

**POLE ATTACHMENT AND CONDUIT OCCUPANCY LICENSING
AGREEMENT**

BETWEEN

**CITIZENS TELECOMMUNICATIONS COMPANY OF NEW YORK,
INC. d/b/a FRONTIER COMMUNICATIONS OF NEW YORK
FRONTIER COMMUNICATIONS OF AUSABLE VALLEY, INC.
FRONTIER COMMUNICATIONS OF NEW YORK, INC.
FRONTIER COMMUNICATIONS OF SENECA-GORHAM, INC.
FRONTIER COMMUNICATIONS OF SYLVAN LAKE, INC.
FRONTIER TELEPHONE OF ROCHESTER, INC.
OGDEN TELEPHONE COMPANY d/b/a FRONTIER OGDEN
TELEPHONE COMPANY**

AND

POLE ATTACHMENT AND CONDUIT OCCUPANCY LICENSING AGREEMENT

THIS POLE ATTACHMENT AND CONDUIT OCCUPANCY LICENSING AGREEMENT

("Agreement") is entered into by and between _____, having a principal office _____ ("Licensee") and **Citizens Telecommunications Company of New York, Inc. d/b/a Frontier Communications of New York**, a corporation of the State of New York having a principal office at 3441 Henrietta Road, Rochester, NY 14623 ("Frontier Citizens"), **Frontier Communications of AuSable Valley, Inc.**, a corporation of the State of New York having a principal office at 3441 Henrietta Road, Rochester, NY 14623 ("Frontier AuSable Valley"), **Frontier Communications of New York, Inc.**, a corporation of the State of New York having a principal office at 3441 Henrietta Road, Rochester, NY 14623 ("Frontier New York"), **Frontier Communications of Seneca-Gorham, Inc.**, a corporation of the State of New York having a principal office at 3441 Henrietta Road, Rochester, NY 14623 ("Frontier Seneca-Gorham"), **Frontier Communications of Sylvan Lake, Inc.**, a corporation of the State of New York having a principal office at 3441 Henrietta Road, Rochester, NY 14623 ("Frontier Sylvan Lake"), **Frontier Telephone of Rochester, Inc.**, a corporation of the State of New York having a principal office at 3441 Henrietta Road, Rochester, NY 14623 ("Frontier Rochester"), **Ogden Telephone Company d/b/a Frontier Ogden Telephone Company**, a corporation of the State of New York having a principal office at 3441 Henrietta Road, Rochester, NY 14623 ("Frontier Ogden"). (Frontier Citizens, Frontier AuSable Valley, Frontier New York, Frontier Seneca-Gorham, Frontier Sylvan Lake, Frontier Rochester and Frontier Ogden are collectively and individually referred to as "Frontier".) Licensee and Frontier are sometimes referred to collectively as the "Parties" or individually as "Party." This Agreement is effective as of the date last written in the signature block.

1. Definitions.

- 1.1 **Affiliate** – an entity is an affiliate of another corporation if they share, directly or indirectly, a common corporate parent, or are otherwise under common ownership.
- 1.2 **Applicable Law(s)** - all laws, statutes, common law, regulations, ordinances, codes, orders, permits, and approvals of a government authority which apply or relate to the subject matter of this Agreement.
- 1.3 **Attachments** - any placement of Licensee's Facilities in or on Frontier's poles, ducts, inner ducts, conduits, or right of ways that are reasonably required by Licensee to provide its Cable Television, Telecommunications and/or Broadband Services.
- 1.4 **Broadband Services** – services with technology having the capacity to transmit data to enable a subscriber to the service to originate and receive high-quality voice, data, graphics, and video.
- 1.5 **Business Day** - Monday through Friday, except for holidays on which the U. S. Mail is not delivered.
- 1.6 **Cable Television Services** - the one-way transmission to subscribers of video programming, or other programming services; and, subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.7 **Comingled Services** - services that offer a combination of cable or telecommunications services along with Internet access service, VoIP, IP-enabled services, or other services which the FCC has not expressly classified.

- 1.8 **Conduit/Duct** – a single enclosed path used to house Innerduct or to directly house Facilities.
- 1.9 **Conduit Occupancy Fee** – the fee paid by Licensee to Frontier per linear foot of cable installed in each Innerduct occupied by Licensee's Facilities in Frontier's Conduit(s). Conduit Occupancy Fees are specified in Article 13.
- 1.10 **Facilities** – all facilities, including but not limited to, cables, equipment, and associated hardware, owned and/or used by the Licensee which are attached to a pole, overlashed to other facilities on a pole, or occupy an Innerduct or Duct.
- 1.11 **Frontier's Conduit(s) or Frontier Conduit(s)** – any reinforced passage or opening (or space therein) in, on, under, over or through the ground capable of containing facilities; that is owned or leased by Frontier solely or jointly with another entity or entities; and with respect to which Frontier has the right to authorize the occupancy of Licensee's Facilities. Conduit does not include a controlled environment vault.
- 1.12 **Frontier's Pole(s) or Frontier Pole(s)** - any pole or poles solely owned by Frontier, jointly owned by Frontier and another entity or entities, and space on poles obtained by Frontier through arrangements with the owner(s) thereof.
- 1.13 **Hazardous Materials** - (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority; (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority; or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 1.14 **Innerduct** – unless otherwise specified or approved by Frontier, a single enclosed raceway 1" or 1-1/4" in diameter, placed within Duct and used for housing facilities.
- 1.15 **Make-Ready Work** - all work, including, but not limited to, rearrangement, removal, or transfer of existing Attachments and/or Facilities, to include placement, repair, or replacement of Frontier Poles or Frontier Conduits, or any other changes required to accommodate the Licensee's Attachments on a Frontier Pole or in a Frontier Conduit. It includes (i) preparatory work that must be performed on Frontier's Poles and/or Frontier's Conduits and related facilities in order to accommodate Licensee's Facilities; (ii) "make-ready engineering," which consists of reviewing the current conditions of Frontier's Facilities which Licensee desires to occupy and ascertaining what work needs to be done in order to properly accommodate Licensee's Facilities; (iii) "make-ready construction," which is the actual rearrangement work performed in accordance with the determinations made in the make-ready engineering process; and (iv) any cost associated with final inspection of facilities before, during, and after Licensee has completed construction to ensure compliance with safety and industry standards. It may include, among other things, moving Frontier's Facilities and the placing of new anchors, guys, and/or conduit.
- 1.15.1 **Simple Make-Ready Work** – Make-Ready Work where existing attachments in the communications space of a Frontier Pole could be

transferred without any reasonable expectation of a service outage or facility damage and that does not require splicing of an existing communications attachment or relocation of an existing wireless attachment.

- 1.15.2 **Complex Make-Ready Work** – Make-Ready Work outside of the communications space; Make-Ready Work within the communications space that would be reasonably likely to cause a service outage or facility damage, including any splicing of an existing communications attachment or relocation of an existing wireless attachment; or Make-Ready Work involving any and all wireless activities, including those involving mobile, fixed, and point-to-point communications and wireless internet service providers.
- 1.15.3 **One-Touch Make Ready** – an accelerated make-ready process for Occupancy Requests involving only Simple Make-Ready Work under which Licensee may elect to use a Qualified Contractor to perform all Make-Ready Work necessary to facilitate its Attachments.
- 1.16 **Manholes and Handholes** – subsurface enclosures which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in conduit.
- 1.17 **Occupancy Request** - an electronic or written request from Licensee to occupy Frontier's Poles or Frontier's Conduit, submitted substantially in the form attached as Exhibit B, or if the parties have agreed to use an electronic communication system (such as NJUNS - National Joint Utilities Notification System), the electronic form provided in that system for the communication. It must contain all information necessary to complete the review of the request. For any agreements in effect prior to the date this Agreement is executed by the Parties, the term Occupancy Request shall be deemed to include occupancy requests made by letter or similar document.
- 1.18 **Pole Attachment Fee** - the fee assessed per attachment and paid by Licensee to place Attachments on Frontier's Poles. Pole Attachment Fees are specified in Article 13 of this Agreement.
- 1.19 **Qualified Contractor** – a contractor that has agreed to follow and has acknowledged that it understands, the specifications and requirements set forth in Section 11.1 of the Agreement and that maintains insurance in accordance with Frontier's written requirements for contractors (which Frontier shall make available to Licensee upon request). Frontier may, but is not obligated to, make available (i) a list of Qualified Contractors it has authorized to perform surveys and Simple Make-Ready Work and (ii) a list of Qualified Contractors it has authorized to perform Complex Make-Ready Work. If Frontier provides the list identified in (i), Licensee must utilize a Qualified Contractor from that list when performing authorized Simple Make-Ready Work, including One Touch Make-Ready, under Sections 6.9 or 6.10.3 of this Agreement. If Frontier provides the list identified in (ii), Licensee must utilize a Qualified Contractor from that list when performing Complex Make-Ready Work under Section 6.10.3 of this Agreement. Frontier may disqualify any contractor chosen by Licensee that is not on a Frontier-provided list, but such disqualification must be based on reasonable safety or reliability concerns related to the contractor's failure to meet the qualifications set forth above. Frontier must provide timely notice of its objection to Licensee, and its objection must identify at least one Qualified Contractor that Licensee may utilize.

