



LICENSE AGREEMENT

For

RIGHTS-OF-WAY, CONDUITS, AND POLE ATTACHMENTS

Dated: _____, 2001

Between

TDS TELECOMMUNICATIONS CORPORATION

And



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**LICENSE AGREEMENT
FOR
RIGHTS-OF-WAY, CONDUITS AND POLE ATTACHMENTS**

This License Agreement made this 21st day of February, 2001 between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I attached hereto and made a part hereof (collectively "TDS Telecom") and, _____ with its principal place of business at _____ ("Licensee").

WITNESSETH:

WHEREAS, Licensee desires access to TDS Telecom's Poles, Ducts, Conduits and Rights-Of-Way within the exchange areas of TDS Telecom;

WHEREAS, TDS Telecom is willing to license under certain conditions, on a revocable, non-exclusive license basis, to the extent it may lawfully do so, the placement of Licensee's facilities on TDS Telecom's Poles, Ducts, Conduits and Rights-Of-Way where reasonably available in its exchange areas;

NOW THEREFORE, in consideration of the promises, mutual covenants, and the terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

1.0 DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this License Agreement shall, as used herein, have the meanings set forth in 1.1 through 1.31.

1.1 Anchor. The term "Anchor" refers to a device, structure, or assembly, which 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 the Guy Strand which connects the Anchor to the Pole and includes only those Anchors which are owned by TDS Telecom, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term "Anchor/Guy Strand" refers to 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. The term "Anchor/Guy Strand" includes, but is not limited to, strands sometimes referred to as "Anchor Strands", "Down Guys", "Guy Strands", and "Pole-to-Pole Guys".



- 1.3 Application. The term "Application" refers to a TDS Telecom application for Pole Attachment License or a TDS Telecom application for Conduit Occupancy. See Appendix I and II, respectively.
- 1.4 Applicant. The term "Applicant" refers to the party requesting authorization to attach to Poles or occupy Conduit Rights-Of-Way owned or controlled by TDS Telecom.
- 1.5 Assigned. The term "Assigned", when used with respect to Conduit or Duct space or Pole attachment space, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider, electric service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, assigned space must be physically occupied by the Licensee within twelve (12) months of the space being "Assigned".
- 1.6 Available. The term "Available", when used with respect to Conduit, Duct or Pole attachment space refers to any usable space in such Conduit or Duct or on such Pole not Assigned to a specific service provider at the applicable time.
- 1.7 Communications Act. The term "Communications Act" or "The Act" refers to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Section 151 et. seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.26 following.
- 1.8 Conduit Occupancy. The terms "Conduit Occupancy" and "Occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of TDS Telecom's Conduit System.
- 1.9 Conduit System. The term "Conduit System" refers to any combination of Ducts, Conduits, Manholes, and handholes joined to form an integrated whole. In this License Agreement, the term refers to Conduit Systems owned or controlled by TDS Telecom.
- 1.10 Cost. The term "cost" as used herein refers to charges made by TDS Telecom to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to TDS Telecom for work and/or, (b) if the work was performed by TDS Telecom employees, at the rates mutually agreed upon.
- 1.11 Duct. The term "Duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this License Agreement, the term "Duct" includes "inner-Ducts" created by subdividing a Duct into smaller channels.



- 1.12 Facilities. The terms "Facility" and "Facilities" refer to any property or equipment utilized in the provision of services by Licensee or TDS Telecom.
- 1.13 FCC. The term "FCC" refers to the Federal Communications Commission.
- 1.14 Inner-Duct. The term "Inner-Duct" refers to a pathway created by subdividing a Duct into smaller channels.
- 1.15 Joint User. The term "Joint User" refers to a utility which has entered into a License Agreement with TDS Telecom providing reciprocal rights of attachments of facilities owned by each party to the Poles, Ducts, Conduits and Rights-Of-Way owned by the other party.
- 1.16 Lashing. The term "Lashing" refers to the attachment of a Licensee's Sheath or inner-Duct to a supporting strand.
- 1.17 License. The term "License" refers to any License issued pursuant to this License Agreement and may, if the context requires, refer to Conduit Occupancy or Pole Attachment Licenses issued by TDS Telecom prior to the date of this License Agreement. See Appendix III.
- 1.18 Licensee. The term "Licensee" refers to a person or entity which has entered or may enter into a License Agreement or arrangement with TDS Telecom permitting such person or entity to place its facilities in TDS Telecom's Conduit System or attach its facilities to TDS Telecom's Pole or Anchors.
- 1.19 Make-Ready Work. The term "Make-Ready Work" refers to all work to be performed to prepare TDS Telecom's Conduit Systems, Poles or Anchors and related facilities for the requested Occupancy or attachment of Licensee's facilities. "Make-Ready Work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's facilities and not to meet TDS Telecom's business needs or convenience. "Make-Ready Work" may require "dig-ups" of existing facilities and may include the repair, or modification of TDS Telecom's facilities (including, but not limited to, Conduits, Ducts, handholds and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's facilities.
- 1.20 Manhole. The term "Manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a Conduit.



- 1.21 Occupancy. The term "Occupancy" shall refer to the physical presence of facilities belonging to either Licensee or TDS Telecom in a Duct, on a Pole, or within a Right-Of-Way.
- 1.22 Person Acting on Licensee's Behalf. The terms "Person Acting on Licensee's Behalf", "Personnel Performing Work on Licensee's Behalf", and similar terms include both natural persons, firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The aforementioned terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.23 Person Acting on TDS Telecom's Behalf. The terms "Person Acting on TDS Telecom's Behalf", "Personnel Performing Work on TDS Telecom's Behalf", and similar terms include both natural persons and firms and ventures of every type, including, but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The aforementioned terms specifically include, but are not limited to, TDS Telecom, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of TDS Telecom and their respective officers, directors, employees, agents and representatives.
- 1.24 Pole. The term "Pole" refers to both utility Poles and Anchors, but only to those utility Poles and Anchors owned or controlled by TDS Telecom, and does not include utility Poles or Anchors with respect to which TDS Telecom has no legal authority to License attachments by other persons or entities.
- 1.25 Pole Attachment. The term "Pole Attachment" refers to any attachment by a cable television system or provider of telecommunications service to a Pole, Duct, Conduit or Right-Of-Way owned or controlled by TDS Telecom, solely for the purpose of a Drop Loop to Licensee's customer and Licensee has no other attachment on TDS Telecom's pole which would constitute a Pole Attachment.
- 1.26 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.27 Pre-License Survey. The term "Pre-License Survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and handholes) to accommodate Licensee's facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate



Licensee's facilities.

- 1.28 Right-Of-Way. The term "Right-Of-Way" refers to the right to use the land or other property of another party to place Poles, Conduits, Cables, other structures and equipment, or to provide passage to access such 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.
- 1.29 Sheath. The term "Sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.30 Spare Capacity. The term "Spare Capacity" refers to any Pole Attachment space, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending application for Attachment/Occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by TDS Telecom, Licensee, or a Third Party for maintenance, repair, or emergency restoration.
- 1.31 Third Party. The terms "Third Party" and "Third Parties" refer to persons and entities other than Licensee and TDS Telecom. Use of the term "Third Party" does not signify that any such person or entity is a party to this License Agreement or has any contractual rights hereunder.

