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Madison, WI 53717  
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**SEP 14 2015**

**GENERAL COUNSEL  
FINANCE CABINET**

September 8, 2015

Commonwealth of Kentucky  
Finance and Administration Cabinet  
Office of the Secretary  
702 Capitol Ave.  
Room 392 Capitol Annex  
Frankfort, KY 40601

Dear Mr. McGee:

Enclosed is an executed copy of the License Agreement between the Commonwealth of Kentucky and TDS Baja Broadband.

If you have any questions and or concerns pertaining to this agreement, please contact Mary Doherty, at 920-775-9998 or [mary.doherty@tdstelecom.com](mailto:mary.doherty@tdstelecom.com).

Sincerely,

A handwritten signature in black ink that reads "Brett Barkelar". The signature is fluid and cursive, with the first and last names being the most prominent.

Brett Barkelar  
Sr. Administrator – Carrier Relations & Contract Management  
608-664-4432  
[brett.barkelar@tdstelecom.com](mailto:brett.barkelar@tdstelecom.com)

**LICENSE AGREEMENT**

**For**

**POLE ATTACHMENTS AND  
RIGHT-OF-WAY ACCESS**

**Dated: September 1, 2015**

**Between**

**TDS TELECOMMUNICATIONS CORPORATION**

**And**

**Commonwealth of Kentucky**

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## APPENDICES

- I. Application for Pole Attachment License
- II. Application for Drop Pole License
- III. TDS TELECOM License Authorization

## **SCHEDULES**

- I. TDS TELECOM operating companies included in this License Agreement
- II. Schedule of Fees and Charges

**LICENSE AGREEMENT  
FOR  
POLE ATTACHMENT AND  
RIGHT-OF-WAY ACCESS**

This License Agreement made this 1st day of September, 2015 between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I attached hereto and made a part hereof (collectively "TDS TELECOM") and the Commonwealth of Kentucky, Office of the Secretary, 702 Capitol Ave, Room 383, Capitol Annex, Frankfort, KY 40601 ("Licensee").

**WITNESSETH:**

**WHEREAS**, Licensee desires access to TDS TELECOM's Poles 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, within and in TDS TELECOM's Poles 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. DEFINITIONS**

Definitions in General. Except as the context otherwise requires, the terms defined in this Section 1 of this License Agreement shall have the meanings set forth in Sections 1.1 through 1.29. Any term used in this License Agreement that is not specifically defined herein will have the definition assigned to it (if any) in the Communications Act. Any term used in this License Agreement and not defined herein or in the Communications Act will be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

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 those forms requesting a License from TDS TELECOM for Pole attachment and Right-Of-Way access as set forth in Appendices I-II.
- 1.4 Applicant. The term “Applicant” refers to the entity submitting an Application for License.
- 1.5 Assigned. The term “Assigned” refers to any space on, within or in Poles, s or Rights-Of-Way that is designated by TDS TELECOM for use by Licensee, other authorized licensees or municipal or other governmental authority, but does not include such space if it is not physically occupied within twelve (12) months of the date that such space is made available for use by TDS TELECOM.
- 1.6 Available. The term “Available”, refers to any usable space on, within or in such Poles, or Rights-Of-Way not Assigned to a specific service provider or municipal or other governmental authority at the applicable time.
- 1.7 Commission. The term “Commission” means the applicable State Commission.
- 1.8 Communications Act. The term “Communications Act” or “The Act” refers to the Communications Act of 1934 (47 U.S.C. 151 et seq.) as amended, including the Pole Attachment Act of 1978 and the Telecommunications Act of 1996, and as further interpreted in the duly authorized and effective rules and regulations of the FCC.
- 1.9 Drop Pole Attachment. The term “Drop Pole Attachment” refers to any attachment to a Pole, solely for the purpose of a drop loop to Licensee’s customer and Licensee has no other attachment on TDS TELECOM’s Pole.
- 1.10 Licensee’s Facilities. The term “Licensee’s Facilities” refer to any property or equipment utilized in the provision of services by Licensee.
- 1.11 FCC. The term “FCC” refers to the Federal Communications Commission.
- 1.12 Joint User. The term “Joint User” refers to a utility which has entered into an agreement with TDS TELECOM providing reciprocal rights of use (i.e., joint use privileges) to poles and/or Rights-of-way owned by each party.
- 1.13 Lashing. The term “Lashing” refers to the attachment of licensee’s Sheath to a supporting strand.

- 1.14 License. The term “License” refers to any license issued pursuant to this License Agreement and those licenses issued by TDS TELECOM prior to the date of this License Agreement, if any, specifically identified in Appendix III.
- 1.15 Make-Ready Work. The term “Make-Ready Work” refers to all work required to prepare TDS TELECOM’s Poles, Rights-Of-Way and related facilities for Licensee’s Facilities. “Make-Ready Work” includes, but is not limited to, clearing obstructions, the rearrangement, transfer, replacement, and removal of existing facilities on, within or in a Pole or Right-Of-Way 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 include the repair, or modification of TDS TELECOM’s facilities or the performance of other work required to make a Pole or Right-Of-Way usable for the initial placement of Licensee’s Facilities.
- 1.16 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 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.
- 1.17 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 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.
- 1.18 Pole. The term “Pole” refers to both utility Poles and Anchors, but only to those utility Poles and Anchors owned and controlled exclusively 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.
- 1.19 Pre-License Survey. The term “Pre-License Survey” refers to all work and activities required to determine whether there is adequate capacity on a Pole

or Right-Of-Way to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole or Right-Of-Way to accommodate Licensee's Facilities.