- 1.20 **Right of Way (ROW)** - a right to use or pass over on or under the land of another person. A Right of Way may run under, on or over public or private property (including the air space above such property).
- 1.21 **Telecommunications Services** - as defined by the Telecommunications Act of 1996, the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2. Purpose.

- 2.1 Licensee represents to Frontier that Licensee has a need to occupy, place, and maintain Attachments on Frontier's Poles or in Frontier's Conduit for the purpose of providing Cable Television, Telecommunications, or Broadband Services.
- 2.2 Frontier agrees to permit Licensee to occupy, place, and maintain its Attachments on Frontier Poles and/or in Frontier Conduit as Frontier may allow pursuant to the terms of this Agreement and subject to Applicable Law.

- 3. Grant of License.** Frontier grants to Licensee and Licensee accepts from Frontier a non-exclusive revocable license to occupy, place, and maintain in a designated space on specified Frontier Poles and/or in specified Frontier Conduit Licensee's Facilities on the terms and conditions set forth in this Agreement. Licensee shall have no further right, title, or other interest in connection with Frontier's Poles and/or Frontier's Conduit. Frontier shall have the right to grant, renew, or extend privileges to others not parties to this Agreement to occupy, place, or maintain Attachments on or otherwise use any or all Frontier Poles and/or Frontier Conduit. Nothing in this Agreement is intended to, nor should it be construed to require Frontier to construct or modify any facilities not needed for its own service requirements except to the extent required by Applicable Law.

- 4. Scope.** Frontier grants this license in the state of New York in reliance on the representation of Licensee that Licensee intends to provide Cable Television, Telecommunications, Broadband or Comingled Services with the Attachments covered by this Agreement.

- 5. Term.** Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one (1) year from the effective date of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. If notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) calendar days after such notice is received, provided that in no case shall the term be extended beyond ninety (90) calendar days after the end of the current term at which time all Licensee Attachments must be removed.

6. Pole /Conduit Occupancy Requests.

- 6.1 Licensee shall submit a complete Occupancy Request identifying the Frontier Poles and/or Frontier Conduit upon which Licensee desires to place Facilities. If Licensee intends to utilize One-Touch Make Ready, its Occupancy Request must specifically elect that process and identify the Make-Ready Work Licensee will perform at the time it submits the complete Occupancy Request. Licensee may request to attach to three hundred (300) poles and occupy fifty (50) manholes/handholes on a single Occupancy Request. Frontier may limit the total number of Occupancy Requests from Licensee to no more than three thousand (3,000) poles or fifty (50) manholes/handholes for all requests pending approval at any one time. Licensee shall submit a Notice of Removal Form, as shown in

Exhibit C, identifying the Frontier Poles and/or Frontier Conduit from which Licensee has removed its Facilities, including those Facilities that may be overlashed to Licensee's own existing Attachments. Each Occupancy Request or Notice of Removal Form shall be in a form specified by Frontier and may be revised from time to time by Frontier. All Occupancy Requests submitted to Frontier shall be processed on a non-discriminatory basis.

- 6.2 Within ten (10) business days of submission of each Occupancy Request, Frontier shall notify Licensee whether such Occupancy Request is complete. If not complete, Frontier's notice will specify the additional information needed to complete the Occupancy Request. If Frontier does not provide said notice within ten (10) business days of submission, the Occupancy Request shall be deemed complete. Any resubmitted Occupancy Request need only address Frontier's reasons for initially finding the Occupancy Request incomplete and shall be deemed complete within five (5) business days of its resubmission unless Frontier provides notice to Licensee within that time period identifying which reasons were not sufficiently addressed and how the resubmitted Occupancy Request did not sufficiently address those reasons.
- 6.3 If Licensee intends to utilize One Touch Make-Ready to attached to any Frontier Poles, it is responsible for all required surveys and shall utilize a Qualified Contractor to perform them. Licensee shall permit Frontier and any existing attachers on the affected Frontier poles to be present for any field inspection conducted as part of Licensee's surveys. Licensee shall provide Frontier and any existing attacher at least three (3) business days written notice of a field inspection as part of any survey that sets forth the date, time, and location of said field inspection, and the name of the Qualified Contractor performing the survey.
- 6.4 For any Occupancy Request that does not involve Licensee's authorized use of One-Touch Make Ready, Frontier shall complete a survey of the affected Frontier Poles within forty-five (45) calendar days of submission. Frontier will permit Licensee and any existing attacher to be present for any field inspection conducted as a part of the survey and will provide at least three (3) business days' notice of the date, time, and location of said field inspection. If Frontier does not timely complete a survey, Licensee may hire a Qualified Contractor to complete the survey. Licensee shall provide Frontier and any existing attacher at least three (3) business days written notice of a field inspection as part of any survey that sets forth the date, time, and location of said field inspection, and the name of the Qualified Contractor performing the survey.
- 6.5 Frontier, in its sole judgment, based on reasons of capacity, safety, reliability, and generally applicable engineering standards, will determine the availability of space on the Frontier Poles or in Frontier Conduit specified in the Occupancy Request. Frontier will provide its response to a complete Occupancy Request electing to utilize One-Touch Make Ready for Simple Make-Ready Work within fifteen (15) calendar days after its submission. Within this fifteen (15) calendar day period, Frontier may notify Licensee in writing that it objects to Licensee's assertion that the Occupancy Request involves Simple Make-Ready Work and is treating the Occupancy Request as if Licensee did not elect to utilize One Touch Make-Ready. Frontier's notice must provide and explain the evidence and information supporting its objection. Frontier will provide its response to any complete Occupancy Request that does not involve Licensee's authorized use of One Touch Make-Ready within forty-five (45) calendar days of its submission. The fifteen (15) calendar day period or forty-five (45) calendar day period to respond to a complete Occupancy Request applies to requests up to the lesser of one-half percent (0.5%) of Frontier's total poles within a state or three hundred (300) poles within a state during any thirty (30) calendar day period. For larger requests up to the lesser of five percent (5%) of Frontier's total poles in a state or

three thousand (3,000) poles within the state, Frontier shall have an additional fifteen (15) calendar days to provide its response. For in-state requests greater than three thousand (3,000) poles, the parties shall negotiate in good faith regarding the time frame for response. Multiple in-state requests from Licensee during a thirty (30) calendar day period shall be deemed a single request.

- 6.6 Upon approval of the Occupancy Request, Frontier shall return to Licensee one copy bearing an endorsement acknowledging Frontier's authorization. All Attachments placed on Frontier's Poles and/or in Frontier's Conduit pursuant to an approved Occupancy Request shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent Occupancy Requests for approval by Frontier as needed. Frontier shall make a good faith effort to accommodate Licensee's Occupancy Requests to include pole change outs, reasonable facilities rearrangements, and alternative route proposals before an Occupancy Request is denied. If Frontier denies Licensee's Occupancy Request, it shall provide an explanation specific with regard to both the particular attachment(s) and the particular pole(s) at issue. Frontier is under no obligation to provide general information respecting the location and availability of Frontier Poles and/or Frontier Conduits, except as may be necessary to process an Occupancy Request. Except as specifically authorized in Section 6.9, no Facility shall be placed on any Frontier Pole or in Frontier Conduit identified in an Occupancy Request until that Occupancy Request has been approved by Frontier.
- 6.7 Licensee shall pay Frontier a fee specified on Exhibit A - Attachment Fees to compensate Frontier for the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the Frontier Poles and/or Frontier Conduit included in the Occupancy Request. Frontier will true-up the charge for additional charges or refunds based upon its then-current rates for engineering costs, as may be changed from time to time by Frontier.
- 6.8 Upon receiving an approved Occupancy Request, Licensee shall have the right, subject to the terms of this License, to place and maintain the Attachments described in the Occupancy Request in the space designated on the Frontier Poles and/or in the Frontier Conduits identified therein.
- 6.9 If Licensee's Occupancy Request electing One Touch Make-Ready is approved, the following terms apply:
- 6.9.1 Licensee shall provide at least fifteen (15) calendar days written notice to Frontier and any existing attacher before performing the Simple Make-Ready Work using a Qualified Contractor. The notice shall include the date and time of the Make-Ready Work, a description of the Make-Ready Work, and name of the Qualified Contractor performing the Make-Ready Work and shall provide Frontier and any existing attacher a reasonable opportunity to be present for the Make Ready Work.
- 6.9.2 Licensee shall notify Frontier or any existing attacher immediately if the Make-Ready Work damages the equipment of Frontier or the existing attacher or causes an outage that is reasonably likely to interrupt the service of Frontier or the existing attacher. Upon receiving such a notice, Frontier or the existing attacher may either (i) complete the necessary repairs and remedial work and bill Licensee for the reasonable costs associated with such repairs and work or (ii) require Licensee to fix the damage or outage at Licensee's expense immediately following notice from Frontier or the existing attacher.

