Company, for such types of insurance and in such amounts as requested by Telephone Company and as required by the associated License Agreement. All insurance will be furnished by Licensee at its own expense and will remain in force for the entire period that Licensee's Attachments occupy space on the Telephone Company Facilities.

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6. RISK OF LOSS, LIABILITY AND INSURANCE (Cont'd)

6.4 Other Liability

In addition, Licensee will indemnify, protect, hold harmless, defend and insure Telephone Company and any Joint Owner or Existing Attacher;

- a. with respect to all communications transmitted over Licensee's system, from and against claims and demands for infringement of copyright, libel, slander, business disparagement, unauthorized use or treatment of television broadcast programs or other programs of other program material, infringement of patents with respect to the manufacture, use or operation of Licensee Equipment arising from the use of Licensee Equipment in combination with the Telephone Company Facilities and;
- b. from and against any and all claims and demands which may arise out of or be caused by electrical voltages and currents being conducted over Licensee Equipment, including drop wires, whether resulting from lightning, electrical power line current or other wise and regardless of whether such electrical voltages and currents were also conducted along and through the Telephone Company Facilities.

6.5 Interruptions of Service

Telephone Company will not be liable to Licensee, its customers or any others, for any interruptions to service of Licensee or for any interference with the operation of Licensee Equipment arising in any manner out of the use of the Telephone Company's facilities hereunder, unless due solely to the Telephone Company's gross negligence and in any event, the extent of the Telephone Company's liability will be limited to the actual damage, if any, caused to Licensee Equipment.

6.6 Attachment Bond

Licensee will provide to Telephone Company a bond guaranteeing Licensee's performance of its obligations under this tariff and the associated License Agreement in a form agreeable to Telephone Company attached to the associated License Agreement ("Attachment Bond"). The amount of the Attachment Bond will be equal to five times the cumulative amount of the Annual License Fees or five hundred dollars (\$500.00), whichever is greater, except that no bond shall be required to exceed \$100,000. The Attachment Bond must be provided upon the effective date of the associated License Agreement. Telephone Company may, in its sole reasonable discretion, change the Attachment Bond requirements from time to time upon at least 30 days prior notice to Licensee, subject to the \$100,000 limitation. The amount of the Attachment Bond will not operate as a limitation upon any of Licensee's obligations under this tariff or the associated License Agreement.

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7. RATES AND BILLING

7.1 Annual License Fee

Per foot of space per Pole	<u>Per Year</u>
An entity providing lawful communications services	\$3.32
Per Conduit Duct Foot	\$.23

Nothing herein shall prevent Licensor and Licensee from agreeing to negotiate a separate per pole rate for pole attachments.

7.2 Payments

- a. Licensee's obligation to pay an Annual License Fee will commence upon the date the Attachment subject to an Annual License Fee is made ("Fee Commencement Date"). Subject to paragraph 7.2 (b) and 7.2 (c), Annual License Fees are payable by Licensee annually in advance without any set-off or deduction. Telephone Company will invoice Licensee for Annual License Fees in January of each calendar year during the Term as defined in the associated License Agreement, and Licensee will pay the invoice within 30 days of the invoice date.
- b. Subject to paragraph 7.2 (c), an Attachment placed at any time during a calendar year will be considered in use for that entire calendar year, and the Annual License Fee for that Attachment will initially be invoiced on the annual January invoice for the succeeding year. This amount is due and payable in arrears and is in addition to the Annual License Fee described in paragraph 7.2 (a) that is paid in advance.

As an example of how invoicing would work under paragraph 7.2 (a) and 7.2 (b), assume the Fee Commencement Date for a particular Attachment is August 1, 2013. The first Annual License Fee for that Attachment would appear in the January, 2014 invoice. That invoice would reflect an Annual License Fee for that Attachment owed in arrears for the year 2013, as well as the Annual License Fee for that Attachment payable in advance for the year 2014. Subsequently, the Annual License Fee for that Attachment would be payable in advance each January at the then current Annual License Fee.

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7. RATES AND BILLING (Cont'd)

7.2 Payments (Cont'd)

- (c) An Attachment placed after January 1 of the final calendar year of the Term (as defined in the associated License Agreement), will be considered in use for that entire calendar year, and the Annual License Fee for that Attachment will be invoiced within 90 days of the day the Term expires or terminates. This amount is due and payable in arrears. Licensee's obligation to pay this amount will survive the expiration or termination of this tariff and/or the associated License Agreement.

7.3 Adjustments in Annual License Fee

The Annual License Fee in existence at the time of the advance billing will apply to additional Attachments made during the billing period.

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8. DEFAULT AND REMEDIES

8.1 Licensee Default.

In addition to any Licensee Default specifically provided for elsewhere in this tariff and/or the associated License Agreement, and subject to any requirements for those same Licensee Defaults, a "Licensee Default" occurs if: (a) Licensee fails to pay a monetary obligation contained in this tariff or the associated License Agreement when due and payable, and the delinquency continues for a period of 15 days after Licensee's receipt of notice of delinquency from Telephone Company; (b) Licensee fails to perform a non-monetary obligation contained in this tariff and/or the associated License Agreement, and the non-performance continues for a period of 30 days after Licensee's receipt of notice of non-performance from Telephone Company, or when the non-performance cannot reasonably be cured within the 30 day period, if Licensee, within that 30 day period, has not commenced with due diligence the cure of the non-performance and thereafter fails to prosecute or complete with due diligence the cure of the non-performance. Licensee will not have more than 60 days from Licensee's receipt of notice to cure non-performance of a non-monetary obligation, despite its due diligence; (c) any representation or warranty of Licensee in the associated License Agreement proves untrue or incorrect; or (d) Licensee becomes insolvent, or bankruptcy or receivership proceedings are initiated by or against Licensee.

8.2 Telephone Company Remedies.

If a Licensee Default occurs, Telephone Company will have the immediate right, in addition to any other rights and remedies to which it is entitled under this tariff and/or the associated License Agreement, at law or in equity (including the right to seek specific performance), to terminate the associated License Agreement. In the event of termination, Licensee must remove all of its Attachments at its own expense within 60 days of termination, unless notified otherwise by Telephone Company. Telephone Company's termination of this Agreement does not release Licensee from any liability which exists at the time of termination or which may accrue after termination. If the Licensee Default falls under Section 8.1(a), Telephone Company may assess as a late fee interest at the highest interest rate allowed by Applicable Law against any outstanding amount from the due date of that amount until the date of payment.

8.3 Remedies Cumulative.

All remedies described in this tariff and the associated License Agreement are cumulative and are not exclusive of other remedies to which Telephone Company may be entitled under this tariff, the associated License Agreement, at law or in equity. Use of one or more remedies does not bar the use of any other remedy

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