- 1.20 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, cables, other structures and equipment. A Right-Of-Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.21 Sheath. The term "Sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.22 Spare Capacity. The term "Spare Capacity" refers to any space on Poles or Rights-Of-Way that is not currently Assigned or subject to a pending Application.
- 1.23 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. 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 Poles and Rights-Of-Way owned or controlled by TDS TELECOM. Conduit occupancy is not covered by this agreement. Conduit occupancy may be gained only by amendment.
- 2.2 Licenses. Subject to the terms and conditions set forth in this License Agreement, TDS TELECOM shall, when it may lawfully do so, issue to Licensee one or more revocable non-exclusive Licenses authorizing Licensee to attach Licensee's Facilities to specific Poles, or to place its Facilities in specified Rights-Of-Way owned or controlled by TDS TELECOM.
  - 2.2.1 Granting a License hereunder shall, in all instances, be subject to considerations of TDS TELECOM's service requirements including considerations of capacity, safety, reliability and generally applicable engineering purposes. TDS TELECOM shall have the absolute right to refuse to issue a License hereunder whenever TDS TELECOM determines in its sole reasonable judgment that the issuance of such License is not possible because of insufficient Spare Capacity (e.g., the space requested by Licensee is needed to meet TDS TELECOM's present and foreseeable operational and maintenance needs, or is licensed by



TDS TELECOM to another licensee) or is otherwise unavailable for reasons of safety, reliability, or generally applicable engineering purposes and other valid concerns.

2.2.2 No use, however extended, of TDS TELECOM's Poles or Rights-Of-Way or payment of any fees or charges required under this License Agreement or any License issued hereunder shall create or vest in Licensee any ownership or property right in such Poles, or Rights-Of-Way.

2.2.3 Nothing in this License Agreement shall be construed to require TDS TELECOM to install, retain, extend, repair, replace or maintain any Pole 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 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.

2.2.4 To ensure the judicious use of Poles and Rights-Of-Way, assigned space must be physically occupied by Licensee within twelve (12) months of the space being assigned by TDS TELECOM for use by Licensee, and if Licensee fails to occupy space within said period of time, TDS TELECOM may immediately terminate the License.

2.3 Attachments and Occupancies Authorized by this License Agreement. Unless otherwise provided herein, authority to attach Licensee's Facilities to TDS TELECOM's Poles, and to place Licensee's Facilities within TDS TELECOM's Rights-Of-Way shall be granted only in individual Licenses granted under this License Agreement and the placement of Licensee's Facilities and use of TDS TELECOM's Poles and Rights-Of-Way shall be determined in accordance with such Licenses and procedures established in this License 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 Licensee's Facilities will be located on TDS TELECOM's Poles.

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 Licenses have been issued, provided that any license agreement with a Third Party under which TDS TELECOM holds

its 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 Third 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 use of such 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 or Rights-Of-Way on or in, in which Licensee has attached or placed Licensee's 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 conveyance, transfer, mortgage or assignment.

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 any License issued hereunder or by the Communications Act or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, remove, replace, modify, maintain, and operate TDS TELECOM's Poles or Rights-Of-Way or its facilities on or in TDS TELECOM's Poles or Rights-Of-Way 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 said persons or entities to attach or place their facilities on or in TDS TELECOM's Poles or Rights-Of-Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new license agreements or arrangements shall not substantially interfere with any rights provided by Licenses issued pursuant to this License Agreement.

2.7 No Right to Interfere with Facilities of Others. The provisions of this License Agreement and 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 Third Parties or with the use of or access to such facilities by such other party or such other Third Party, 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.

2.7.1 Licensee acknowledges that the facilities of Third Parties may be attached to or occupy TDS TELECOM's Poles and Rights-Of-Way.

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

2.7.3 Licensee shall not overlash to facilities of a Third Party nor shall Licensee allow a Third Party to overlash to Licensee's Facilities without the notification and receipt of written authorization from TDS TELECOM.

2.8 Modifications or Alterations. TDS TELECOM shall provide Licensee sixty (60) days written notice of TDS TELECOM's intention to modify or alter its Poles or Rights-Of-Way in order to provide Licensee a reasonable opportunity to modify or add to its existing attachment. The notification requirement shall not apply to emergency situations. If Licensee desires to add or modify its attachment after such notice, Licensee shall bear a proportionate share of the costs incurred by TDS TELECOM, as reasonably determined by TDS TELECOM, in making such Pole or Right-Of-Way accessible.

### 3. 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 Licensee's 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 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures. The parties acknowledge that Persons Acting on Licensee's Behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) on, or in TDS TELECOM's Poles and Rights-Of-Way.

3.3.1 Licensee represents and warrants that Person Acting on Licensee's Behalf shall not climb or work on any of TDS TELECOM's Poles or work within TDS TELECOM's Rights-Of-Way unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles or Rights-Of-Way and to perform the work safely.

3.3.2 Licensee assumes all risk of Person's Acting on Licensee's Behalf and agrees, to the extent permitted by law, including but not limited to Section 177 of the Kentucky Constitution, to indemnify, defend and hold harmless TDS TELECOM from all claims, losses, damages and liabilities, costs and expenses (including, but not limited to, attorneys fees) associated thereto.

3.3.2.1 When Persons Acting on Licensee's Behalf are working on, within or in the vicinity of any part of TDS TELECOM's or Rights-Of-Way, all such 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 in protecting 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 applicable governmental rules, ordinances or statutes. TDS TELECOM reserves the right to suspend Licensee's activities on, within or in the vicinity of TDS TELECOM's Poles or Rights-Of-Way if, in TDS TELECOM's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of any Persons Acting on Licensee's Behalf, which suspension shall cease when the condition has been rectified.

- 3.3.3 Licensee represents and warrants that all Persons Acting on Licensee's Behalf shall maintain the same insurance coverages and limits as are required of Licensee under this License Agreement.
- 3.3.4 Licensee acknowledges that all Persons Acting on Licensee's Behalf are not TDS TELECOM's employees or agents and Licensee assumes full responsibility for their actions or omissions to act. Licensee shall be solely responsible for the payment of compensation of Licensee's employees, contractors or agents assigned to perform work hereunder and such employees, contractors and agents 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 contractor or agent of Licensee hereunder are employees of TDS TELECOM for any purpose, Licensee agrees to indemnify, defend and save harmless TDS TELECOM from all liabilities, costs, and expenses (including, but not limited to, attorneys fees) associated with such determination.
- 3.3.5 Any work by Persons Acting on Licensee's Behalf on or in TDS TELECOM's Poles or Rights-Of-Way 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 all work shall be performed according to existing industry standards and practices and the requirements and specifications set forth in this License Agreement and any License issued hereunder. Licensee may contract with TDS TELECOM for performance of such work or with a contractor acceptable to TDS TELECOM who demonstrates compliance with TDS TELECOM's certification

requirements, which certification requirement shall be based upon reasonable and customary criteria employed by TDS TELECOM in the selection of its own contract work. All such work shall be performed at Licensee's expense.