- 6.9.3 If Licensee's Occupancy Request electing One Touch Make-Ready is approved, but in performing the Make-Ready Work either Licensee or Frontier determines that the Make-Ready Work is actually Complex Make-Ready Work, then the specific Make-Ready Work being performed must be halted and the determining party must provide immediate notice to the other party of its determination and the impacted poles. The Make-Ready Work shall then be governed by Section 6.10.
- 6.10 For any Occupancy Request not involving Licensee's authorized use of One Touch Make-Ready, the following terms apply:
- 6.10.1 If Make-Ready Work is necessary to accommodate Licensee's Attachments, within fourteen (14) calendar days after Frontier provides its response to the Occupancy Request, Frontier shall notify Licensee that Make-Ready Work is necessary and provide Licensee with a good faith estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Attachments. Within fourteen (14) calendar days after receiving such notice from Frontier, Licensee shall either (i) approve and pay the entire amount of the Make-Ready Work estimate, or (ii) notify Frontier that it desires to cancel its Occupancy Request.
- 6.10.2 Upon receipt of full payment from Licensee for a Make-Ready Work estimate, Frontier shall send written notice to all existing attachers that may be affected by the Make-Ready Work. Frontier shall complete Make-Ready Work in the communications space within thirty (30) calendar days from such notice. This thirty (30) calendar day period applies to requests up to the lesser of one-half percent (0.5%) of Frontier's total poles within a state or three hundred (300) poles within a state during any thirty (30) calendar day period. For larger requests up to the lesser of five percent (5%) of Frontier's total poles in a state or three thousand (3,000) poles within the state, Frontier shall have an additional forty-five (45) calendar days (30 calendar days extends to 75 calendar days). Frontier also has a right to an additional fifteen (15) calendar days if it provides Licensee written notice that Frontier intends to complete the Make-Ready Work itself. For in-state requests greater than three thousand (3,000) poles, the parties shall negotiate in good faith regarding the time frame for completing the Make-Ready Work.
- 6.10.3 If Frontier does not complete the Make-Ready Work within the time specified, and the Make-Ready Work does not include any pole replacement, Licensee may hire a Qualified Contractor to complete the Make-Ready Work. Before performing any Make-Ready Work under this Section, Licensee shall provide Frontier and any existing attacher with not less than five (5) calendar days' notice of the Make-Ready Work. This notice shall include the date and time of the Make-Ready Work, a description of the Make-Ready Work, and the name of the Qualified Contractor performing the Make Ready Work.
- 6.10.4 If Frontier receives no response from Licensee within fourteen (14) calendar days of Frontier's notice of a Make-Ready Work estimate, the Occupancy Request will be deemed actively withdrawn by Frontier and any cost incurred to date for processing the Licensee's Occupancy Request will be billed to the Licensee and the Attachments requested will be released for use by other requesting licensees on a first come, first serve basis.

- 6.11 If Licensee utilizes a Qualified Contractor to perform Make-Ready Work under Sections 6.9 or 6.10.3, Licensee shall notify Frontier and any existing attacher within fifteen (15) calendars after completing any Make-Ready Work on a particular Frontier Pole. The notice shall provide Frontier and any existing attacher with at least ninety (90) calendar days from receipt to inspect the Make-Ready Work. Frontier and any existing attacher shall have fourteen (14) calendar days after completion of their inspections to notify Licensee and provide documentation of any damage or violations caused by Licensee's Make-Ready Work. Frontier and any existing attacher may either complete the necessary repairs or remedial work and bill Licensee for the reasonable costs associated with such repairs or work or require Licensee to complete the necessary repairs or remedial work at its own expense within fourteen (14) calendar days after notice from Licensee or any existing attacher.
- 6.12 Frontier shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other party with Attachments on Frontier's Poles and/or in Frontier's Conduit to rearrange or modify its Attachments as may be required to accommodate Licensee's Facilities.
- 6.13 Licensee is not authorized and shall have no right to place Facilities on any Frontier Pole and/or in any Frontier Conduit unless that Frontier Pole or Frontier Conduit is identified in an approved Occupancy Request. Notwithstanding the provisions of this Section 6.13, a service drop Attachment may be made prior to obtaining an approved Occupancy Request from Frontier, however, Licensee shall submit an Occupancy Request to Frontier for such service drop Attachment within two (2) Business Days immediately following the Attachment.

7. Notice of Overlapping of Licensee's Attachments.

- 7.1 Licensee shall submit a Notice of Overlapping Form, as shown in Exhibit D, identifying the Frontier poles upon which Licensee has Attachments which will be overlapped by Licensee. Licensee shall submit a Notice of Removal Form, as shown in Exhibit C, identifying the Frontier Poles upon which Licensee has removed its facilities overlapped to the Licensee's own existing Attachments. Each Notice of Overlapping Form or Notice of Removal Form shall be in a form specified by Frontier and may be revised from time to time by Frontier. No facilities shall be overlapped on any Frontier Pole until Frontier has had at least fifteen (15) calendar days within which to review the Notice of Overlapping.
- 7.2 If Frontier notifies Licensee with fifteen (15) calendar days after receipt of the Notice of Overlapping form that Make-Ready Work is required to accommodate the proposed overlapping, the terms and conditions set forth in Article 6 for an Occupancy Request shall apply in like manner to the Notice of Overlapping.

8. Availability of Frontier Pole and Frontier Conduit Maps.

- 8.1 Existing Frontier Pole and Frontier Conduit maps will be made available for viewing by Licensee for the purpose of pre-order planning at the Frontier area engineering offices during normal business hours, subject to reasonable advance notification. While formal written requests will not be required in connection with the first request by Licensee to view Frontier Pole and Frontier Conduit maps, Frontier reserves the right to refuse any subsequent viewing request or require written justification for the request if Licensee has demonstrated that it does not have a good faith intention to submit an Occupancy Request. If the availability of specific point-to-point conduits can be determined at the time of viewing Frontier Pole and Frontier Conduit maps, maps reflecting such point-to-point information may be made available for copying provided that such map does not contain

information that is deemed proprietary to Frontier. In such case, Licensee will be provided with a sketch of the required point-to-point information without the proprietary information. Licensee shall pay to Frontier a fee sufficient to cover the general administrative costs incurred for making such copies available.

- 8.2 IN MAKING FRONTIER MAPS AVAILABLE, FRONTIER WILL BE MAKING NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY, OTHER THAN THAT THEY ARE THE SAME MAPS USED BY FRONTIER IN ITS DAY-TO-DAY OPERATIONS.

9. Requests for General Information Regarding Space on Frontier Poles and in Frontier Conduits.

- 9.1 Frontier will provide information on the availability of Frontier Pole or Frontier Conduit space within sixty (60) calendar days of a written request by Licensee. Because Frontier will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. If the sixty (60) calendar day time frame cannot be met, Frontier shall so advise Licensee and shall seek a mutually satisfactory alternative response date. No representation regarding the availability of space shall be made in the absence of a physical field verification.
- 9.2 Licensee shall pay Frontier a fee specified on Exhibit A - Attachment Fees to compensate Frontier for the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the Frontier Poles and/or Frontier Conduit included in the Occupancy Request. Frontier will true-up the charge for additional charges or refunds based upon its then-current rates for administrative and engineering costs, as may be changed from time to time by Frontier.

10. Authority to Place Attachments.

- 10.1 Before Licensee places any Facility on Frontier's Poles and/or in Frontier's Conduit pursuant to an approved Occupancy Request, Licensee shall submit evidence satisfactory to Frontier including, but not limited to, an affidavit of its authority to erect and maintain the Facilities to be placed on Frontier's Poles and in Frontier's Conduit within the public streets, highways, and other thoroughfares, or on private property. Licensee shall be solely responsible for obtaining all ROWs, easements, licenses, authorizations, permits and consents from federal, state, and municipal authorities or private property owners that may be required to place Attachments on Frontier's Poles and/or in Frontier's Conduit. If Licensee must obtain any additional easements, permits, approvals, licenses and/or authorizations from any governmental authority or private individual or entity in order to use Frontier's Poles or Frontier's Conduits under an approved Occupancy Request, upon Licensee's request and if needed by Licensee to obtain such ROWs, approvals or other authorizations, Frontier shall provide written confirmation of its consent to Licensee's utilization of Frontier's Poles and/or Frontier's Conduit in a particular location in accordance with this Agreement. Frontier shall also provide maps or drawings of its facilities locations to the extent reasonably required by such governmental authority or private individual or entity for purposes of considering or granting Licensee's request to it for authority or approval.
- 10.2 If any ROW, easement, license, authorization, permit, or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee retains a right to pursue all appeals before Frontier revokes permission to occupy its poles

or conduit. Revocations of permission to occupy Frontier's Poles or Frontier's Conduit will be allowed only after Licensee has exhausted all legal, administrative, and equitable remedies in all state and federal forums. If Licensee does not prevail in its appeals, permission to attach to Frontier's Poles or Frontier's Conduit shall terminate immediately and Licensee shall promptly remove its Attachments. Should Licensee fail to remove its Attachments within sixty (60) calendar days of receiving notice to do so from Frontier, Frontier shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Frontier being considered guilty of trespass or conversion, and without Frontier becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Frontier to remove Licensee's Attachments shall be reimbursed to Frontier by Licensee upon demand.