2.0 **SCOPE OF LICENSE AGREEMENT**

- 2.1 Undertaking of TDS Telecom. TDS Telecom shall provide Licensee, to the extent required by law, with equal and nondiscriminatory access to Pole space, Conduits, Ducts and Rights-Of-Way owned or controlled by TDS Telecom.
- 2.2 Attachments and Occupancies Authorized by this License Agreement. TDS Telecom shall issue one or more non-exclusive Licenses to Licensee authorizing Licensee to attach facilities to TDS Telecom's owned or controlled Poles and to place facilities within TDS Telecom's owned or controlled Conduits, Ducts or Rights-Of-Way under the terms and conditions set forth in this License Agreement and the Communications Act.
 - 2.2.1 Unless otherwise provided herein, authority to attach facilities to TDS Telecom's owned or controlled Poles, to place facilities within TDS Telecom's owned or controlled Conduits, Ducts or Rights-Of-Way shall be granted only in individual Licenses granted under this License Agreement and the placement or use of such facilities shall be determined in accordance with such Licenses and procedures established in this License Agreement.



2.2.2 Licensee agrees that its attachment of facilities to TDS Telecom's owned or controlled Poles, Occupancy of TDS Telecom's owned or controlled Conduits, Ducts or Rights-Of-Way shall take place pursuant to the licensing procedures set forth herein, and TDS Telecom agrees that it shall not unreasonably withhold issuance of such Licenses.

2.3 Licenses. Subject to the terms and conditions set forth in this License Agreement, TDS Telecom shall issue to Licensee one or more Licenses authorizing Licensee to attach facilities to specified Poles, or to place in Conduits, Ducts or Rights-Of-Way owned or controlled by TDS Telecom on a first come, first served basis. TDS Telecom may deny a License application if TDS Telecom determines in its sole judgement that the Pole, Conduit or Duct space specifically requested by Licensee is needed to meet TDS Telecom's present requirements, or is Licensed by TDS Telecom to another Licensee, or is otherwise unavailable based on engineering or other valid concerns. TDS Telecom shall provide written notice to Licensee within 45 days specifying in detail the reasons for denying Licensee's request. TDS Telecom shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit TDS Telecom's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by TDS Telecom to occupy the Conduit System.

Subject in all instances to considerations of TDS Telecom's service requirements including considerations of capacity, safety, reliability and generally applicable engineering purposes, TDS Telecom is willing, when it may lawfully do so, to issue one or more Licenses authorizing the placement or installation of Licensee's facilities on TDS Telecom's Poles, Rights-Of-Way and Conduits; provided TDS Telecom shall have the absolute right to refuse to issue any License hereunder whenever TDS Telecom determines that the issuance of such License is not possible because of insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes. Nothing in this Agreement shall be construed to require TDS Telecom to install, retain, extend or maintain any Pole, Conduit or Right-Of-Way that is not needed for TDS Telecom's own service requirements. Nothing in this Agreement shall limit, restrict or prohibit TDS Telecom from fulfilling any agreement or arrangement regarding Poles, Conduits or Rights-Of-Way into which TDS Telecom has previously entered, or may enter in the future, with others not a party to this Agreement.

2.4 Access and Use of Rights-Of-Way. TDS Telecom, in compliance with requirements in the Communications Act, will afford Licensee access to and use of all associated Rights-Of-Way to any sites where TDS Telecom's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of TDS Telecom's owned or controlled Conduit Systems are located.



- 2.4.1 TDS Telecom shall provide Licensee with access to and use of such Rights-Of-Way to the same extent and for the same purposes that TDS Telecom may access or use such Rights-Of-Way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which Pole Attachment, Conduit Occupancy, or Right-Of-Way use Licenses have been issued, provided that any license agreement with a Third Party under which TDS Telecom holds such rights whether expressed or implied, grants TDS Telecom the right to provide such rights to others.
- 2.4.2 In cases where a Third Party license agreement does not grant TDS Telecom the right to provide access and use rights to others as contemplated in Section 2.4.1, Licensee shall be responsible for obtaining from the appropriate party such permission to access and use such Rights-Of-Way. TDS Telecom shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of Rights-Of-Way to Licensee.
- 2.4.3 Except to the extent necessary to meet the requirements of the Communications Act, neither this License Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights-Of-Way, and nothing contained in this License Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights-Of-Way.
- 2.5 No Effect on TDS Telecom's Right to Convey Property. Nothing contained in this License Agreement or in any License issued hereunder shall in any way affect, restrict or impair the right of TDS Telecom to convey, transfer, mortgage, or assign to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed facilities pursuant to Licenses issued under this or other License Agreements; provided, however, that TDS Telecom shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on TDS Telecom's Rights to Manage its Own Facilities. This License Agreement shall not be construed as limiting or interfering with TDS Telecom's rights, including but not limited to the rights set forth below, except to the extent expressly provided by the provisions of this License Agreement or Licenses issued hereunder or by the Communications Act or other applicable laws, rules or regulations:
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate TDS Telecom's own facilities within TDS Telecom's or any of its affiliates' Conduits, Ducts or Rights-Of-Way or any of TDS Telecom's facilities



attached to TDS Telecom's Poles at any time and in any reasonable manner which TDS Telecom deems appropriate to serve customers, avail itself of new business opportunities, or otherwise meet its business needs; or

- 2.6.2 To enter into new License Agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in TDS Telecom's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new License Agreements or arrangements shall not substantially interfere with Licensee's Pole Attachment, Conduit Occupancy, Rights-Of-Way use, or rights provided by Licenses issued pursuant to this License Agreement.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This License Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this License Agreement or Licenses issued hereunder or by the Communications Act or other applicable laws, rules or regulations:
 - 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within TDS Telecom's Conduits, Ducts or Rights-Of-Way or its facilities attached to TDS Telecom's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
 - 2.7.2 To enter into new License Agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights-Of-Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new License Agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this License Agreement or otherwise conflict with any of TDS Telecom's rights.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this License Agreement or any License issued hereunder shall not be construed as authorizing either party to this License Agreement to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this License Agreement or any License issued hereunder or by the Communications Act or other applicable laws, rules or regulations.



- 2.8.1 Licensee acknowledges that the facilities of persons or entities other than TDS Telecom and Licensee may be attached to or occupy TDS Telecom's Poles, Conduits, Ducts and Rights-Of-Way.
- 2.8.2 TDS Telecom shall not attach, or give permission to any Third Parties to attach facilities to existing Licensee facilities without Licensee's prior written consent.
- 2.8.3 Licensee shall not overlash to facilities of a Third Party without first obtaining a License as described under terms of this License Agreement nor shall Licensee allow a Third Party to overlash to Licensee facilities or share Conduit for which Licensee has obtained Licenses without the notification and receipt of written authorization from TDS Telecom.
- 2.8.4 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, TDS Telecom will give to Licensee sixty (60) days written notice for Conduit extensions or reinforcements, sixty (60) days written notice for Pole line extensions, sixty (60) days written notice for Pole replacements, and sixty (60) days written notice of TDS Telecom's intention to construct, reconstruct, expand or place such facilities or of TDS Telecom's intention not to maintain or use any existing facility and, in the case of an existing facility which TDS Telecom elects not to maintain or use, TDS Telecom will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use License Agreement require TDS Telecom to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an application for attachment by Licensee, TDS Telecom will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.