3.3.6 All of Licensee's Facilities shall be firmly secured and supported in accordance with industry standards.

3.4 OSHA Compliance: Notice to TDS TELECOM of Unsafe Conditions.  
Licensee agrees that:

3.4.1 Licensee's 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;

3.4.2 All Persons Acting on Licensee's Behalf shall, when working on or in TDS TELECOM's Poles or Rights-Of-Way, comply with regulations thereunder;

3.4.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement; and

3.4.4 Person Acting on Licensee's Behalf shall report unsafe conditions on, within or in the vicinity of TDS TELECOM's Poles or Rights-Of-Way to TDS TELECOM.

3.4.5 Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.4.5.1 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).

3.4.5.2 All Persons Acting on Licensee's Behalf shall, when working on or in the vicinity of TDS TELECOM's Poles or Rights-Of-Way, comply with all applicable federal, state, and local environmental laws including, but not limited to, all environmental statutes, ordinances, rules, and regulations.

- 3.4.5.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this License Agreement.
- 3.4.5.4 Persons Acting on Licensee's Behalf shall comply with such reasonable standards and practices as TDS TELECOM may adopt from time to time to comply with environmental laws and regulations.
- 3.5 Compliance with Other Governmental Requirements. Licensee agrees that Licensee's 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 applicable 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.
- 3.6 Licensee Solely Responsible for the Condition of Licensee's Facilities. Licensee shall be responsible at all times for the condition of Licensee's Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances and laws specified in this License Agreement. 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 on or in TDS TELECOM's Poles or Rights-Of-Way or any other TDS TELECOM facilities (e.g. Anchor/Guy Strands). TDS TELECOM may make periodic or spot inspections at any time of any part of Licensee's Facilities as TDS TELECOM determines reasonable or necessary in its sole judgment, pursuant to Section 14 of this License Agreement.
- 3.7 Reporting Observed Safety Hazards or Imminent Facility Failure Conditions. 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.
- 3.8 Differences in Standards or Specifications. In the case of, and to the extent that there may be differences in any applicable standards or specifications referred to in Section 3, the most stringent standard or specification will apply.

#### **4. ADDITIONAL LEGAL REQUIREMENTS**

- 4.1 Third Party Property Owners. Licenses granted under this License Agreement authorize Licensee to place Licensee's Facilities on or in Poles

and Rights-Of-Way 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 Persons Acting on Licensee's Behalf shall not engage in any conduct which damages property in the vicinity of TDS TELECOM's Poles or Rights-Of-Way, 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 personnel are performing work on Licensee's Facilities, 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 Licensee's Facilities on public or private property.

4.2.1 Licensee shall not attach or place Licensee's Facilities on or in TDS TELECOM's Poles or Rights-Of-Way 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 on or in TDS TELECOM's Poles or Rights-Of-Way 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 Poles or Rights-of-Way 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 TELECOM.



## 5. PRE-LICENSE PROVISION OF RECORDS AND INFORMATION

- 5.1 Licenses Required. Before placing any Facilities on or in TDS TELECOM's Poles or Rights-Of-Way, 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 this License Agreement has been executed, an Application for a License must be completed. In no event shall Licensee install any of Licensee's 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 License Agreement. In completing the Application, the Licensee shall identify with reasonable specificity the geographic area for which the License is required, the types and quantities of the required facilities and the requested 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 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, contractors 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 FACILITIES AND RIGHTS-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 information regarding Spare Capacity for its Poles and Rights-Of-Way 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 survey of facilities identified pursuant to this Section and TDS TELECOM shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey.

**6. 6.0 APPLICATION FOR LICENSE**

6.1 Application For License. To apply for a License under this License Agreement, Licensee shall submit to TDS TELECOM two copies of a signed Application(s) and the applicable fee(s) as outlined on Schedule II.

6.1.1 Each Application for a License under this License Agreement shall specify the proposed route of Licensee's Facilities and identify the Poles or Rights-Of-Way along the proposed route in which Licensee desires to place or attach its Facilities and the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each Pole.

6.1.2 With respect to Applications for a Pole attachment License, each Application shall be limited to no more than 100 Poles.

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 in Section 10.1 of this License Agreement.

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 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 Licensee's Facilities 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 replace Licensee's 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 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 of this License Agreement.

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 License 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 License 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 License 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 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 to Licensee's Facilities are required to execute a License Agreement with TDS TELECOM and to submit an Application for License 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. PROCESSING OF APPLICATIONS FOR LICENSE AND PRE-LICENSE SURVEY WORK**

- 7.1 Licensee's Priorities. TDS TELECOM will process 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.
- 7.2 In the event TDS TELECOM denies an Application for license, TDS TELECOM shall provide written notice to Licensee within 45 days of receipt of the Application, specifying in detail the reasons for denying Licensee's request for a license.
- 7.3 Multiple Applications from Different Licensees. Licensee acknowledges that multiple Applicants, as well as TDS TELECOM, may seek to place their facilities on, or in TDS TELECOM's Poles or Rights-Of-Way 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 on, or in the same Poles or Rights-Of-Way.

- 7.4 Pre-License Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by TDS TELECOM in the company of a representative of the Licensee to determine whether TDS TELECOM's Poles or Rights-Of-Way, in their present condition, can accommodate Licensee's Facilities, without interfering with the ability of TDS TELECOM or any other authorized licensee or municipal or governmental authority to use or access the subject Poles or Rights-Of-Way.
- 7.4.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to TDS TELECOM's Poles or Rights-Of-Way will interfere with use of TDS TELECOM's facilities by TDS TELECOM and others with facilities occupying, connected or attached to TDS TELECOM's Poles and Rights-Of-Way; and to provide information to Licensee for its determination of whether the Poles or Rights-Of-Way are suitable for its use.
- 7.4.2 Based on the Pre-License Survey information provided by TDS TELECOM, Licensee shall determine whether TDS TELECOM's Poles and Rights-Of-Way are suitable to meet Licensee's needs.
- 7.4.3 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.
- 7.5 Pre-License Survey Work. Pre-License Survey Work includes, but is not limited to, a review of records, maps and staking sheets, making field inspections and 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. 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. Where practical, TDS TELECOM will make reasonable effort to accommodate Licensee requested completion dates. However, 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 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.
- 8.1.2 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 Work 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 Work Performed by Certified Contractors. In the event that TDS TELECOM cannot complete the Make-Ready Work to reasonably accommodate Licensee's requested completion date(s), by mutual agreement, 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.
- 8.3 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 Licensee's Facilities located on, or in TDS TELECOM's Poles or Rights-Of-Way and shall be responsible for paying all charges incurred in transferring or rearranging Licensee's Facilities to

accommodate the placement or attachment of Licensee's Facilities on or in TDS TELECOM's facilities.