- 10.3 Upon notice from Frontier to Licensee that the use of any one or more of Frontier's Poles or Frontier's Conduits must cease for reasons of safety or at the direction of any federal, state, or municipal authority, or private property owner, permission to attach to such pole(s) or conduit(s) shall terminate immediately and Licensee promptly shall remove its Attachments. For safety violations, Licensee shall correct all non-standard conditions within thirty (30) calendar days from receipt of written notice from Frontier or such earlier time provided by the requesting or directing party. Should Licensee fail to correct safety violations or remove its Attachments within that time frame, Frontier shall have the option to correct such safety violations or remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Frontier being considered guilty of trespass or conversion, and without Frontier becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Frontier to correct such violations or to remove Licensee's Attachments shall be reimbursed to Frontier by Licensee upon demand by Frontier.

11. Placement of Attachments.

- 11.1 Licensee shall, at its own expense, place and maintain its Facilities on Frontier's Poles and/or in Frontier's Conduit in accordance with specifications consisting of (i) requirements and specifications, as published and amended from time to time by the industry, the Manual of Construction Procedures (Blue Book), (ii) all current or future rules or orders of any federal, state or local authority having jurisdiction, and (iii) all current or future applicable requirements and specifications of the National Electrical Safety Code, National Electrical Code, Occupational Safety and Health Act, and Rural Utilities Service. To the extent such specifications may conflict, then the most stringent shall apply.
- 11.2 Licensee's Facilities on Frontier's Poles shall be tagged at maximum intervals of every three hundred (300) feet and Licensee's Facilities in Frontier's Conduits shall be tagged at each Manhole so as to identify Licensee as the owner of the Attachments. The tags shall be of sufficient size and lettering so as to be easily read from ground level. Tagging shall be performed on a going-forward basis and where previously approved Attachments exist; such tagging must be performed at any time the Licensee is performing any service work on existing unmarked Facilities.
- 11.3 Nothing in this Agreement may be construed as granting Licensee any ownership interest in support structures, whether or not constructed and/or paid for by Licensee under the Make-Ready Work provisions in Section 6.4 of this Agreement.

- 12. Failure of Licensee to Place Attachments.** Once Licensee has obtained an approved Occupancy Request, Licensee shall have sixty (60) calendar days from the date the Occupancy Request is approved to begin the placement of its Attachments on the Frontier Poles and/or in the Frontier Conduit covered by the Occupancy Request. If Licensee has not begun placing its Attachments within that sixty (60) calendar day period, Licensee shall so advise Frontier with a written explanation for the delay. If Licensee fails to advise Frontier of its delay with a written explanation or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the sixty (60) calendar days prescribed by this Article, the previously approved Occupancy Request shall be deemed rescinded by Frontier and Licensee shall have no further right to place Attachments pursuant to that Occupancy Request.
- 13. Pole Attachment Fees and Conduit Occupancy Fees.**
- 13.1 Licensee shall pay to Frontier an annual Per Attachment Fee and/or Conduit Occupancy Fee, as specified on Exhibit A - Attachment Fees, on all poles and/or conduit for which Licensee has an approved Occupancy Request. Pole Attachment Fees shall apply for each attachment on Frontier Poles upon which Licensee obtains authorization to place an Attachment. Conduit Occupancy Fees shall apply for each linear foot of Facilities placed in Innerduct and Manholes occupied by Licensee's Facilities in Frontier's Conduit. Linear feet occupied will begin at the center of the Manhole/Handhole and will include any excess cable stored within a Manhole/Handhole. If Licensee's Facilities occupy more than one Innerduct, Licensee shall pay a separate Conduit Occupancy Fee for each Innerduct occupied. The Conduit Occupancy Fee is the fee applicable to 1" or 1-1/4" diameter Innerduct. Frontier reserves the right to charge a higher fee for Innerduct of greater diameter. The Pole Attachment Fee or Conduit Occupancy Fee may be changed by Frontier from time to time as permitted by law upon sixty (60) calendar days, or the appropriate number of days as prescribed by federal, state or local government authority, written notice to Licensee.
- 13.2 Pole Attachment Fees and/or Conduit Occupancy Fees shall be billed annually in advance on a calendar year basis (January 1 to the succeeding December 31) for the number of attachments on Frontier Poles and feet of Frontier Conduit as of December 31 of the preceding calendar year. Any attachment on Frontier Pole or Frontier Conduit occupied during any portion of a calendar year shall be considered to have been occupied during the entire year with no proration for removals or new occupancies made during the calendar year. If any undisputed amount due on the billing statement is not received by Frontier on the payment due date, Frontier may charge, at its sole discretion, and Licensee agrees to pay, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable Frontier state access tariffs or the GTOC/GSTC FCC No. 1 Tariff, of one and one-half percent (1 1/2%) per month or the maximum non-usurious rate of interest under Applicable Law. Interest charges on a late payment shall be included on the next statement.
- 13.3 All Facilities placed by the Licensee on Frontier's Poles or in Frontier's Conduit that are providing Cable Television Services only will be billed at the Cable Television Service provider fee shown in Exhibit A - Attachment Fees. All Facilities placed on Frontier Poles or in Frontier Conduit by a Licensee that certifies that it is providing Telecommunication, Broadband or Comingled Services will be billed at the Telecommunication Service provider fee shown in Exhibit A – Attachment Fees.
- 13.4 Frontier shall maintain an inventory of the total number of attachments on Frontier Poles occupied by Licensee based upon the cumulative number of attachments specified in all Occupancy Requests approved by Frontier. Frontier

shall maintain an inventory of the total linear footage of Facilities in Innerduct and Manholes occupied by Licensee based upon the cumulative linear footage per Innerduct and/or Duct from all Occupancy Requests approved by Frontier.

- 13.5 Licensee is solely responsible to notify Frontier of any and all removals of Attachments from Frontier's Poles and/or Frontier's Conduits, as specified in Section 6.1 of this Agreement. Except as provided in Article 20 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to Frontier at least thirty (30) calendar days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by Frontier and may be revised from time to time at Frontier's sole discretion. Licensee shall remain liable for Pole Attachment Fees and/or Conduit Occupancy Fees until all of Licensee's Attachments have been physically removed from Frontier's Poles and/or Frontier's Conduits.
- 13.6 In addition to the Conduit Occupancy Fees above, if at any time the Licensee is allowed by Frontier to enter a Manhole through means other than Frontier's existing Conduit or Ducts, an annual charge per foot of Facilities placed within the Manhole system will apply as well as any previously identified Make-Ready (Rearrangement) charges.

14. Modifications, Additions or Replacements to Existing Attachments.

- 14.1 Licensee shall not modify, add to, or replace Facilities on any existing Attachment or in any Frontier Conduit without first notifying Frontier in writing of the intended modifications or replacement at least sixty (60) calendar days prior to the date the activity is scheduled to begin. The required notification shall include: (i) the date the activity is scheduled to begin, (ii) a description of the planned modification or replacement, (iii) a representation that the modification or replacement will not require any space other than the space previously designated for Licensee's Attachments, (iv) a representation that the modification or replacement will not impair the structural integrity of the poles and conduit involved, and (v) a representation that the modification or replacement will not impact any other third party licensee's Attachment. Licensee shall be solely responsible for obtaining all ROWs, easements, licenses, authorizations, permits, and consents from federal, state, and municipal authorities or private property owners that may be required to modify or add Attachments on Frontier's Poles and/or in Frontier's Conduit. If Licensee must obtain any additional easements, permits, approvals, licenses and/or authorizations from any governmental authority or private individual or entity in order to use Frontier's Poles or Frontier's Conduits under an approved Occupancy Request, upon Licensee's request and if needed by Licensee to obtain such ROWs, approvals or other authorizations, Frontier shall provide written confirmation of its consent to Licensee's utilization of Frontier's Poles and/or Frontier's Conduit in a particular location in accordance with this Agreement. Frontier shall also provide maps or drawings of its facilities locations to the extent reasonably required by such governmental authority or private individual or entity for purposes of considering or granting Licensee's request to it for authority or approval.
- 14.2 If Frontier determines that the modification or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the facilities involved in order to accommodate Licensee's modification or replacement, Frontier will so notify Licensee, whereupon Licensee will be required to submit an Occupancy Request in compliance with this Agreement to obtain authorization for the modification, addition to or replacement of its Facilities.