3.0 REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this License Agreement by Reference. All of Licensee's facilities shall comply with applicable laws, standards or orders now in effect or hereafter issued by TDS Telecom or other authority 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 License Agreement:

- 3.1.1 The National Electrical Code (NEC); and



- 3.1.2 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in Section 3.1 of this License Agreement, or if required by law or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Licensee's facilities placed in TDS Telecom's Conduit System shall meet all of the following electrical design specifications:
 - 3.3.1 No facility shall be placed in TDS Telecom's Conduit System in violation of applicable federal, state and municipal laws, statutes, codes, rules and regulations, including FCC regulations.
 - 3.3.2 Licensee's facilities placed in TDS Telecom's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
 - 3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
 - 3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing TDS Telecom's cable unless such cable of Licensee meets the voltage limitations of Section 820 of the National Electrical Code.
 - 3.3.5 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or chemical reaction.
- 3.4 Additional Physical Design Specifications. Licensee's facilities placed in TDS Telecom's Conduit System must meet all of the following physical design specifications:
 - 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in TDS Telecom's Conduit or Ducts.
 - 3.4.2 The integrity of TDS Telecom's Conduit System and overall safety of TDS Telecom's personnel and other personnel working in TDS Telecom's Conduit System requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative Duct or route that is shared in the same



trench by any current carrying facility of a power utility.

3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or handholes.

3.5 Additional Specifications Applicable to Conduit Connections. The following specifications apply to connections of Licensee's Conduit to TDS Telecom's Conduit System:

3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a TDS Telecom Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to TDS Telecom Manholes(s) without the prior written approval of TDS Telecom, which approval will not be unreasonably withheld.

3.5.2 TDS Telecom may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into TDS Telecom's Manholes and the placement of Licensee's facilities in TDS Telecom's Manholes.

3.5.3 If Licensee constructs or utilizes a Duct connected to TDS Telecom's Manhole, the Duct and all connections between that Duct and TDS Telecom's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into TDS Telecom's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into TDS Telecom's Conduit System.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures. Duct clearing, "rodding" or modifications required to grant Licensee access to TDS Telecom's Conduit Systems may be performed by TDS Telecom at Licensee's expense at charges which represent TDS Telecom's Costs. Alternatively (at Licensee's option) such work may be performed by a contractor acceptable to TDS Telecom, who demonstrates compliance with TDS Telecom certification requirements, which certification requirements shall be consistent with FCC rules. The parties acknowledge that Licensee, its contractors, and other Persons Acting on Licensee's Behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within TDS Telecom's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall License any person to climb or work on or in any of TDS Telecom's Poles or to enter TDS Telecom's Manholes or work within TDS Telecom's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to



perform the work safely. Licensee assumes all risk of all such persons engaged in working on the Pole or in Pole climbing and holds harmless and releases TDS Telecom from all claims, losses, damages and liabilities associated thereto. Further, Licensee warrants that all Persons Acting on Licensee's Behalf and performing work on the Poles shall maintain the same insurance coverages and limits as are required of Licensee under this License Agreement.

Licensee acknowledges that all Persons Acting on Licensee's Behalf hereunder are not TDS Telecom's employees or agents and Licensee assumes full responsibility for their acts. Licensee shall be solely responsible for the payment of compensation of Licensee's employees assigned to perform services hereunder and such employees shall be informed that they are not entitled to the provision of any TDS Telecom benefits. TDS Telecom shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted subcontractor or assignee of Licensee hereunder are employees of TDS Telecom for any purpose, Licensee agrees to indemnify and hold TDS Telecom harmless from all liabilities, costs, and expenses (including, but not limited to, attorneys fees) associated with such determination.

- 3.6.1 Licensee's facilities within TDS Telecom's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License as specified in Section 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.
- 3.6.2 "Rodding" or clearing of Ducts in TDS Telecom's Conduit System shall be done only when specific authorization for such work has been obtained in writing in advance from TDS Telecom, which authorization shall not be unreasonably withheld by TDS Telecom. The parties agree that such "rodding" or clearing shall be performed according to existing industry standards and practices. Licensee may contract with TDS Telecom for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with TDS Telecom certification requirements.
- 3.6.3 Persons Acting on Behalf of TDS Telecom's or Licensee's Behalf in TDS Telecom's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment or other facilities located in any Manhole or other part of TDS Telecom's Conduit System.



- 3.6.4 Persons Acting on Behalf of TDS Telecom's or Licensee's Behalf within TDS Telecom's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with industry standards.
- 3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by TDS Telecom.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by Licensee or by a vendor approved by TDS Telecom in compliance with all regulations and standards for Manhole contaminants, water, sediment or debris removal and reporting procedures including any amendments, revisions or supplements established by the United States Environmental Protection Agency and by applicable federal, state or local environmental and/or safety regulations.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on licensee's facilities within TDS Telecom's Conduit System shall be of a type approved by TDS Telecom.
- 3.6.10 Licensee assumes all risk for all Persons Acting on Licensee's Behalf. When Licensee or Persons Acting on Licensee's Behalf are working within or in the vicinity of any part of TDS Telecom's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights-Of-Way, Licensee and all Persons Acting on Licensee's Behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all Persons Acting on Licensee's Behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. TDS Telecom reserves the right to suspend Licensee's activities on, in or in the vicinity of TDS Telecom's Poles or Conduit System if, in



TDS Telecom's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any Persons Acting on Licensee's Behalf, which suspension shall cease when the condition has been rectified.

- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or Persons Acting on Licensee's Behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
 - 3.6.12 Smoking or the use of any open flame is prohibited in TDS Telecom Manholes, in any other portion of TDS Telecom's Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
 - 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion proof lighting fixtures shall be used.
 - 3.6.14 Neither Licensee nor Persons Acting on Licensee's Behalf shall allow any combustible gas, vapor, liquid, or material or other potentially hazardous or unsafe materials or conditions to accumulate or exist in TDS Telecom's Conduit System (including any Manhole) during work operations performed within or in the vicinity of TDS Telecom's Conduit System.
 - 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in TDS Telecom's Manholes, in any other portions of TDS Telecom's Conduit System, or within ten (10) feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of TDS Telecom's Manholes and the authority of TDS Telecom personnel present when work on Licensee's behalf is being performed within or in the vicinity of TDS Telecom's Conduit System.
- 3.7.1 TDS Telecom's Manholes shall be opened in a manner only as permitted by TDS Telecom's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 3.7.2 Licensee shall notify TDS Telecom forty-eight (48) hours in advance of any routine work operation requiring entry into any of TDS Telecom's Manholes.



- 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
 - 3.7.4 TDS Telecom's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of TDS Telecom's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within TDS Telecom's Conduit System in a safe and workmanlike manner.
 - 3.7.5 Although TDS Telecom's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, TDS Telecom's employee or agent shall have the authority to suspend Licensee's work operations within TDS Telecom's Conduit System if, in the reasonable discretion of such TDS Telecom employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.8 OSHA Compliance: Notice to TDS Telecom of Unsafe Conditions. Licensee agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
 - 3.8.2 All Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, and subcontractors shall, when working on or within TDS Telecom's Poles or Conduit System, comply with regulations thereunder;
 - 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement; and
 - 3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of TDS Telecom's Poles or Conduit System to TDS Telecom.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter TDS Telecom's Conduit System and accumulate in Manholes or other Conduit facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If TDS Telecom has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, TDS Telecom will promptly notify Licensee of such fact.