## **9. ISSUANCE OF LICENSES**

9.1 License. TDS TELECOM will issue a revocable non-exclusive License to Licensee at the time all Make-Ready Work has been completed, inspected, approved and payment for all charges has been made and received.

9.1.1 Each License issued under this License Agreement shall authorize Licensee to attach or place Licensee's Facilities on or in only those TDS TELECOM Poles or Rights-Of-Way 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. 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 Licensee's Facilities;

10.1.2 The names of each contractor and subcontractor that 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 Persons Acting on Licensee's Behalf will be performing construction work in connection with the placement of Licensee's Facilities on or in TDS TELECOM's Poles or Rights-Of-Way.

10.2 Additional Pre-construction Procedures. The following procedures shall apply before Licensee places Facilities on or in TDS TELECOM's Poles, or Rights-Of-Way:

10.2.1 Licensee shall give written notice of the type of facilities which are to be placed on or in TDS TELECOM's Poles or Rights-Of-Way; and

10.2.2 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 on or in TDS TELECOM's Poles or Rights-Of-Way except to the extent expressly provided in this License Agreement, any License issued hereunder, or as may be necessary to facilitate the interconnection of unbundled network elements or as is required under the Communications Act or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Licensee shall be responsible for constructing Licensee's Facilities and attaching or placing Licensee's Facilities on or in Poles or Rights-Of-Way 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 or in the vicinity of TDS TELECOM's Poles, or Rights-Of-Way.
- 10.5 No Liens or Encumbrances on TDS TELECOM's Property. Licensee shall not permit any mechanic's lien, material man's lien, or any other lien, claim or security interest to attach to or encumber any of TDS TELECOM's real or personal property at any time.
- 10.6 Compliance with Requirements and Specifications and Additional Legal Requirements. Licensee shall construct Licensee's Facilities in accordance with the provisions of this License Agreement and all Licenses issued hereunder.
- 10.6.1 Licensee shall construct, attach and place Licensee's facilities in compliance with all requirements and specifications set forth in this License Agreement, including, but not limited to, those set forth in Section 3 of this License Agreement.
- 10.6.2 Licensee shall satisfy all legal requirements set forth in this License Agreement including, but not limited to, those set forth in Section 4 of this License Agreement.
- 10.6.3 Licensee shall not authorize any Person Acting on Licensee's Behalf to perform any work on, within or in TDS TELECOM's Poles and Rights-Of-Way without first verifying, to the extent practicable, on each date when such work is to be performed, that

the condition of the Poles and Right-Of-Way is suitable for the work to be performed. If Licensee or any Person Acting on Licensee's Behalf determines that the condition of the Poles or Rights-Of-Way is not suitable for the work to be performed, Licensee shall notify TDS TELECOM of the condition of the Poles or Rights-Of-Way in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

- 10.7 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.

## **11. USE AND 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 and Rights-Of-Way pursuant to such License. Licensee shall give reasonable notice to any affected municipal or governmental authority or private landowner as appropriate before commencing the construction of Licensee's Facilities or installation 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 not of an emergency nature on or in TDS TELECOM's Poles or Rights-Of-Way.
- 11.2 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain Licensee's Facilities in accordance with the provisions of 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, within or in TDS TELECOM's Poles or Rights-Of-Way or in the immediate vicinity of the same.
- 11.3 TDS TELECOM Not Responsible for Maintaining Licensee's Facilities. TDS TELECOM shall have no obligation to maintain any of Licensee's Facilities which Licensee has attached, connected to, or placed on, within or in TDS TELECOM's Poles or Rights-Of-Way, except to the extent required 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 Licensee's Facilities on, within or in TDS TELECOM's Poles or Rights-Of-Way, 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 all Persons Acting on Licensee's Behalf are complying with the requirements of this License Agreement and Licenses issued hereunder.

11.5 **Emergency Repairs and Pole Replacements.** Licensee shall be responsible for making emergency repairs to Licensee's 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.

11.6 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 or in TDS TELECOM's Poles or Rights-Of-Way, or in the vicinity of such Poles or Rights-Of-Way, carry with them suitable identification and shall, upon request of any TDS TELECOM employee, produce such identification.

## **12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES**

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall notify TDS TELECOM in writing at least 60 days before overloading to, relocating, replacing or otherwise modifying Licensee's Facilities located on, or in TDS TELECOM's Poles or Rights-Of-Way. 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 Work Caused by Licensee's Request. If Licensee's request to modify Licensee's Facilities located on or in TDS TELECOM's Poles or Rights-Of-Way, requires TDS TELECOM and/or other licensees to rearrange their respective facilities in order to make Licensee's proposed modifications, Licensee shall advise TDS TELECOM 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 of this License 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 of Licensee's Facilities:

12.3.1 Requires that Licensee use additional space on TDS TELECOM's Poles or Rights-Of-Way on either a temporary or permanent basis; or

12.3.2 Results in the size or location of Licensee's Facilities on or in TDS TELECOM's Poles or Rights-Of-Way being different from those described and authorized in Licensee's present License (e.g. different guying, or Pole class).

### 13. REARRANGEMENT OF FACILITIES

13.1 Rearrangement of Licensee's Facilities at TDS TELECOM's Request.

13.1.1 Licensee acknowledges that, from time to time, it may be necessary or desirable for TDS TELECOM to change, relocate, reconstruct, repair, replace or modify its Poles and s 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 that 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 or facilities rearrangement.