- 14.3 Access to Frontier's Poles or Frontier's Conduits for repairs, modifications, or replacements required in emergency situations shall be governed by Article 24 of this Agreement.
- 14.4 If Licensee requests Frontier to expand capacity or purchase additional plant, Licensee shall pay to Frontier all of its costs.
- 15. Rearrangements to Accommodate Other Licensees.** Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event, Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved and regarding how Licensee and such other licensee shall bear or split any costs associated with such rearrangement.
- 16. Unauthorized Attachments to Frontier's Poles and/or in Frontier's Conduits.**
- 16.1 Unauthorized Attachments on Frontier's Poles and/or in Frontier's Conduits constitute a breach of this Agreement. Unless Licensee provides written proof of authorization from Frontier upon Frontier's request, an Attachment to Frontier's Poles and/or in Frontier's Conduits shall be considered unauthorized. Such breach of Agreement must be remedied as set forth below or Licensee is subject to all legal remedies afforded Frontier under Applicable Law.
- 16.2 The charge for each unauthorized Attachment shall be an amount equal to the annual Attachment Fee per each unauthorized Attachment and/or Conduit Occupancy Fee per linear foot of unauthorized occupancy of Frontier Conduit, for the number of years since the most recent inventory or five (5) years whichever is less, plus interest at a rate set for that period by the Internal Revenue Service ("IRS") for individual underpayments pursuant to Section 6621 or the Internal Revenue Code. Licensee also shall pay to Frontier all costs incurred by Frontier to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to safeguard Frontier's Pole Attachments and/or Frontier's Conduit or to accommodate the Attachments of another party whose Attachments would not have required a rearrangement but for the presence of Licensee's unauthorized Attachments. Licensee shall also pay to Frontier all costs incurred by Frontier to reinforce, replace, or modify any Frontier Pole and/or Frontier Conduit, which reinforcement, replacement, or modification was required as a result of the unauthorized Attachment of Licensee. The Pole Attachment Fee and/or Conduit Occupancy Fee referenced in this Section 16.2 shall be determined in the same manner as such a fee would have been determined if the Attachment had been authorized by Frontier.
- 16.3 Once Frontier has notified Licensee of an unauthorized Attachment, the Licensee must submit an Occupancy Request to request an authorized Attachment. An Occupancy Request submitted per this provision will be treated like any other Occupancy Request subject to this Agreement on a going-forward basis. Licensee will be responsible for all fees associated with an Occupancy Request. If an Occupancy Request is not received by Frontier within fifteen (15) calendar days of Licensee's receipt of an unauthorized Attachment notification, then Licensee has sixty (60) calendar days from the date of its receipt of the initial unauthorized Attachment notification to remove the unauthorized Attachment. Removal of the Licensee's unauthorized Attachment does not relieve Licensee of any and all charges applicable to the unauthorized Attachments made to Frontier's Facilities.
- 16.4 For purposes of this Article 16, an unauthorized Attachment shall include, but not be limited to:

- 16.4.1 An Attachment to a Frontier Pole and/or in a Frontier Conduit for which an attachment on a Frontier Pole or Frontier Conduit is not identified in any Occupancy Request approved in accordance with this Agreement.
- 16.4.2 An Attachment that occupies more space than that allocated to Licensee by Frontier.
- 16.4.3 An Attachment that consists of facilities owned or controlled by and for the use of a party other than Licensee.
- 16.4.4 An additional Attachment or an Attachment that is overlapping Licensee's existing Attachment where prior approval of overlapping has not been made to Frontier.

17. Inventories and Inspections of Attachments.

- 17.1 Frontier may conduct a physical inventory of Frontier Poles and/or Frontier Conduit to determine the total number of attachments or footage and exact location of Licensee's Attachments. Any such inventory may be conducted a maximum of once every two (2) calendar years. Frontier shall provide thirty (30) days' notice of any such inventory to Licensee so that Licensee may be present and observe or participate. Upon Frontier's demand, Licensee shall reimburse Frontier's costs to conduct the physical inventory. If the Attachments of more than one licensee are inventoried, each licensee shall contribute a proportionate share of Frontier's costs.
- 17.2 In addition to inspections conducted under Sections 6.3 and 9.2, Frontier may inspect any Attachment by Licensee on Frontier's Poles and/or in Frontier's Conduit to determine whether Licensee's Attachments meet the specifications in Section 11.1. Frontier may conduct any such inspection from time to time at Frontier's discretion. Frontier shall provide thirty (30) days' notice of any such inspection to Licensee so that Licensee may be present and observe or participate. Upon Frontier's demand, Licensee shall reimburse Frontier's costs to conduct the inspection. No inspection, or lack thereof, by Frontier shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

18. Notice of Modification or Alteration of Frontier Poles or Frontier Conduit by Frontier.

- 18.1 If Frontier plans to modify or alter any Frontier Poles upon which Licensee has Attachments and/or Frontier Conduit in which Licensee has Facilities, Frontier shall provide Licensee notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to simultaneously modify or alter its Attachments on the Frontier Poles and/or in the Frontier Conduit to be modified or altered by Frontier, Licensee shall so notify Frontier in writing at least fifteen (15) calendar days prior to when work is to begin. In such event, Licensee shall bear a proportionate share of the total costs incurred by Frontier to make such poles and conduit accessible to Licensee. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.
- 18.2 If Frontier is required by a federal, state, or local authority or for any other reason beyond Frontier's control (e.g., normal deterioration) to move, replace or change the location of Frontier's Poles and/or location, alignment, or grade of Frontier's

Conduit, Licensee shall concurrently relocate Licensee's Attachments. Licensee shall complete such work within thirty (30) calendar days from receipt of written notice from Frontier or such earlier time provided by the requesting or directing party. Should Licensee fail to complete such work within that time frame, Frontier shall have the option to complete the work or remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Frontier being considered guilty of trespass or conversion, and without Frontier becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Frontier to complete the work or remove Licensee's Attachments shall be reimbursed to Frontier by Licensee upon demand by Frontier.

18.3 Frontier and Licensee shall bear their own costs for such relocation.

19. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, FRONTIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. Default and Remedies.

20.1 The occurrence of any one of the following shall be deemed a "Material Default" by Licensee under this Agreement:

20.1.1 Failure by Licensee to pay any undisputed fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of thirty (30) calendar days after written notice to Licensee.

20.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation, or provision of this Agreement and such default continues for a period of thirty (30) calendar days after written notice from Frontier (provided that if such default is not curable within such thirty (30) calendar day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

20.1.3 The filing (related to Licensee's Attachments or acts or omissions of Licensee) of any tax or mechanic's lien against Frontier's Poles and/or Frontier's Conduits which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed.

20.1.4 Licensee's voluntary or involuntary bankruptcy.

20.1.5 Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking.

20.1.6 The denial or revocation of any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation, or maintenance of Licensee's Attachments.

20.2 In the event of a Material Default, Frontier, without any further notice to the Licensee (except where expressly provided for below or required by Applicable Law) may do any one or more of the following:

20.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which Frontier shall have given Licensee notice, the cost of which performance shall be paid by Licensee to Frontier upon demand.

- 20.2.2 Terminate this Agreement by giving notice of such termination to Licensee, and upon sixty (60) calendar days written notice, remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Frontier being considered guilty of trespass or conversion, and without Frontier becoming liable for any loss or damages to Licensee occasioned thereby; or
- 20.2.3 Exercise any other legal or equitable right or remedy which Frontier may have.
- 20.3 Any costs and expenses incurred by Frontier (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be repaid to Frontier by Licensee upon demand.
- 20.4 Upon termination of this Agreement by Frontier because of a Material Default by Licensee, Licensee shall remain liable to Frontier for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees, and expenses, including, without limitation, reasonable attorneys' fees incurred by Frontier in pursuit of its remedies under this Agreement. In addition to and notwithstanding Article 16, the Parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages, the additional liquidated damages for termination because of a Material Default shall be an amount equal to one full calendar year of Pole Attachment Fees and/or Conduit Occupancy Fees.
- 20.5 All rights and remedies of each Party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

21. Indemnification.

- 21.1 Licensee shall compensate Frontier for the full actual loss, damage, or destruction of Frontier's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement by Licensee's employee's, agents or contractors (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).
- 21.2 Each Party will indemnify, defend and hold harmless the other Party, its agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or caused by any act or omission by the indemnifying Party's employees, agents, or contractors connected with this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities). Licensee will further indemnify Frontier from subsequent taxes and fees that may be levied by municipalities or other governmental entities and related to or arising from the presence of Licensee's Attachments on Frontier's Poles and/or in Frontier's Conduits, including but not limited to taxes or fees related to use of public rights-of-way, in association with this Agreement. Such fees that are levied would be in addition to the Pole Attachment Fees and/or Conduit Occupancy Fees reflected in this Agreement. Licensee expressly assumes all liability for actions brought against Frontier and Frontier's agents, officers, employees, and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this

indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

- 21.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve Frontier of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on Frontier's Poles and/or in Frontier's Conduits and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty.
- 21.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend, and hold harmless Frontier and Frontier's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments.
- 21.5 Notwithstanding anything to the contrary in this Agreement, except as provided in Article 27, each Party further shall indemnify and hold harmless the other Party, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified Party suffers or incurs because of: (i) any unlawful discharge of Hazardous Materials resulting from acts or omissions of indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party or its agents, employees, contractors, representatives, or predecessor in interest in connection with any cleanup required by law, or (iii) failure of the indemnifying Party or its predecessor in interest to comply with environmental, safety and health laws.
- 21.6 In no event shall either Party be liable to the other Party for any special, consequential, incidental, punitive, or indirect damages (including, without limitation, lost revenues, and lost profits) arising out this Agreement or any obligation arising under this Agreement, whether by virtue of any statute, in contract or in tort or otherwise, regardless of the theory of liability upon which any such claim may be based.
- 21.7 Licensee shall indemnify, protect, and hold harmless Frontier from and against any and all claims for libel and slander, copyright, patent, and/or other intellectual property rights infringement arising directly or indirectly by reason of Attachment of Licensee's equipment on Frontier's Poles and/or in Frontier's Conduit pursuant to this Agreement.