Notwithstanding any of TDS Telecom's notification requirements in this Agreement, Licensee acknowledges that some of TDS Telecom's Conduits may be fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit", "Transite", or Johns-Manville". Until proven otherwise, Licensee will presume that all Conduits not fabricated of plastic, tile or wood is asbestos containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. TDS Telecom makes no warranties or representations of any kind to Licensee or personnel performing work on Licensee's behalf that TDS Telecom's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve TDS Telecom of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).
- 3.9.2 All Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, and subcontractors shall, when working on, within, or in the vicinity of TDS Telecom's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws including, but not limited to, all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement.
- 3.9.4 Licensee and all Persons Acting on Licensee's Behalf shall comply with such standards and practices as TDS Telecom may adopt from time to time to comply with environmental laws and regulations. Pursuant to this practice, neither Licensee nor TDS Telecom nor Persons Acting on either party's behalf shall discharge water or any other substance from any TDS Telecom Manhole or other Conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any



environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on TDS Telecom premises for storage or disposal.

- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to TDS Telecom's facilities shall be constructed, placed, maintained and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in Section 3.0, the most stringent standard or specification will apply.
- 3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances and laws specified above. In this regard, TDS Telecom shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including, but not limited to, splices and other facilities connections) located within TDS Telecom's Conduit and Ducts or any attachment of Licensee's facilities to TDS Telecom's Poles, Anchors, Anchor/Guy Strands or other Pole facilities. TDS Telecom may, however, conduct such inspections and audits of its Poles and Conduit System as TDS Telecom determines reasonable or necessary in its sole judgement. Such inspection and audits shall be conducted at TDS Telecom's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this License Agreement; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost shall be borne by Licensee. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.
- 3.13 Efficient use of Conduit. TDS Telecom, at its option, may install inner-Ducts to increase Duct space in existing Conduit. The full complement of inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of inner-Ducts which can reasonably be installed will be determined by TDS Telecom.

4.0 ADDITIONAL LEGAL REQUIREMENTS



- 4.1 Third Party Property Owners. Licenses granted under this License Agreement authorize Licensee to place facilities in, or attach facilities to Poles, Conduits and Ducts owned or controlled by TDS Telecom, but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.1.1 Licensee agrees that neither Licensee nor any Persons Acting on Licensee's Behalf including, but not limited to, Licensee's employees, agents, contractors, or subcontractors shall engage in any conduct which damages property in the vicinity of TDS Telecom's Poles or Conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while Acting on Licensee's Behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 4.2 Required Licenses and Certificates. Licensee shall be responsible for obtaining any building licenses, permits, authorizations or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its facilities to or in TDS Telecom's Poles, Conduit or Duct located on any property for which it or TDS Telecom has not first obtained all required authorizations.
- 4.2.2 TDS Telecom shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay TDS Telecom's Pre-License Survey work.
- 4.3 Lawful Purposes. All facilities placed by Licensee in TDS Telecom's Conduit and Ducts or on TDS Telecom's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to TDS Telecom's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.
- 4.4 Notification of Telecommunication Carrier Status. Should Licensee offer Telecommunications Services as defined by the FCC, Licensee is obligated to



notify TDS Telecommunications.

5.0 PRE-LICENSE PROVISION OF RECORDS AND INFORMATION

- 5.1 Licenses Required. Before placing any facilities in TDS Telecom's Conduits or Ducts, or attaching any facilities to TDS Telecom's Poles, Anchors or Anchor/Guy Strands, Licensee must first execute a License Agreement and then apply for and receive a written License from TDS Telecom. TDS Telecom shall not unreasonably deny or delay issuance of any License.
- 5.2 Pre-License Provision of Records and Information. After a License Agreement has been executed, an application for a License will be completed on forms provided by TDS Telecom. In no event shall Licensee install any facilities or attachments on any of TDS Telecom's property without first applying for and obtaining a License pursuant to the applicable requirements set forth in this Agreement. In completing the Application, the Licensee shall identify with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. TDS Telecom shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of TDS Telecom Poles, Conduit and Rights-Of-Way located within the geographic area specified by Licensee. Provision of information under the terms of this License Agreement shall include the right of Licensee's employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. The provision of records and information is a billable service to the Licensee and must be paid by the due date on the invoice from TDS Telecom.
- 5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by TDS Telecom pursuant to Section 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and Right-Of-Way. In providing such records and information, TDS Telecom assumes no liability or responsibility to Licensee or any Third Party for errors/omissions contained therein.
- 5.4 Field Surveys by Licensee. TDS Telecom shall provide Pole, Conduit and Right-Of-Way availability information in response to a request from Licensee which identifies with specificity the facilities for which information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and TDS Telecom shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensees' employees or agents shall be permitted to enter TDS Telecom Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-



eight (48) hours notice to TDS Telecom, with a TDS Telecom representative present and at Licensee's expense.

6.0 APPLICATION FOR LICENSE

6.1 Application Process. To apply for a License under this License Agreement, Licensee shall submit to TDS Telecom two signed copies of an Application for Conduit Occupancy License Form or an Application for Pole Attachment License Form. TDS Telecom will process License applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with TDS Telecom, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications.

6.1.1 Each application for a License under this License Agreement shall specify the proposed route of Licensee's facilities and identify the Conduits and Ducts or Poles and Pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each Pole.

6.1.2 Each application for a License under this License Agreement shall be limited to no more than 100 Poles per application.

6.1.3 Each application for a License under this License Agreement shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10.1 of this License Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work. See Section 8.3.

6.2 License Applications for Multiple Cables, Multiple Services, Lashing or Placing Additional Cables and Replacement of Facilities. Licensee may include multiple Cables in a single License application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's facilities shall be permitted subject to Section 12.1 of this License Agreement, and no additional fees will be applied. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in Licenses in effect, Licensee must apply for and receive a new License specifically describing the physical size, weight and jacket material of the cable to be placed in TDS Telecom's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and



weight of apparatus enclosures and other facilities to be attached to TDS Telecom Poles.

6.3 Application for Drop Pole Attachment License.

6.3.1 Licensee may attach to TDS Telecom poles for the purposes of securing required height for (drop) service loop to customer location.

6.3.2 Drop loop heights will meet required specifications pursuant to Section 3.0 Requirements and Specifications.

6.3.3 Licensee will notify TDS Telecom as soon as possible after each attachment by completing an Application for Drop Pole Attachment License and receiving a License according to the terms of this Agreement.

6.3.4 A Pole Attachment Fee will apply if the pole is not being utilized by Licensee for any other purpose under this agreement.

6.3.5 Drop Pole Attachment Fees will be billed in bulk by TDS Telecom rather than billed individually on a monthly or annual basis.