13.1.2 Licensee acknowledges that, from time to time, it may be necessary or desirable for TDS TELECOM to change, relocate, reconstruct, repair, replace or modify its Poles or rearrange facilities connected thereto as a result of an order by a municipality or other governmental authority, or the activity is of equal benefit (e.g., routine maintenance) to all parties including TDS TELECOM. In these instances, 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 and any facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction or modifications that are not reimbursed by a municipality or other governmental authority.

13.1.3 Licensee shall make all rearrangements of Licensee's Facilities within such 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. 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 any 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 Licensee's Facilities on behalf of the business needs of another Third Party licensee. Any work to be performed to accommodate the requesting Third Party licensee shall be negotiated, coordinated and reimbursed directly through the requesting Third Party 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. INSPECTION BY TDS TELECOM OF LICENSEE'S FACILITIES**

- 14.1 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 located on or in TDS TELECOM's Poles or Rights-Of-Way and other associated facilities for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this License Agreement and any Licenses issued 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 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.
- 14.2 No Duty to Licensee. Neither the act of inspection of Licensee's Facilities by TDS TELECOM, 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 or any License issued hereunder.

## **15. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF TDS TELECOM'S FACILITIES**

15.1 Licensing or Removal of Unauthorized Facilities. If any of Licensee's Facilities shall be found on or in Poles or Rights-Of-Way for which no License is outstanding, TDS TELECOM, without prejudice to its other rights or remedies under this License Agreement, including termination of this License Agreement and any License issued hereunder, 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 occupancy, an Application. If such Application is not received by TDS TELECOM within the specified time period, Licensee may be required at TDS TELECOM's option to remove Licensee's Facilities 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 occupancy shall be equal to applicable occupancy fees as set forth in Schedule II and charges which would have been payable from and after the date Licensee's Facilities were first placed on or in TDS TELECOM's Poles or Rights-Of-Way, if Licensee provides reasonable documentation in the Application. If Licensee is unable to provide such reasonable documentation regarding the date on which Licensee's Facility first occupied TDS TELECOM's Poles, or Rights-Of-Way, then Licensee agrees to pay applicable occupancy fees as set forth in Schedule II for a term of three (3) years proceeding discovery of Licensee's unauthorized Facilities.

15.1.1 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.

15.2 No Implied Waiver or Ratification of Unauthorized Use. No act by TDS TELECOM with regard to any 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.

## **16. REMOVAL OF LICENSEE'S FACILITIES**

16.1 Pole Attachments. Licensee, at its expense, will remove Licensee's Facilities from any of TDS TELECOM's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to

remove Licensee's Facilities within such thirty (30) day period, TDS TELECOM shall have the right to remove Licensee's Facilities at Licensee's expense and without any liability on the part of TDS TELECOM for damage or injury to Licensee's Facilities unless caused by the intentional misconduct of TDS TELECOM.

16.2 Occupancy of Right-Of-Way. Licensee, at its expense, will remove its Facilities from Rights-Of-Way within sixty (60) days after:

16.2.1 Termination of the License covering such Right-Of-Way access; or

16.2.2 The date Licensee replaces Licensee's Facilities with substitute facilities. If Licensee fails to remove Licensee's 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 Licensee's Facilities unless caused by the intentional misconduct of TDS TELECOM.

16.3 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 and Rights-Of-Way.

16.4 In the case of an emergency including health and safety hazards or imminent risk of facility failure or service effecting disruption, TDS TELECOM may, at Licensee's expense, without any liability on the part of TDS TELECOM for damage or injury to Licensee's Facilities unless caused by the intentional misconduct of TDS TELECOM, alter, modify, rearrange and remove Licensee's Facilities as may be necessary to remove or minimize the health or safety hazard or imminent risk of facility failure or service effecting disruption.

## **17. FEES, CHARGES AND BILLING**

17.1 Occupancy Fees. Each License issued pursuant to its License Agreement shall provide for an annual occupancy fee using pricing methods authorized by the FCC, as set forth in Schedule II. License fees commence on the date a License is issued and cease as of the final day in which Licensee's Facilities are physically removed from TDS TELECOM's facilities. A one-month minimum charge is applicable to all Licenses

17.2 Billing. Occupancy fees are normally billed monthly in arrears; however, special circumstances may warrant a different invoicing arrangement.

17.3 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 any increase to the 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.

- 17.4 **Payment.** All charges are due upon the due thirty (30) days after the bill date (i.e., the “Due Date”).
- 17.5 **Billing Disputes.** The parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of any amount due under this License Agreement is subject to a dispute between the parties, the party that disputes the amount (“Disputing Party”) will, no later than the Due Date of the invoice containing such disputed amount, give notice to the other party (“Billing Party”) of the amount it disputes (“Disputed Amount”) and include in such notice the specific details and reasons for disputing each item and the name of an individual with authority to resolve the dispute. The Disputing Party will pay when due all undisputed amounts to the Billing Party. If the Disputed Amount is resolved in favor of the Billing Party, the Disputed Party will thereafter pay the Disputed Amount upon final determination of such dispute.

## **18. INSURANCE**

- 18.1 Licensee or any Person acting on Licensee’s behalf 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, municipal and governmental authorities 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 or any License issued hereunder.
- 18.2 License shall maintain the following amounts of insurance in compliance with Section 20.1 above:
- 18.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- 18.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 18.2.3 Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident.

- 18.2.4 Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
- 18.3 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 insurance company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such insurance company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to TDS TELECOM.
- 18.4 All Insurance required in accordance with this Section 18 must be effective before TDS TELECOM will authorize any Person Acting on Licensee's Behalf to climb TDS TELECOM Poles as part of the Pre-License Provision of Records and Information. Required insurance shall remain in force until Licensee's Facilities have been removed from all Pole(s) and Rights-Of-Way. In the event that the Licensee shall fail to maintain the required insurance coverage, TDS TELECOM may pay any premium thereon becoming due, and the Licensee shall forthwith reimburse TDS TELECOM for any such premium paid.