22. Insurance.

- 22.1 Licensee shall carry Commercial General Liability Insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Article 21 of this Agreement. Such insurance shall include, but not be limited to, Premises- operations, explosion and collapse, underground hazard, products/completed operations, contractual liability, independent contractors, and personal and advertising injury with limits of at least \$2,000,000 combined single limit for each occurrence for bodily and property damage. Commercial Automobile Liability covering all owned, non-owned and hired vehicles with limits of at least \$2,000,000 combined single limit each accident for bodily injury and property damage. Worker's Compensation Insurance as required by Statute, Excess Liability with limits of at least \$5,000,000, and Employer's Liability Insurance with limits of not less than \$1,000,000 each employee/disease/policy limit. Any of the limits in this Section 22.1, except for workers' compensation, may be satisfied through a combination of primary liability and umbrella/excess liabilities policies.

- 22.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be authorized to do business in the applicable states and shall have an A.M. Best Rating of A or better, and with the exception of workers' compensation and employer's liability, Frontier, its Affiliates and Subsidiaries shall be named as an additional insured in each such policy. All insurance required of Licensee under this Agreement shall be considered primary and non-contributory with any insurance or program of self-insurance that may be maintained by Frontier. Licensee shall submit to Frontier certificates of insurance evidencing that all coverage required by this Agreement is in full force and effect and shall state that the insurer or its representative(s) shall endeavor to provide thirty (30) calendar days prior written notice of intent to non-renew, cancellation or material adverse change to Frontier, except that ten (10) day notice for non-payment of premium shall apply. Failure to provide such notice shall impose no obligation or liability of any kind upon insurer or its representative(s). In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, Frontier shall have the option of paying any amount due and Licensee shall forthwith reimburse Frontier the full amount paid by Frontier.
- 22.3 Licensee shall promptly advise Frontier in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Attachments.
- 22.4 Unless provided by Frontier in writing to the contrary, Licensee shall furnish a bond or satisfactory letter of credit, the terms of which shall be subject to Frontier's approval, in the amounts listed below to guarantee the payment of any sums which may become due to Frontier for rentals, inspections or for work performed by Frontier for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds or letters of credit must specify that Frontier be notified thirty (30) calendar days prior to the expiration or cancellation of the policy.

<u>Attachments</u>	<u>Security Amount</u>	<u>Conduit Footage</u>	<u>Security Amount</u>
1-50	\$10,000	1-2,500	\$10,000
51-250	\$37,500	2,501 – 12,500	\$40,000
251-500	\$75,000	12,501 – 25,000	\$80,000
501-2,000	\$300,000	25,001-75,000	\$250,000
2,001-3,000	\$450,000	75,001-150,000	\$475,000
3,001+	\$500,000	150,001+	\$500,000

The maximum-security limit required is \$500,000.

If the financial security is in the form of a bond, irrevocable letter of credit, or other security as deemed acceptable by Frontier, such instrument shall be issued by a surety company or bank satisfactory to Frontier and shall guarantee Licensee's obligations under this agreement. The Licensee is obligated to maintain the security in the full required amount for the terms of the agreement. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

23. **Taxes.** Any state or local excise, sales, or use taxes or other surcharges or fees (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes, surcharges or fees

is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, surcharges, or fees, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as Frontier requires that qualifies the obligated Party for a full or partial exemption. Any such taxes, surcharges or fees shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any such taxes, surcharges or fees that may be subsequently levied on payments by the other Party by the collecting Party.

24. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. Frontier shall not be responsible for the repair of Licensee's Attachments that are damaged (except by mutual written agreement). Nonetheless, for the restoration to be achieved in an orderly fashion, Frontier shall control access to Frontier Poles and Frontier Conduit. Licensee agrees to reimburse Frontier for the cost of all labor, equipment, and/or materials furnished by Frontier in support of any restoral operations from which Licensee benefits.

24.1 Where multiple parties are involved in emergency restorations, access to Frontier's Poles and/or Frontier's Conduits will be controlled by Frontier's Maintenance District Manager or a related on-site representative according to the following guidelines:

24.1.1 Service Disruptions/Outages

- a. In the event of service disruptions and/or outages, Frontier shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- b. Where simultaneous access is not possible, access will be granted by Frontier on a non-discriminatory basis.

24.1.2 Service Affecting Emergencies

- a. In the event of service affecting emergencies not resulting in service disruptions or outages, Frontier shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- b. Where Frontier is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a non-discriminatory basis.
- c. Frontier will not undertake the partial transfer of the Licensee's Attachment on a Frontier Pole and/or in a Frontier Conduit, except in the event of emergency repair situations where Licensee cables or drops are broken. In such cases, Frontier will reserve the right to transfer Licensee's Attachments that are still

attached to Frontier's Pole and/or in Frontier's Conduit, remove the damaged pole and/or conduit, leave the repair/replacement cable work for Licensee, and bill the Licensee the actual costs incurred to perform the Attachment and/or Facility transfer.

- 24.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by Frontier regarding access to Licensee's Attachments, or any action or failure to act by Frontier, under this Article 24 shall not constitute a basis for any claim by Licensee against Frontier for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

25. Damage Suspected to Licensee's Attachments Only.

- 25.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify Frontier of the damage by calling Frontier's VIP Business Response Center at **1-877-486-5667**. This is a 24-hour, 7 days per week notification number. Licensee shall provide Frontier all information known to it regarding the damage to Licensee's Attachments.
- 25.2 In the event Frontier receives notice that Licensee's Attachments are damaged, Frontier will notify Licensee of the damage by telephone at the Licensee's emergency telephone number [REDACTED]. Frontier shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.
- 25.3 After the giving of such notice by either Licensee or Frontier, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.

26. Access to Frontier's Manholes and/or Handholes.

- 26.1 Frontier will allow Licensee to audit Manholes and/or Handholes that are included in any Occupancy Request submitted to Frontier to confirm usability. Licensee shall give Frontier at least thirty (30) calendar days' advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the Manholes and/or Handholes.
- 26.2 For purposes other than to audit usability, Frontier's Manholes and/or Handholes shall be opened only as permitted by Frontier and only after Licensee has obtained all necessary authorizations from appropriate authorities to open Manholes and/or Handholes and conduct work operations therein.
- 26.3 Frontier shall have the right to have a Frontier employee or agent present when its Manholes and/or Handholes are being opened. The Frontier employee or agent shall have the authority to suspend Licensee's activities in and around Frontier's Manholes and/or Handholes if, in the sole discretion of that employee or agent, any hazardous conditions arise, or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse Frontier the cost of having Frontier's employee or agent present. Such charge shall be Frontier's fully loaded labor rates then in effect. The presence of Frontier's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around Frontier's Conduit in a safe and workmanlike manner, in accordance with the terms of this Agreement nor result in any assumption of risk or waiver or remedies by Frontier.

27. Safety and Environmental Matters.

27.1 Licensee shall be solely responsible for assuring the safety of its employees (as well as the public and Frontier's employees). Licensee shall be responsible for its compliance with all requirements of laws relating to the safety of its employees including, but not limited to, all requirements of the Occupational Safety and Health Administration and U.S. Environmental Protection Agency (and their State and local counterparts). In particular, but not by way of limitation, Licensee is responsible as follows:

27.1.1 Licensee acknowledges that most utility poles are treated with one or more chemicals or preservatives and that there are a number of potential hazards associated with working on or around utility poles including, but not limited to, rotted or defective poles, potential exposure to lead-containing products, exposure to electric lines, and falling from high places. Licensee is responsible for inspecting all poles to determine their condition, and the appropriate safety practices and equipment for its employees. Licensee is responsible for assuring that its employees receive any and all protective equipment and clothing necessary to perform the work safely, and that employees receive all appropriate safety, environmental and technical training to safely perform the job. If Licensee has any questions about the conditions at a particular pole, it must contact Frontier.

27.1.2 Licensee acknowledges that there are many potential safety concerns associated with manhole entry, including but not limited to, concerns related to working in confined spaces, air quality, and exposure to lead cable and other lead-containing products, and safe-workplace set-up practices. Licensee is responsible for inspecting all manholes to determine the appropriate safety practices for its employees and implementing the proper safety practices in accordance with regulatory requirements, including but not limited to required personal protective equipment, air monitoring equipment, rescue equipment and procedures, and equipment necessary to purge and ventilate. Licensee is responsible for assuring that its employees receive any and all protective equipment and clothing and that employees receive all appropriate training. If Licensee has any questions about the conditions at a particular manhole, it must contact Frontier.