6.3.6 No Application for Drop Pole Attachment is required if Licensee is utilizing a span clip off their own distribution facilities or is not utilizing a TDS Telecom Pole for service drop line purposes.

6.4 License Application to Attach to Facilities of Third Parties. If Licensee desires to Lash additional cable to existing facilities of a Third Party, an Application for License is required and Licensee shall obtain and provide to TDS Telecom written permission from the owner of the existing facilities. In this instance, an attachment fee will apply to all overlashed facilities of Licensee.

6.5 License Applications for Third Parties Desiring to Overlash to Facilities of Licensee. Third Parties seeking to overlash facilities of Licensee are required to execute a License Agreement with TDS Telecom and to make a License Application accompanied by written permission to overlash from Licensee. If TDS Telecom determines that the requested Lashing would violate safety or engineering requirements, TDS Telecom shall provide written notice to Licensee and Third Party within a reasonable time specifying in detail TDS Telecom's findings. Provision of information charges, Pre-License Survey Work Charges, Make-Ready Work charges and attachment fees apply.

7.0 **PROCESSING OF APPLICATIONS FOR LICENSE AND PRE-LICENSE SURVEY WORK**



- 7.1 Licensee's Priorities. When Licensee has multiple applications on file with TDS Telecom, Licensee shall designate its desired completion of Pre-License Surveys and Make-Ready Work with respect to all such applications.
- 7.2 Multiple Applications from Different Licensees. Licensee acknowledges that multiple Applicants, including TDS Telecom, may seek to place their facilities in TDS Telecom's Poles at or about the same time that the Make-Ready Work required to prepare TDS Telecom's facilities to accommodate multiple Applicants may differ from the Make-Ready Work required to accommodate a single Applicant, that issues relating to the proper apportionment of costs arise in multiple Applicant situations that do not arise in single Applicant situations, and that cooperation and negotiations between all Applicants and TDS Telecom may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same Pole, Conduit, Duct or Right-Of-Way. All applications will be processed on a first-come, first served basis.
- 7.3 Pre-License Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed in the company of a representative of the other party as mutually agreed to determine whether TDS Telecom's Poles, Anchors, and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's facilities, without interfering with the ability of TDS Telecom or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of TDS Telecom's Poles or placed within or connected to TDS Telecom's Conduit System. If Licensee gives its prior written consent, the determination of Duct availability may include the "rodding" of Ducts at Licensee's expense.
 - 7.3.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to TDS Telecom's Poles or Occupancy of TDS Telecom's Conduit and Ducts will interfere with use of TDS Telecom's facilities by TDS Telecom's and others with facilities occupying, connected or attached to TDS Telecom's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct or Right-Of-Way is suitable for its use.
 - 7.3.2 Based on information provided by TDS Telecom, Licensee shall determine whether TDS Telecom's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct facilities are suitable to meet Licensee's needs.
 - 7.3.3 TDS Telecom may not unreasonably refuse to continue to process an Application based on TDS Telecom's determination that Licensee's proposed use of TDS Telecom's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances and laws. Licensee shall be responsible for making its own independent determination that its use of such facilities will be in compliance with such



requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that TDS Telecom is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of TDS Telecom's facilities will be in compliance with applicable requirements, specification, rules, regulations, ordinances and laws.

7.4 Pre-License Survey Work. The processing of Application to determine whether there is adequate capacity to accommodate Licensee's facilities and to determine Make-Ready Work is termed Pre-License Work. It includes a review of records, maps and staking sheets, making field visits, preparing Make-Ready Work order estimates, notifying Joint Users and other persons and entities of License Application by Licensee, and coordinating the relocation/rearrangement of TDS Telecom and/or other Licensed facilities. Pre-License Survey Work is a billable service to the Licensee. An advance payment for estimated Pre-License Survey Work is required prior to processing the Application.

8.0 MAKE-READY WORK

8.1 Work Performed by TDS Telecom. Make-Ready Work performed by TDS Telecom to accommodate Licensee's facilities shall be included in the normal work load schedule of TDS Telecom. Licensee will not be entitled to priority, advancement, or preference over other work to be performed by TDS Telecom in the ordinary course of TDS Telecom's business.

8.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and TDS Telecom agrees to perform the work on such a basis, TDS Telecom shall recalculate the estimated Make-Ready charges at 1.5 times its normal labor rate and/or the expedited labor rate of its contractors. If Licensee accepts TDS Telecom's offer, Licensee shall pay such additional charges.

8.2 Advance Payment Required for Make-Ready Work. An advance payment for estimated Make-Ready Work is payable prior to the commencement of any actual Make-Ready Work. Upon completion of Make-Ready Work, Licensee will be billed for the difference between the actual Make-Ready Work less the advance payment. The difference must be paid prior to issuance of a License.

8.3 Work Performed by Certified Contractors. Licensee may arrange for all Make-Ready Work associated with its License Application to be completed by contractors certified by TDS Telecom. Certification shall be granted based upon reasonable and customary criteria employed by TDS Telecom in the selection of its own contract work.

8.4 Negotiations and Payments to others for expenses incurred in transferring or arranging their facilities. Licensee shall be solely responsible for negotiating with



entities other than TDS Telecom for Make-Ready Work and rearrangement of facilities located in or connected to TDS Telecom's Conduit System or attached to TDS Telecom's Poles, Anchors or Anchor/Guy Strands and shall be responsible for paying all charges incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to TDS Telecom's structures.

- 8.5 Completion of Make-Ready Work. TDS Telecom will issue a License to Licensee at the time all Make-Ready Work has been completed, inspected, approved and payment for all charges has been received.

9.0 ISSUANCE OF LICENSES

- 9.1 License. If Licensee's Application for a Pole Attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, TDS Telecom will execute and return a License to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on TDS Telecom's Poles or in TDS Telecom's Conduit or Ducts.

9.1.1 Each License issued under this License Agreement shall authorize Licensee to attach to TDS Telecom's Poles or place or maintain in TDS Telecom's Conduit or Ducts only those facilities specifically described in the License, and no others.

9.1.2 Each License issued pursuant to this License Agreement shall incorporate all terms and conditions of this License Agreement.

10.0 CONSTRUCTION OF LICENSEE'S FACILITIES

- 10.1 Construction Schedule. Promptly after the issuance of a License, Licensee shall provide TDS Telecom with an updated construction schedule and shall thereafter keep TDS Telecom informed of changes in the construction schedule. Construction schedule information required by this License Agreement shall include, at a minimum, the following:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and



- 10.1.4 The approximate dates when Licensee or Persons Acting on Licensee's Behalf will be performing construction work in connection with the placement of Licensee's facilities in TDS Telecom's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures. The following procedures shall apply before Licensee places facilities in TDS Telecom's Conduit System or attaches to Poles:
- 10.2.1 Licensee shall give written notice of the type of facilities which are to placed; and
- 10.2.2 TDS Telecom shall 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 Telecom's Conduit System, and specific location and manner of installation of any associated equipment which is permitted by TDS Telecom to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of TDS Telecom. TDS Telecom shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.2.3 TDS Telecom shall specify the point of attachment of Pole and Anchor for Licensee's facilities. When the facilities of more than one Applicant are involved, TDS Telecom will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each Applicant's facilities.
- 10.3 TDS Telecom Not Responsible for Constructing or Placing Facilities. TDS Telecom shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in, TDS Telecom's Poles or Conduit System except as may be necessary to facilitate the interconnection of unbundled network elements or, except to the extent expressly provided in this License Agreement, any License issued hereunder, or by the Communications Act or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Licensee shall be responsible for constructing its own facilities and attaching those facilities to Poles, or placing them in Conduit or Ducts at Licensee's sole cost and expense. Licensee shall be 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 and placement of Licensee's facilities and for directing the activities of all Persons Acting on Licensee's Behalf while they are physically present on TDS Telecom's Pole, in any part of TDS Telecom's Conduit System, or in the vicinity of TDS Telecom's Poles or Conduit System.