**19. INDEMNIFICATION, LIMITATION ON DAMAGES AND DISCLAIMER OF LIABILITY AND WARRANTIES**

- 19.1 TDS TELECOM reserves to itself the right to relocate and maintain its Poles and Rights-Of-Way and to operate its facilities in conjunction therewith in such a manner as will best enable TDS TELECOM to fulfill its own service requirements. TDS TELECOM shall be liable to Licensee only for and to the extent of any damage caused by the negligence of Persons Acting on TDS TELECOM's Behalf to Licensee's Facilities located on or in TDS TELECOM's Poles and Rights-Of-Way. TDS TELECOM shall not be liable to Licensee for any fines, penalties, claims or damages stemming from the interruption of, or interference with, Licensee's service or operation of Licensee's Facilities (including, without limitation, special, indirect, direct, punitive, or consequential damages).
- 19.2 Licensee shall exercise reasonable care to avoid damaging the facilities of TDS TELECOM and of Third Parties and shall make an immediate report to the owner of the facilities and TDS TELECOM of any damage caused by Persons Acting on Licensee's Behalf. Licensee agrees to reimburse the owner of the facilities and TDS TELECOM for all reasonable costs incurred with respect to the physical repair of such facilities damaged by Licensee.
- 19.3 To the extent permitted by law, including but not limited to Section 177 of the Kentucky constitution, Licensee shall indemnify, defend 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) caused by, arising from, incident to, connected with or growing out of any acts or omissions including, without limitation, the installation, maintenance, repair, replacement, presence, use, operation or removal of the Licensee's Facilities by any Person Acting on Licensee's Behalf, including but not limited to the cost of relocating, repairing or replacing Poles, except for any such acts or omissions taken at the direction of or in a manner mandated by TDS TELECOM.

- 19.4 To the extent permitted by law, including but not limited to Section 177 of the Kentucky constitution, Licensee shall indemnify, defend 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) caused by, arising from, incident to, connected with or growing out of any loss of Right-Of-Way or property owner consents and/or the cost of defending those rights and/or consents.
- 19.5 To the extent permitted by law, including but not limited to Section 177 of the Kentucky constitution, the Licensee shall indemnify, defend 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) 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, installation, maintenance, repair, replacement, presence, use, operation or removal of the Licensee's Facilities on or in TDS TELECOM's Poles or Rights-Of-Way or in the vicinity of the same.
- 19.6 To the extent permitted by law, including but not limited to Section 177 of the Kentucky constitution, Licensee shall indemnify, defend 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, damages and costs, including reasonable attorney's fees through appeals, directly or indirectly from installation, maintenance, repair, replacement, presence, use, operation or removal of the Licensee's Facilities on or in TDS TELECOM's Poles or Rights-Of-Way, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and



slander, for unauthorized use of television or radio broadcast programs and other program material, and 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 TDS TELECOM Poles, Rights-Of-Way or otherwise.

- 19.7 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 installation, maintenance, repair, replacement, presence, use, operation or removal of the Licensee's Facilities in combination with TDS TELECOM's Poles, or Rights-Of-Way. 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 others shall be furnished promptly to TDS TELECOM.
- 19.8 TDS TELECOM will (i) notify Licensee promptly in writing of any written claims, lawsuits, or demand by third parties for which TDS TELECOM alleges that Licensee is responsible under this Section 19 and (ii) tender the defense of such claim, lawsuit or demand to Licensee. TDS TELECOM also will cooperate with the defense or settlement of such claim, demand, or lawsuit. Licensee shall keep TDS TELECOM reasonably and timely apprised of the status of the claim, demand or lawsuit. TDS TELECOM shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by Licensee, TDS TELECOM and its counsel may direct such defenses, which shall be at the expense of Licensee.
- 19.9 Licensee will not be liable under this Section for settlements or compromises by TDS TELECOM of any claim demand, or lawsuit unless Licensee has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to Licensee in writing and Licensee has failed to promptly undertake the defense. In no event shall Licensee settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of TDS TELECOM which consent shall not be unreasonably withheld, conditioned or delayed; provided that if TDS TELECOM refuses such settlement or judgment, TDS TELECOM shall, at its own cost and expense, take over the defense against the third party claim and Licensee shall not be responsible for, nor shall it be obligated to indemnify or hold harmless TDS TELECOM against, the third party claim for any amounts in excess of such refused settlement or judgment.

- 19.10 By executing this Agreement, Licensee warrants that it has acquainted or will fully acquaint itself and its employees, contractors and agents with the terms, conditions, obligations, duties and restrictions relating to the work that Licensee will undertake under this License Agreement and any License issued hereunder.
- 19.11 LICENSEE ACKNOWLEDGES AND AGREES THAT TDS TELECOM DOES NOT WARRANT THE CONDITION OR SAFETY OF TDS TELECOM'S POLES OR RIGHTS-OF-WAY, ANY ASSOCIATED FACILITIES AND EQUIPMENT ON OR SURROUNDING THE SAME, OR THE PREMISES SURROUNDING THE SAME, LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE. INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF THE POLES AND RIGHTS-OF-WAY AND ASSOCIATED FACILITIES AND EQUIPMENT ON OR SURROUNDING THE SAME, AND THE PREMISES SURROUNDING THE SAME.
- 19.12 EXCEPT AS OTHERWISE PROVIDED HEREIN, TDS TELECOM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, WITH REGARD TO THIS LICENSE AGREEMENT AND ANY LICENSE ISSUED HEREUNDER INCLUDING, WITHOUT LIMITATION, ACCESS TO TDS TELECOM'S POLES OR RIGHTS-OF-WAY OR OTHER FACILITIES.

## **20. AUTHORIZATION NOT EXCLUSIVE**

- 20.1 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 a party to this License Agreement, by contract or otherwise, to use any Pole, or Rights-Of-Way covered by this License Agreement and any License issued hereunder.

## **21. ASSIGNMENT OF RIGHTS**

- 21.1 Licensee shall not assign, transfer, sublicense, sublease, in whole or in part, this License Agreement or any License or any right or authorization granted under this License Agreement, without the advance written consent of TDS TELECOM, which shall not be unreasonably withheld.
- 21.2 In the event such consent is granted by TDS TELECOM, then the provisions of this License Agreement shall apply to and bind the successors and assigns of the Licensee.