27.2 Licensee is responsible for complying with all laws designed to protect the environment including, but not limited to, laws relating to any type of discharge to the environment as well as laws relating to Hazardous Materials.

27.2.1 The water and/or sediment contained in manholes may contain a number of Hazardous Materials and/or other regulated substances including, but not limited to lead, sewage, and petroleum products. If Licensee discovers any water or sediment in manholes that prevent it from safely working in the manhole, it shall contact Frontier and request that Frontier, at Licensee's expense, remove (or have removed by a third party) the water, material or sediment from the manhole.

27.2.2 Licensee shall not bring any Hazardous Materials onto any pole, into any manhole, or onto any other piece of Frontier's equipment or property without the prior written consent of Frontier. In its sole discretion Frontier may refuse to grant such consent. Licensee shall assure that Frontier is provided with a copy of a Material Safety Data Sheet (MSDS) for each such Hazardous Material. Licensee shall ensure that all Hazardous Materials contain appropriate labels and warnings.

27.2.3 All materials, including Hazardous Materials, brought, or used on the Equipment must be owned by Licensee. Licensee is responsible for storing, using, and removing all materials from such premises in accordance with all Applicable Laws. Licensee is also responsible for the proper management of all wastes that it generates while at the premises. In the event of a spill or breakage of Hazardous Materials, Licensee is responsible for managing all applicable emergency response efforts required by law or regulation. In addition to notifying the applicable governmental agencies, Licensee shall also immediately call Frontier's VIP Business Response Center at **1-877-486-5667** or such other number as may otherwise be updated.

27.2.4 Licensee shall not, without express written permission of Frontier, perform any operation or use any machinery that requires an environmental permit. Frontier may refuse to consent to such operation or machinery if the permit is not required for Frontier's operations at the premises. Licensee is responsible for preparing its own emergency response plans and performing community reporting as may be required under federal, state, or local laws or regulations.

27.3 Licensee shall report to Frontier any condition that could have an adverse environmental impact or that poses a potential safety hazard to any person even if Licensee did not cause such condition.

28. Abandonment. Nothing in this Agreement shall prevent or be construed to prevent Frontier from abandoning, selling, assigning, or otherwise disposing of any poles and/or conduits or other Frontier property used for Licensee's Attachments; provided, however, that Frontier shall condition any such sale, assignment, or other disposition subject to the rights granted to Licensee pursuant to this Agreement. Frontier shall promptly notify Licensee of any proposed sale, assignment, or other disposition of any poles and/or conduit or other Frontier property used for Licensee's Attachments.

29. Notices. Any written notice to be given to a Party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage, or other charges prepaid, and addressed or directed to the respective Parties as follows:

To Licensee:

Invoices

To Frontier:

Contract Notices: Frontier Communications
Joint Use Department
Mail Code INIFAOJ
8001 W. Jefferson Blvd.
Fort Wayne, Indiana 46804

Attachment Notices: Frontier Communications
NY Structure Access
1441 Colony Road
Meriden, CT 06450
NY.Structure.Access@ftr.com

For a notice of termination under Article 5 or a notice associated with Confidential Information under Section 31.3, also to Frontier:

Frontier Communications
Centralized Joint Use Department
8001 W. Jefferson Blvd.
Fort Wayne, Indiana 46804

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next Business Day if not given during normal business hours.

30. Non-Waiver of Terms and Conditions. No course of dealing, course of performance, or failure to enforce any term, right, condition, or other provision of this Agreement shall constitute or be construed as a waiver of any term, right, or condition or other provision of this Agreement.

31. Confidential Information.

31.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral, or other tangible or intangible forms ("Confidential Information"). For information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a confidential marking within thirty (30) calendar days after oral or visual disclosure.

31.2 Handling. To protect such Confidential Information from improper disclosure, each Party agrees:

31.2.1 That all Confidential Information shall remain the exclusive property of the source Party.

31.2.2 To limit access to such Confidential Information to authorized employees and contractors who have a need to know the Confidential Information to perform this Agreement.

31.2.3 To keep such Confidential Information confidential and to exercise care to prevent disclosure or unauthorized use of the received Confidential Information - the same level of care as it exercises in protecting its own Confidential Information of a similar nature, but in no event may it use less than a reasonable degree of care.

31.2.4 Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential

Information to others without the prior written approval of the source Party.

31.2.5 To return promptly any copies of such Confidential Information to the source Party at its request; and

31.2.6 To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

31.3 **Exceptions.** These obligations shall not apply to any Confidential Information that (i) was legally in the recipient's possession prior to receipt from the source Party, (ii) was received in good faith from a third party not subject to a confidentiality obligation to the source Party, (iii) now is or later becomes publicly known through no breach of confidential obligation by the recipient, (iv) was developed by the recipient without the developing persons having access to any of the Confidential Information, or (v) is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source Party and shall reasonably cooperate if the source Party deems it necessary to seek protection.

31.4 **Survival.** The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

32. **Dispute Resolution.**

32.1 **Alternative to Litigation.** The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach. These dispute resolution procedures shall not operate in any manner to preclude either Party from pursuing relief before any regulatory agency regarding any dispute or controversy within the exclusive jurisdiction of such agency.

32.2 **Negotiations.** To initiate an alternative dispute resolution procedure, a Party shall provide written notice via certified mail to the other Party outlining the claims that form the basis of the dispute, inviting the other Party to provide a response to those claims within thirty (30) calendar days, and requesting that each Party appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The Parties intend that these negotiations be conducted by executive-level business representatives who have sufficient authority to make binding decisions on behalf of the company they represent regarding the subject matter of the dispute. Except as set forth in Sections 32.2 and 32.4, the location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration or lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations,

are not so exempted, and may be discovered (if otherwise discoverable) or be admitted in evidence (if otherwise admissible).

- 32.3 **Arbitration.** If the negotiations do not resolve the dispute within ninety (90) calendar days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that upon mutual agreement, the Parties may select an arbitrator outside those rules. A Party may demand arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this Article. Each Party may submit in writing to the other Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) calendar days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within forty-five (45) calendar days after the close of hearings. The times specified in this Section 32.3 may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 32.4 **Expedited Arbitration Procedures.** If the dispute to be resolved through the negotiations referenced in Section 32.2 directly and materially affects service to an end-user customer of either Party, the negotiation period shall be shortened to seven (7) calendar days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedure rules of the Commercial Arbitration Rules of the American Arbitration Association.
- 32.5 **Costs.** Each Party shall bear its own dispute resolution costs. A Party seeking discovery shall reimburse the responding Party the costs of document production (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 32.6 **Continuous Service.** During the pendency of any dispute resolution procedure, the Parties shall continue providing services to each other and shall continue to perform their obligations in accordance with this Agreement.
33. **Compliance with Laws and Regulations.** Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
34. **Force Majeure.** If performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, or like acts of God, wars, revolution, civil commotion, explosion, acts of a public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by a customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the affected Party, the affected Party, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction, or

interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

35. Assignment and Legal Name Changes.

35.1 Any assignment by Licensee of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of Frontier shall be void, except that Licensee may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification. The assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the Licensee.

35.2 Notification of any Licensee legal name changes or the notification to Frontier of a new Affiliate of the Licensee shall be made in accordance with Article 29.

36. Choice of Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of New York.

37. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all Applicable Laws, rules, or regulations that subsequently may be prescribed by any federal, state, or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

38. Notice of Change in Service Provided

38.1 If Licensee decides to provide Telecommunication, Broadband or Comingled Services in addition to or in lieu of Cable Television Services, Licensee shall so notify Frontier in writing at least sixty (60) calendar days prior to the date the Telecommunication, Broadband or Comingled Services are to be provided.

38.2 Following the notice of a change from providing Cable Television Services to providing Telecommunication, Broadband or Comingled Services, Licensee shall be billed at the telecom provider rates shown in Exhibit A – Attachment Fees starting with the annual bill next rendered.

39. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

40. Severability. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force.

41. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, whether written or oral, and all contemporaneous oral agreements concerning such subject matter. This Agreement (including any Exhibit) can be modified or changed only by a written instrument signed by an authorized representative of both parties.

42. No Third-Party Beneficiaries. Nothing in this Agreement will be construed to give any person, other than the parties, any legal or equitable right, remedy, or claim.

43. **No Offer.** Submission of this Agreement for examination or signature does not constitute an offer by Frontier for the provision of services described herein. The Agreement shall be effective only upon execution by both Parties.
44. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed effective as of the date last written below.

**CITIZENS TELECOMMUNICATIONS
COMPANY OF NEW YORK, INC.**

**FRONTIER COMMUNICATIONS OF
AUSABLE VALLEY, INC.**

**FRONTIER COMMUNICATIONS OF
NEW YORK, INC.**

**FRONTIER COMMUNICATIONS OF
SENECA-GORHAM, INC.**

**FRONTIER COMMUNICATIONS OF
SYLVAN LAKE, INC.**

**FRONTIER TELEPHONE OF
ROCHESTER, INC.**

OGDEN TELEPHONE COMPANY

Witness

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The above-named persons are authorized to execute this Agreement on behalf of each of the named Frontier entities.