Licensee shall not permit any mechanic's lien, materialmen's lien, or any other lien, claim or security interest to attach to or encumber any of TDS Telecom's real or personal property at any time. TDS Telecom shall have the right to require Licensee to provide to TDS Telecom a performance bond in the amount of not less than \$15,000.00 in connection with each License application. The bond shall be with an entity and in a form acceptable to TDS Telecom. The purpose of the bond is to insure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties and fees due to TDS Telecom which arise by reason of the construction, operation, maintenance or removal of Licensee's facilities on or about TDS Telecom's Poles, Conduits and Rights-Of-Way.

10.5 Compliance with Applicable Standards Health and Safety Requirements and other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this License Agreement and all Licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this License Agreement.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this License Agreement.

10.5.3 Licensee shall not authorize any person acting on Licensee's behalf to perform any work on TDS Telecom's Poles or within TDS Telecom's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify TDS Telecom of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide TDS Telecom with information to reasonably assure TDS Telecom that construction has been performed in accordance with all applicable standards and requirements.

10.7 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to TDS Telecom Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

11.0 USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES



- 11.1 Routine Maintenance of Licensee's Facilities. Each License granted under this License Agreement authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in TDS Telecom's Poles, Conduits, Ducts and Rights-Of-Way pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable, but not less than forty-eight (48) hours notice to TDS Telecom before performing any work, whether or not of a routine nature, in TDS Telecom's Conduit System.
- 11.2 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this License Agreement (including but not limited to all requirements set forth above in this License Agreement) and all Licenses issued hereunder. Licensee shall be 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 maintenance of Licensee's facilities and assumes all responsibility for directing the activities of all Persons Acting on Licensee's Behalf while they are physically present on TDS Telecom's Poles, within TDS Telecom's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.3 TDS Telecom Not Responsible for Maintaining Licensee's Facilities. TDS Telecom shall have no obligation to maintain any Licensee facilities which Licensee has attached, connected to, or placed in TDS Telecom's Poles, Conduits, Ducts or any portion of TDS Telecom's Conduit System, or by the Communications Act or other applicable laws, rules or regulations.
- 11.4 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach facilities to, or place facilities in TDS Telecom's Poles, Conduits or Ducts, Licensee shall provide TDS Telecom with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify TDS Telecom of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on TDS Telecom's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on TDS Telecom's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all Persons Acting on Licensee's Behalf are complying with the requirements of this License Agreement and Licenses issued hereunder.
- 11.5 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on TDS Telecom's Poles, in its Conduit Systems or Ducts, or in the vicinity of such



Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon request of any TDS Telecom employee, produce such identification.

12.0 MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Pursuant to Application for License procedures specified in Section 6.0 of this License Agreement, Licensee shall, when practical, notify TDS Telecom in writing at least 60 days before overloading, relocating, replacing or otherwise modifying its facilities attached to a TDS Telecom Pole, Anchor or Anchor/Guy Strand or located in any TDS Telecom Conduit or Duct. The notice shall contain sufficient information to enable TDS Telecom to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 Make-Ready Caused by Licensee's Request. If Licensee's request to modify its facilities attached to a TDS Telecom Pole, Anchor, or Anchor/Guy Strand or located in any TDS Telecom Conduit or Duct, requires TDS Telecom and/or other Licensees to rearrange their respective facilities in order to License Licensee to make said modifications, Licensee shall advise TDS TELCOM of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's facilities and be subject to the terms set forth in Section 8.0 of this Agreement.

12.3 New or Amended License Required. A new or amended Application for License as per Section 6.2 will be required if the proposed addition, relocation, replacement, or modification:

12.3.1 Requires that Licensee use additional space on TDS Telecom's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner-Ducts, or more space in any handhole or Manhole) on either a temporary or permanent basis; or

12.3.2 Results in the size or location of Licensee's facilities on TDS Telecom's Poles or in its Conduit or Ducts being different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to recalculate storm loading, guying, or Pole class).

13.0 REARRANGEMENT OF FACILITIES

13.1 Rearrangement of Licensee's Facilities at TDS Telecom's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for TDS Telecom to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by TDS Telecom's business needs and that it is clear the beneficiary of such rearrangement is TDS Telecom. In these instances,



Licensee agrees that Licensee will, upon TDS Telecom's request, and at TDS Telecom's expense, but at no cost to Licensee, participate with TDS Telecom (and other Licensees) in the relocation, reconstruction, or modification of TDS Telecom's Poles, Conduit System or facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for TDS Telecom to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority or the activity is of equal benefit, such as routine maintenance replacements of Poles, to all Parties attached, including TDS Telecom. Licensee shall, upon TDS Telecom's request, participate with TDS Telecom (and other Licensees) in the relocation, reconstruction, or modification of TDS Telecom's Poles, Conduit System or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction or modifications that are not reimbursed by such municipality of governmental authority.

13.1.1 Licensee shall make all rearrangements of its facilities within such a period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.

13.1.2 If Licensee fails to make the required rearrangements within the time requested and prescribed or within such extended periods of time as may be granted by TDS Telecom in writing, TDS Telecom may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse TDS Telecom for actual costs and expenses incurred by TDS Telecom in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this License Agreement or License issued hereunder shall be construed as requiring Licensee to bear any costs and/or expenses which, under the Communications Act or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee.

13.2 Rearrangement of Licensee's Facilities at Request of Another Licensee. Licensee acknowledges that, from time to time, it may be necessary to rearrange its facilities on behalf of the business needs of another Licensee. Any work to be performed to accommodate the requesting Licensee shall be negotiated, coordinated and reimbursed directly through the requesting Licensee; provided, however, that TDS Telecom shall be advised of such request and shall determine, in the exercise of sound engineering judgment whether or not Make-Ready Work is necessary or possible.

14.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS



- 14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. TDS Telecom shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

15.0 INSPECTION BY TDS Telecom OF LICENSEE'S FACILITIES

- 15.1 TDS Telecom's Right to Make Periodic or Spot Inspections. TDS Telecom shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to TDS Telecom's Poles, Anchors or Anchor/Guy Strands or occupying any TDS Telecom Conduit or Duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this License Agreement and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened). Such inspections shall be conducted at TDS Telecom's expense provided; however, that Licensee shall bear the cost of inspections as specified in Section 3.12.

- 15.2 No Duty to Licensee. Neither the act of inspection by TDS Telecom of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on TDS Telecom any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this License Agreement.