**22. FAILURE TO ENFORCE**

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

**23. TERM AND TERMINATION OF LICENSE AGREEMENT**

23.1 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 shall remain in effect 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 term or any time thereafter. Termination of this License Agreement shall terminate any Licenses issued hereunder.

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

23.3 This License Agreement and any License issue hereunder shall automatically terminate whenever there is filed either by Licensor or against Licensor in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of receiver or trustee of all or substantially all of the Licensor's property, or whenever Licensor makes a general assignment for the benefit of creditors; provided, however, Licensee shall have the discretion to allow Licensor a reasonable period of time within which to settle, compromise, resolve or cure the circumstances leading to such termination.

23.4 In addition to the rights of termination provided to TDS TELECOM under other provisions of this License Agreement or any License issued hereunder:

23.4.1 TDS TELECOM shall have the right to terminate this License Agreement and any License issued hereunder where:

23.4.1.1 The Licensee shall fail to pay any sum due or deposit any sum required under this License Agreement or any License issued hereunder, or shall fail to maintain satisfactory security as required pursuant to this License Agreement;

- 23.4.1.2 Licensee fails to comply with any of the terms and conditions of this License Agreement or any License issued hereunder; or
- 23.4.1.3 Subject to section 15 of this Agreement, Licensee attaches to or occupies a Pole or Right-Of-Way without having first been issued a License hereunder.
- 23.4.2 Upon notice from TDS TELECOM of any instances cited in Section 23.4.1, Licensee shall take corrective action as necessary to eliminate the noncompliance within ten (10) days following notice from TDS TELECOM, and where the noncompliance requires corrective action other than the payment of money, Licensee shall confirm in writing to TDS TELECOM within said ten (10) day time period that the noncompliance has ceased or been corrected. If Licensee fails to discontinue such noncompliance or to correct the same or fails to give the required written confirmation to TDS TELECOM within the time stated above, TDS TELECOM may terminate this License Agreement and any License issued hereunder.
- 23.5 Notwithstanding anything to the contrary herein, this License Agreement and any License issued hereunder may be immediately terminated by TDS TELECOM upon written notice from TDS TELECOM if:
  - 23.5.1 Licensee's insurance carrier shall at any time notify TDS TELECOM that the policy or policies of insurance as required in Section 18.2 of this License Agreement will be or have been cancelled or amended so that those requirements will no longer be satisfied;
  - 23.5.2 Licensee's Facilities are maintained or used in violation of any law or an aid of any unlawful act or undertaking;
  - 23.5.3 Licensee fails to occupy space assigned to it by TDS TELECOM on or in TDS TELECOM's Poles or Rights-Of-Way within twelve (12) months of the space being assigned by TDS TELECOM for use by Licensee;
  - 23.5.4 Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of Licensee's Facilities on or in TDS TELECOM's Poles or Rights-Of-Way is denied, revoked or cancelled; or
  - 23.5.5 Licensee fails to comply with any of the terms and conditions of this License Agreement or any License issued hereunder, which creates, in TDS TELECOM's sole reasonable judgment, a health

or safety hazard, imminent risk of facility failure or service affecting disruption.

23.6 In the event of termination of this Agreement, TDS TELECOM may seek the removal of Licensee's Facilities, at Licensee's sole cost and expense, provided that Licensee shall be liable for and pay all fees and charges pursuant to the terms of this License Agreement to TDS TELECOM until Licensee's facilities are actually removed.

23.7 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 License Agreement and any License issued hereunder.

23.8 Notwithstanding anything contained herein to the foregoing, Licensee may remove any of its Facilities at any time for any reason upon ten (10) days written notice to TDS TELECOM.

#### **24. ENTIRE AGREEMENT**

24.1 This License Agreement constitutes the entire agreement between Licensee and TDS TELECOM on the subject matter hereof, and unless this License Agreement expressly directs otherwise, this License Agreement supersedes all prior or contemporaneous license agreements, understandings or representations, whether written or oral, between TDS TELECOM and Licensee for access to TDS TELECOM's Poles and Rights-Of-Way, 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.

#### **25. AUTHORIZATIONS**

25.1 Licensee warrants that it has full power and authority to execute and deliver this License Agreement and to perform its obligations hereunder.

#### **26. NOTICES**

26.1 Any notice to a party required or permitted under this License Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by facsimile; provided that a paper copy is also sent via methods (a), (b), or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on

the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone. Notices will be addressed to the parties as follows:

**LICENSEE**

	Legal	Billing	Operational
Title	Office of the Secretary	Office of the Secretary	Jan Summarell
Company	Commonwealth of Kentucky	Commonwealth of Kentucky	Ledcor Technical Services
Address	702 Capitol Ave Room 383, Capitol Annex	702 Capitol Ave Room 383, Capitol Annex	188 Columbia Lane E
City, State, Zip	Frankfort, KY 40601	Frankfort, KY 40601	Shepherdsville, KY 40165
Telephone			502-955-1588
Email			Jan.summarell@ledcor.com

**TDS TELECOM**

	Legal	Additional Legal	Operational
Contact Title	Manager Carrier Relations	Regulatory & Corporate Counsel	Manager, Field Services
Company	TDS TELECOM	TDS TELECOM	TDS TELECOM
Address	P.O. Box 5158	P.O. Box 5366	PO Box 969
Address	525 Junction Road		24014 Hwy 421
City, State, Zip	Madison, WI 53705-0158	Madison, WI 53705-0366	Hyden, KY 41749
Telephone	(608) 664-4800	608-664-4111	606-672-1333
Facsimile	(608) 830-5569		606-672-9005

26.2 Each party may at any time designate a new point of contact by giving written notice of such change pursuant to Section 26.1.

**27. FORCE MAJEURE**

27.1 Neither Party shall be liable for any delay or failure in performance of any part of this License 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 ("Force Majeure Event"). In the event of a Force Majeure Event, upon giving prompt notice to the other party, , the

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement in duplicate on the day and year written below.