Witness

Name of Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT FEES
POLE ATTACHMENT & CONDUIT OCCUPANCY**

**EXHIBIT A
Page 1 of 1**

STATE: **NEW YORK**

1. Annual Pole Attachment Fee (Per Article 13)

Frontier ILEC	Solely Owned Poles	
Citizens Telecommunications of New York, Inc.	\$12.53	per attachment
Frontier Communications of AuSable Valley, Inc.	\$10.56	per attachment
Frontier Communications of New York, Inc.	\$ 8.18	per attachment
Frontier Communications of Seneca-Gorham, Inc.	\$ 3.60	per attachment
Frontier Communications of Sylvan Lake, Inc.	\$ 8.09	per attachment
Frontier Telephone of Rochester, Inc.	\$ 6.48	per attachment
Ogden Telephone Company	\$ 7.44	per attachment

The rates set forth above are for Frontier's sole owned poles. Each Frontier entity also maintains poles that are jointly owned with various electric utilities. For a jointly owned pole, the above rates may be adjusted in accordance with Frontier's contractual arrangement with the applicable electric utility.

2. Annual Conduit Occupancy Fee (Per Article 13) - All Licensees/Providers

Frontier ILEC	Full Duct		Sub-duct	
Citizens Telecommunications of New York, Inc.	\$ 3.18	per foot	\$ 1.06	per foot
Frontier Communications of AuSable Valley, Inc.	\$ 14.74	per foot	\$ 4.91	per foot
Frontier Communications of New York, Inc.	\$ 2.58	per foot	\$ 0.86	per foot
Frontier Communications of Seneca-Gorham, Inc.	n/a	per foot	n/a	per foot
Frontier Communications of Sylvan Lake, Inc.	\$ 1.46	per foot	\$ 0.49	per foot
Frontier Telephone of Rochester, Inc.	\$ 2.34	per foot	\$ 0.78	per foot
Ogden Telephone Company	\$ 0.64	per foot	\$ 0.21	per foot

3. Fee for Occupancy Request Fee (Per Section 6.3) and for Request for Information on Space Availability (Per Section 9.2)

4.

TBD** (Licensee shall contact Frontier for estimate.)**

****This fee is for the estimated Engineering/Inspection costs of processing the Occupancy Request or request for information on space availability.

APPLICATION FOR POLE RENTAL REQUIRED FOR
LOCAL EXCHANGE TELECOMMUNICATIONS FACILITIES

To: Frontier

From: _____

Application No.: _____

Date of Request: _____

License No. : _____
(optional, to be provided by Frontier)

(see instructional information and examples attached to application)

A detailed map demonstrating Licensee's intentions and plans must be provided matching the "Segment Detail Breakdown" listed below. Make Ready Survey & Summary needs to be attached to applications.

Segment Originating Address: (end-point)

Segment Terminating Address: (end-point)

	SEGMENT DETAIL BREAKDOWN BY SECTION				
	FTR Pole #	Electric Pole #	Street Name	Number of attachments	FTR Results
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Total Attachments: 0

Application No.:		Make-ready Survey										EXHIBIT B Page 2 of 5				
Line #	Street Name	FTR Pole #	Electric Pole #	Existing Secondary	Existing Street Light	Existing TV	Existing Telco	Bidding Telco	Bidding Other	Based on	Licensee Attach Height	S or F	Telco Make Ready	CATV Make Ready	Electric Make Ready	COMMENTS
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
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APPLICATION FOR CONDUIT RENTAL

(Licensee to complete and send to Frontier.)

To: Frontier

From: _____

Date of Request: _____
(to be provided by applicant)

License No. : _____
(optional, to be provided by Frontier)

- ☐ A) Furnish facilities described below
- ☐ B) Cancel facilities described below

Application No.: _____
(to be provided by applicant)

(see instructional information and examples attached to application)

A detailed map demonstrating Licensee's intentions and plans must be provided matching the "Segment Detail Breakdown" listed below. Prepayment is required when initial application is submitted and final billing will be based on actual costs plus appropriate administrative costs as outlined in the Master Agreement.

Segment Originating Address: (end-point) _____
 Segment Terminating Address: (end-point) _____

[illegible]

Total estimated length of full segment: **0 (ft)**

Prepayment total = **\$0.00**

Prepayment total shall equal the greater of \$1000.00 or \$1.19 per foot x segment length

PRELIMINARY - WIRING, SURVEY & BLOCKAGES REPORT

(To be filled out by Frontier for all segments, however only if blockages exist. Must be returned by licensee.)

From: Frontier To: _____

License No. : _____ Application No. : _____

Listed below are Frontier's preliminary results for the submitted application, as well as an attached estimate for clearing the blockages

The Licensee is required to return the completed form with a check for the estimated charges directing Frontier on how to proceed.

The application will be canceled if this form is not completed and returned within 30 calendar days.

See results below:

Segment Originating Address: (end-point) _____
Segment Terminating Address: (end-point) _____

FRONTIER'S PRELIMINARY RESULTS				
From MH/Pole/Bldg.	To MH/Pole/Bldg	Street/Location	Results	Actual Length (in ft.) verified by Frontier

Total length of clear section (s) in feet: _____ 0 _____

Licensee is required to respond to Frontier's results and acknowledge intentions for going forward.
Please choose one of the following options and communicate back to Frontier within 30 calendar days.

Licensee chooses not to use any of the requested facilities or Licensee does not respond to Frontier within 30 calendar days. The application is closed and billing will be forthcoming.

Licensee will clear some/all blockages where identified.
Note: a revised application must be submitted along with a revised map and a plan of action.

Licensee will use all facilities and authorizes Frontier to proceed to clear all blockages.

Licensee: _____ Frontier
By: _____ By: _____
(Authorized signature required)
Print Name: _____
Title: _____
Date: _____
Print Name: _____
Title: _____
Date: _____

FINAL - WIRING, SURVEY & BLOCKAGES REPORT

(To be filled out by Frontier upon completing the final wiring. Must be signed and returned by the licensee.)

From: Frontier

To:

License No. :

Listed below are Frontier's final results for the submitted application.

The Licensee is required to return the completed form directing Frontier how to proceed.
The application will be canceled if this form is not completed and returned within 90 calendar days.

Please check one:

- ☐ A) Licensee to proceed with cable placement

If selected, please provide six business days notice prior to start of cable placement and attach Page 1 of Exhibit C.

- ☐
- B) Cancel application, billing will be forthcoming

Segment Originating Address: (end-point) _____
 Segment Terminating Address: (end-point) _____

[illegible]

Total length of full segment in feet: 0

Licensee:

Frontier

By: _____
(Authorized signature required)

By: _____

Print Name: _____
Title: _____
Date: _____

Print Name: _____
 Title: OSP Engineer
 Date: _____

LICENSEE INSTALLATION SCHEDULE

(To be completed by the licensee, prior to installation)

To: Frontier _____ **From:** _____

Prior to cable installation, you must submit this letter back to Frontier with the following information:

Date: _____ **Frontier Project No.:** _____

License No.: _____ **Application No. :** _____

Start Location: _____

Start Date: _____ **Start Time:** _____

Estimated duration of cable pull: _____ hours

This information is required and will enable Frontier to schedule an inspector to oversee your cable installation. Please note, Frontier requires a minimum of six business days notice prior to start of cable installation.

Licensee: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Notification of Hardware Attachment and Request for Post Survey

(Licensee must fill out and forward to the appropriate Frontier engineer after completing hardware and/or cable attachment(s).)

To: Frontier

From: _____

This document is to advise you that pursuant to License / Application No. _____
granted to us on: _____, we have completed the installation and are ready for the
post survey inspection.

Shown in the list below, where applicable are poles that should either be added or deleted from the above listed application.

Frontier Pole #	Street Name	Add / Delete	Reason

The signature below approves the attachment of
the licensee facilities.

Licensee: _____

Frontier

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FRONTIER

NOTICE OF OVERLASHING

FRONTIER _____

NUMBER OF ATTACHMENTS TO FRONTIER POLES OVERLASHED _____
 CENTRAL OFFICE _____

NOTICE

In accordance with the terms of the Pole Attachment and Conduit Occupancy Agreement ("Agreement") between Frontier _____ Inc. ("Frontier") and _____ ("Licensee"), dated , 20_____, governing the terms and conditions of use of Frontier's conduit and/or poles, Licensee hereby gives notice of its intent to overlash Licensee's Attachments on Frontier owned telephone poles, in and near to _____ (general location), more specifically described and delineated on the sketch and diagram attached hereto and made a part hereof ("Sketch and Diagram"). Sketch and Diagram to include data as to pole location, numbers, ground clearance, street names, kind of equipment, type and class of poles, and other information to sufficiently describe existing and proposed equipment location on each pole.

Licensee certifies that it provides _____ (Cable Television Services, Telecommunication Services, Broadband Services, Comingled Services, and/or Wireless Services).

Dated: _____, 20_____

 (Licensee)

By: _____
 (Authorized Signature on behalf of Licensee)

 (Typed or Printed)

Perpetual Inventory of Overlashed Attachments

Balance _____
 Added _____
 New Balance _____