16.0 NOTICE OF NONCOMPLIANCE

- 16.1 Notice of Noncompliance. If, at any time, TDS Telecom determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this License Agreement, TDS Telecom may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute TDS Telecom's assertion that such facilities are not in compliance, Licensee agrees to provide TDS Telecom with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within thirty (30) days of notice, and to notify TDS Telecom in writing when the facilities have been brought into compliance.

- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes TDS Telecom's assertion that Licensee's facilities are not in compliance, Licensee shall notify TDS Telecom in writing within seven (7) days of notice of the basis for Licensee's assertion that its facilities are in compliance.

- 16.3 Failure to Bring Facilities Into Compliance. If Licensee has not brought the facilities into compliance within the thirty (30) day time period, or not provided TDS Telecom with proof sufficient to persuade TDS Telecom that TDS Telecom erred in asserting that the facilities were not in compliance, and if TDS Telecom



determines in good faith that the alleged noncompliance causes or is likely to cause damage or pose a hazardous condition to TDS Telecom's facilities or those of other Licensee's, TDS Telecom may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this License Agreement or terminate the License in accordance with the terms set forth herein.

16.4 Correction of Conditions by TDS Telecom. If TDS Telecom elects to bring Licensee's facilities into compliance, the provisions of this License Agreement shall apply.

16.4.1 TDS Telecom will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and TDS Telecom's schedule for performing the work.

16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a TDS Telecom Manhole, TDS Telecom may, at Licensee's expense, reattach them but shall not be obligated to do so. If TDS Telecom does not reattach Licensee's facilities TDS Telecom shall endeavor to arrange with Licensee for the reattachment of any facilities affected.

16.4.3. TDS Telecom shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this License Agreement provided; however, that nothing contained in this License Agreement or License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.0 UNAUTHORIZED OCCUPANCY OR UTILIZATION OF TDS Telecom'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Poles or occupying Conduit Systems for which no License is outstanding, TDS Telecom, without prejudice to its other rights or remedies under this License Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within



thirty (30) days after receipt of written notification from TDS Telecom of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License application. If such application is not received by TDS Telecom within a specified time period, Licensee may be required at TDS Telecom's option to remove its unauthorized attachment or Conduit Occupancy within sixty (60) days of the final date for submitting the required application, or TDS Telecom may, at TDS Telecom's option, remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized Conduit Occupancy shall be equal to applicable License fees and charges which would have been payable from and after the date such facilities were first placed on TDS Telecom's Poles or in TDS Telecom's Conduit System, if Licensee provides reasonable documentation in the License Application. If Licensee is unable to provide such reasonable documentation, then Licensee agrees to all applicable fees in Schedule II for a term of three (3) years.

17.1.1 Nothing contained in the License Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 No Implied Waiver or Ratification of Unauthorized Use. No act by TDS Telecom with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by TDS Telecom of any of its rights or privileges under this License Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this License Agreement in regard to said unauthorized use from its inception.

18.0 REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of TDS Telecom's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, TDS Telecom shall have the right to remove such attachments at Licensee's expense and without any liability on the part of TDS Telecom for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of TDS Telecom.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a Conduit System within sixty (60) days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Licensee replaces its existing facilities in one Duct with substitute facilities in another Duct. If Licensee fails to remove its facilities within the



specified period, TDS Telecom shall have the right to remove such facilities at Licensee's expense and without any Liability on the part of TDS Telecom for damage or injury to such facilities unless caused by negligence or intentional misconduct of TDS Telecom.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to TDS Telecom all fees and charges pursuant to provisions of this License Agreement until all of Licensee's facilities are physically removed from TDS Telecom's Poles or Conduit System.

19.0 FEES, CHARGES AND BILLING

19.1 License Fees. Each License issued pursuant to License Agreement shall provide for an annual attachment or occupancy fee using pricing methodologies authorized by the Federal Communications Commission. See Schedule II.

19.2 Billing. License fees commence on the date a License is issued and are advance billed except in states where prohibited by law. Such fees cease as of the final day in which the attachment or Occupancy is physically removed or the occupancy is discontinued. A one-month minimum charge is applicable to all Licenses. TDS Telecom may elect to bill the annual License fees on a monthly basis. If monthly billing is elected, the term of billing will be adjusted accordingly.

19.3 Notice of Rate and Computation of Charges. On or about November 1 of each year, TDS Telecom will notify Licensee by certified mail, return receipt requested, of the Annual Pole Attachment and Conduit Occupancy Fees to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by terms and conditions of this License Agreement. Attachment and Occupancy Fees shall be applied to the number of Poles and Duct feet for which Licenses have been issued.

19.4 Receipt of Payment. All charges are due upon the due date of invoice or bill from TDS Telecom. Payments not received with thirty (30) days after receipt of an invoice from TDS Telecom shall be considered delinquent.

19.5 Assurance of Payment. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000 per state or \$50,000 per region. Such bond, letter of credit or other security shall be in a form satisfactory to TDS Telecom and may be increased from time to time as reasonably required by TDS Telecom to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.



20.0 INSURANCE

- 20.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this License Agreement, issued by an insurance carrier Licensed to do business in the state in which Licensee's facilities are to be located and having an A.M. Best rating of A minus or better, and reasonably satisfactory to TDS Telecom to protect TDS Telecom, other authorized Licensees, and Joint Users from and against all claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this License Agreement.
- 20.2 License shall maintain the following amounts of insurance in compliance with Section 20.1 above:
- 20.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- 20.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 20.2.3 Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident.
- 20.2.4 Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
- 20.3 TDS Telecom shall be named as an additional insured on the policies described under Sections 20.2.1, 20.2.2, and 20.2.4. Licensee shall submit to TDS Telecom certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to TDS Telecom.
- 20.4 All Insurance required in accordance with Section 20.2 and 20.3 preceding must be effective before TDS Telecom will authorize employees to enter TDS Telecom buildings or Manholes or climb TDS Telecom Poles as part of the Pre-License Provision of Records and Information. Required insurance shall remain in force until such Licensee's facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right-Of-Way. In the event that the Licensee shall fail to maintain the required insurance coverage, TDS Telecom may pay any premium thereon falling due, and the Licensee shall forthwith reimburse TDS Telecom for any such premium paid.



21.0 INDEMNIFICATION, LIMITATION ON DAMAGES AND DISCLAIMER OF LIABILITY AND WARRANTIES

- 21.1 TDS Telecom shall exercise reasonable care to avoid damaging the communications facilities of the Licensee and shall report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. TDS Telecom agrees to reimburse the Licensee for all reasonable costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of TDS Telecom, its employees, agents, contractors, subcontractors or invitees. However, TDS Telecom shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities, or for any special, indirect, or consequential damages arising in any manner, including TDS Telecom's negligence out of the use of Pole(s), Anchor(s), or Conduit Systems or TDS Telecom's actions or omissions in regard thereto and Licensee shall indemnify and save harmless TDS Telecom from and against any and all claims, demands, causes of action, costs, and reasonable attorney's fees with respect to such special, indirect or consequential damages.
- 21.2 Licensee shall exercise reasonable care to avoid damaging the facilities of TDS Telecom and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employee, agents, or contractors. Licensee agrees to reimburse TDS Telecom for all reasonable costs incurred by TDS Telecom for the physical repair of such facilities damaged by Licensee.
- 21.3 Licensee shall indemnify, protect and save harmless TDS Telecom, its directors, officers, employees and agents, TDS Telecom'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 incurred by TDS Telecom, TDS Telecom's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of Right-Of -Way or property owner consents and/or the cost of defending those rights and/or consents.
- 21.4 The Licensee shall indemnify, protect and save harmless TDS Telecom, its directors, officers, employees and agents, TDS Telecom's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and costs, including reasonable attorney's fees through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's facilities, or by their proximity to the facilities of all parties attached to a Pole, Anchor, and/or Guy, or placed in a Conduit System, or by any act or omission of



the Licensee's employees, agents or contractors in the vicinity of TDS Telecom's Poles(s), Anchor(s), Guy(s) or Conduit Systems.