**COMMONWEALTH OF KENTUCKY**  
**Finance & Administration Cabinet**  
**Office of the Secretary**  
**702 Capitol Ave.**  
**Room 383, Capitol Annex**  
**Frankfort, KY 40601**

**TDS TELECOMMUNICATIONS**  
**CORPORATION (not individually but as**  
**agent for the TDS TELECOM affiliates**  
**identified on Schedule I)**

August 31, 2015  
Date

September 8, 2015  
Date

Lori Hudson Flanery  
Signature

Joel Dohmeier  
Signature

Lori Hudson Flanery  
Printed Name

Joel Dohmeier  
Printed Name

Secretary, Finance Cabinet  
Title

Director, Reg. Revenue, Strategy and Compliance  
Title

## SCHEDULE I

**TDS TELECOM Affiliates that are Parties to this License Agreement with the Commonwealth of Kentucky dated \_\_\_\_\_.**

### Company

1. **Leslie County Telephone Company**
2. **Lewisport Telephone Company**
- 3.
- 4.
- 5.



## SCHEDULE II

### TDS TELECOM Fees for Attachment and or Occupancy

TDSTELECOM Subsidiary		Pole Attachment Fee (each Attachment/Annuall.)
1.	Leslie County Telephone Company	\$12.00
2.	Lewisport Telephone Company	\$12.00

**Pole Attachment Application Fee (100 attachments maximum) \$ 125.00**

**Pre-License Survey**

**Estimate Furnished Upon Request**

**Make-Ready Work**

**Estimate Furnished Upon Request**

**APPLICATION FOR POLE ATTACHMENT LICENSE**

\_\_\_\_\_  
*Name of Applicant / Licensee*

\_\_\_\_\_  
*Application Date*

\_\_\_\_\_  
*Applicant Contact Person*

\_\_\_\_\_  
*Application Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*TDS TELECOM Operating Company*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Contact Telephone Number*

In accordance with the terms and conditions of the License Agreement between TDS TELECOM and \_\_\_\_\_ (*Licensee*), dated \_\_\_\_\_, 20\_\_\_\_, application is hereby made for a non-exclusive license to attach communications facilities to \_\_\_\_\_ (*quantity*) poles as indicated on the attached sketch and Pole Application Listing on Page 2 of this Application Form. The following information to be provided by Licensee:

\_\_\_\_\_  
*Estimated Construction Start Date*      \_\_\_\_\_  
*Estimated Construction Completion Date*      \_\_\_\_\_  
*Fees Enclosed*

\_\_\_\_\_  
*Licensee Construction Contact*      \_\_\_\_\_  
*Address*      \_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Construction Contact Tel. No.*      \_\_\_\_\_  
*Contractor/Subcontractor Names*      \_\_\_\_\_  
*3<sup>rd</sup> Party Whose Facilities are Used*

Licensee hereby requests TDS TELECOM to provide an estimate of the costs to complete the required Pre-License Survey work.

By: \_\_\_\_\_  
*Authorized Licensee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Application Fee Received By*      \_\_\_\_\_  
*Amount*      \_\_\_\_\_  
*Date*      \_\_\_\_\_  
*Date Written 3<sup>rd</sup> Party Confirmation Received*

- (1) **Each application is to be accompanied with an Application Fee of \$125 as specified in Schedule II of License Agreement.**
- (2) **The Pole Attachment Application Number applies to each individual application. Each License Application will be numbered in sequential ascending order by License for each License Agreement. Applications will be processed in sequential ascending order according to application numbers assigned by the Licensee unless Licensee designates application is to have priority over other pending applications**
- (3) **Each Application for Pole Attachment License is limited to no more than 100 poles per application per the License Agreement.**



**APPLICATION FOR DROP POLE ATTACHMENT LICENSE**

_____ <i>Name of Applicant / Licensee</i>	_____ <i>Application Date</i>
_____ <i>Applicant Contact Person</i>	<u>D.P.</u> _____ <i>Application Number</i>
_____ <i>Address</i>	_____ <i>TDS TELECOM Operating Company</i>
_____ <i>City, State, ZIP</i>	_____ <i>Contact Telephone Number</i>

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*In accordance with the terms and conditions of the License Agreement between TDS TELECOM and \_\_\_\_\_(Licensee), dated \_\_\_\_\_, 20\_\_, application is hereby made for a non-exclusive license to attach communications facilities to \_\_\_\_ (quantity) poles as indicated on the Drop Pole Application Listing on Page 2 of this Application Form.*

By: \_\_\_\_\_  
*Authorized Licensee Signature*      \_\_\_\_\_  
*Date*      \_\_\_\_\_  
*Purchase Order Number (See Note 1)*

\_\_\_\_\_  
*Printed Name*      \_\_\_\_\_  
*Title*

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_____ <i>Application Fee Received By</i>	_____ <i>Amount</i>	_____ <i>Date</i>	_____ <i>Date Written 3<sup>rd</sup> Party Confirmation Received</i>
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- (1) All applications are to be accompanied with pre-payment of Application Fees as specified in Schedule II of License Agreement.**
- (2) The Drop Pole Attachment Application Number applies to each individual application. Each License Application will be numbered in sequential ascending order by License for each License Agreement. Applications will be processed in sequential ascending order according to application numbers assigned by the Licensee unless Licensee designates application is to have priority over other pending applications**
- (3) Applications for Drop Pole Attachment License are to be submitted monthly.**



**TDS TELECOM**  
**POLE ATTACHMENT / CONDUIT OCCUPANCY LICENSE**

Licensee Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

\_\_\_\_\_  
TDS TELECOM Operating Company Issuing License

Application for Pole Attachment / Conduit Occupancy License for Pole Attachment /  
Conduit Occupancy Application No. \_\_\_\_\_ is hereby

\_\_\_\_ Granted      \_\_\_\_ Disapproved

Terms and Conditions for the License are found in the License Agreement between TDS TELECOM and Licensee. Attachment / Occupancy Fees for \_\_\_\_\_(Poles) (feet conduit), at rates set forth in Schedule II of the License Agreement, are effective as of the date of the approval signature below.

By: TDS TELECOMMUNICATIONS  
CORPORATION not individually as agent for  
TDS TELECOM subsidiaries identified on  
Schedule I of the License Agreement

\_\_\_\_\_  
Authorized TDS TELECOM Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date