- 21.5 The Licensee shall indemnify, protect and save harmless TDS Telecom, its directors, officers, employees, and agents, TDS Telecom's other Licensees and Joint User(s) from any and all claims, demands, causes of action and cost, including attorney's fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's facilities, 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 from and against all claims, demands and costs including attorney's fees through appeals for infringement of patents with respect to the to the construction, maintenance, use and operation of Licensee's facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 21.6 Licensee shall promptly advise TDS Telecom of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Licensee shall promptly notify TDS Telecom in writing of any suits or causes of action which may involve TDS Telecom and upon the request of TDS Telecom, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or other shall be furnished promptly to TDS Telecom.
- 21.7 LICENSEE ACKNOWLEDGES AND AGREES THAT TDS Telecom DOES NOT WARRANT THE CONDITION OR SAFETY OF TDS Telecom'S POLES, CONDUITS, OR RIGHTS-OF-WAY, 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, AND RIGHTS OF AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME.
- 21.8 By executing this Agreement, Licensee warrants that it has acquainted or will fully acquaint itself and its employees and/or contractors or agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties and restrictions pending the executing of such work.
- 21.9 TDS Telecom MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO TDS Telecom'S POLES, CONDUITS, OR RIGHTS-OF-WAY OR OTHER FACILITIES ALL OF WHICH ARE HEREBY DISCLAIMED AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



22.0 AUTHORIZATION NOT EXCLUSIVE

22.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. TDS Telecom shall have the right to grant, renew and extend rights and privileges to others not party to this License Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this License Agreement and Licensee's rights hereunder.

23.0 ASSIGNMENT OF RIGHTS

23.1 Licensee shall not assign or transfer this License Agreement or any License or any right or authorization granted under this License Agreement and this License Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of TDS Telecom. TDS Telecom shall not unreasonably withhold such consent.

23.2 In the event such consent or consents are granted by TDS Telecom, then the provisions of this License Agreement shall apply to and bind the successors and assigns of the Licensee.

24.0 FAILURE TO ENFORCE

24.1 Failure of TDS Telecom to enforce or insist upon compliance with any of the terms or conditions of this License Agreement or to give notice or declare this License Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this License Agreement, but the same shall be and remain at all times in full force and effect.

25.0 TERM AND TERMINATION OF LICENSE AGREEMENT

25.1 Unless sooner terminated as herein provided, this License Agreement shall continue in effect for a term of three (3) years from the date hereof and thereafter from year to year until either party terminates this License Agreement by giving the other party at least ninety (90) days prior written notice. Such ninety (90) day notice of termination may be given to take effect at the end of the original three (3) year period or any time thereafter.

25.2 Termination of this License Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

25.3 TDS Telecom shall have the right to terminate this entire Agreement or any License issued hereunder whenever Licensee violates, breaches or is in default of



any term or condition of this Agreement or any License including but not limited to the following:

25.3.1 Construction, operation or maintenance of Licensee's facility in violation of law or in aid of any lawful act or undertaking; or

25.3.2 Construction, operation or maintenance of Licensee's facility without the insurance coverage required under this Agreement.

Within ten (10) days of notice from TDS Telecom, Licensee shall take immediate corrective action to eliminate any above mentioned condition or other violation of any term or condition of this Agreement within ten (10) days and shall confirm in writing to TDS Telecom that the cited violations have been corrected. If Licensee fails to discontinue or correct these violations or fails to give the required confirmation, TDS Telecom may immediately terminate this Agreement and any of Licensee's rights hereunder without limiting or restricting any further rights and remedies TDS Telecom may have against Licensee.

25.4 In the event of termination of this Agreement, TDS Telecom may seek the removal of Licensee's facilities provided that Licensee shall be liable for and pay all fees and charges pursuant to the terms of this Agreement to TDS Telecom until Licensee's facilities are actually removed.

25.5 Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's facilities under this Agreement.

26.0 SUPERSEURE OF PREVIOUS LICENSE AGREEMENT(S)

26.1 This License Agreement supersedes all previous license agreements; whether written or oral, between TDS Telecom and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s) and in Conduit Systems within the geographical area covered by this License Agreement; and there are no other provisions, terms or conditions to this License Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous License Agreements shall be subject to the terms and conditions of this License Agreement.

27.0 AUTHORIZATIONS

27.1 Licensee represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State for which this License Agreement is to be performed. Licensee warrants that it has full power and



authority to execute and deliver this License Agreement and to perform its obligations hereunder.

Notwithstanding any other provisions of this Agreement, TDS Telecom shall have no obligation to perform under this Agreement until such a time as Licensee has obtained Public Service Commission authorization that is required by law as a condition for conducting business in the state as a local exchange carrier or competitive local exchange carrier, CATV operator or a public utility.

28.0 NOTIFICATIONS

28.1 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this License Agreement, including, but not limited to processing Licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

LICENSEE		
	Legal	Operational
Contact		
Title		
Company		
Address		
Address		
City, State, Zip		
Telephone		
Facsimile		
TDS Telecom		
	Legal	Operational
Contact	Mike Hicks	Andy Mahaffey
Title	Manager-Competitive Market Strategy	Manager-Network Operations
Company	TDS Telecom	TDS Telecom
Address	9737 Cogdill Road	12023 New York State
Address	Suite 230	Route 12 E.P.O. Box 70
City, State, Zip	Knoxville TN 37932-3374	Chaumont NY 13622
Telephone	865-671-4505	315-654-4200
Facsimile	865-966-4720	315-654-4250



29.0 FORCE MAJEURE

29.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as 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. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations.

30.0 NONDISCLOSURE AGREEMENT

30.1 During the term of this Agreement it may be necessary for the parties to provide to each other certain information considered proprietary or confidential. The receiving party shall protect such information of the disclosing party from whatever source from distribution, disclosure, or dissemination to anyone except employees of the receiving party with a need to know such information in conjunction with the provision of Services hereunder, except as authorized herein or as otherwise authorized in writing. All such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend.

30.2 The receiving party will not have an obligation to protect any of the disclosing party's information which:

30.2.1 is made publicly available by the disclosing party or lawfully by a nonparty to this agreement; or

30.2.2 is lawfully obtained by the receiving party from any source other than the disclosing party; or

30.2.3 is previously known to the receiving party without an obligation to keep it confidential; or

30.2.4 is released by the disclosing party in writing; or

30.2.5 is released by the receiving party pursuant to any valid subpoena issued in connection with any legal action or administrative proceedings; however, notice of subpoena shall immediately be given to the other party.

