

STANDARD POLE ATTACHMENT AGREEMENT

THIS STANDARD POLE ATTACHMENT AGREEMENT, made as of the ____ day of _____, 202_ between **FirstLight Fiber, Inc.** (“Licensor”), a Delaware corporation having offices at 12 Metro Park Road, Albany, NY 12205 and _____ (“Licensee”), a _____ [corporation/LLC] having offices at _____.

WHEREAS, Licensee, for its own use, desires to attach and maintain communication cables, attachments, appurtenances, equipment and related facilities on Licensor's Distribution Poles (defined below); and,

WHEREAS, Licensee acknowledges that Licensor's Distribution Poles are used, and are to continue to be used, primarily for Licensor's public service obligations and the purposes of the Joint Owners (defined below); and,

WHEREAS, Licensor is willing to license, to the extent it may lawfully do so, the placement of such cables, attachments, appurtenances, equipment and related facilities on Licensor's Distribution Poles.

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

1. DEFINITIONS.

1.1 Anchor means an assembly of a rod secured to a fixed object or plate designed to resist a Guy Strand or Strands.

1.2 Annual Wire-Span Attachment Rate means the annual rate referred to and described in Section 3.1 and Exhibit B of this Agreement.

1.3 Applicable Law(s) means the Telecommunications Act of 1996 (47 U.S.C. Section 224 et. seq.), as the Act may be amended from time to time (the “Act”), any and all related legislation, orders and regulations of the Federal Communications Commission (the “FCC”), applicable federal laws and regulations and the laws and regulations of the State of New York, the orders and regulations of the New York State Public Service Commission (the “PSC”) and all state, county, local and municipal statutes, ordinances, restrictions, code rules and other requirements.

1.4 Appurtenances means any article of equipment attached to a point on a pole not normally occupied by a strand Attachment (i.e. equipment cabinets, terminals, etc.).

1.5 Attacher means any telecommunications carriers, cable operators, competitive local exchange carriers (“CLECs”), municipality or other organization permitted to attach under regulations and the laws of the State of New York.

1.6 Attachment or Attachments means the cables and/or associated equipment, Appurtenances, hardware, antennas, communication devices and related facilities of Licensor, Joint Owners and/or licensee(s) which are in any manner supported by the Poles for the purposes set forth in this Agreement, including, but not limited to, any of the following:

1.6.1 A single Messenger or Wire-Span Facility, utilizing one foot or less of usable Pole space on Poles suitable for communications distribution, as described below. Each Messenger will be

counted as a separate Attachment. Notwithstanding the foregoing, a single or multiple Wire-Span Facility used to carry information which is supported by a Messenger, where both the Wire-Span Facilities and the Messenger are owned by the same Licensee, shall be deemed a single Attachment. The sag of the Licensee's Facilities will be included in determining the Pole space utilized.

1.6.2 Each Wire-Span Facility installed in such a manner as to utilize the Messenger for support other than the owner of said Wire-Span Facility.

1.6.3 Equipment mounted in Non-Usable Space, defined below. Each piece of equipment, which prevents that space from being utilized by Licensor, a Joint Owner or a third party will be counted as a separate Attachment.

1.7 Authorized Licensee is a person or entity which has made application for a license, has executed a license agreement with Licensor and has complied with the provisions of Article 2 hereof.

1.8 Boxing of a pole involves attaching wires on opposite sides of the Pole to meet required distances and clearances between Attachments. The use of Boxing shall be restricted solely to existing Attachments and shall be subject to Licensor's prior written consent.

1.9 Business Days means Monday through Friday except for holidays observed by Licensor.

1.10 Cable Tag means an identifying marker with the Licensee's name and contact information, approved by Licensor, attached to each cable at the pole Attachment location identifying Licensee's Facilities and readable from the ground.

1.11 Construction Standards means Licensor's Standards for the construction and maintenance of communications distribution facilities as maintained and modified by Licensor from time to time in its sole discretion.

1.12 Cost means the full cost and expense for audits, Make-Ready Work, inspections, surveys, estimating, rearrangements, transfers, removals, engineering, reviews, analysis, project management, processing and any and all other fees, costs or expenses paid or incurred by Licensor on account of Licensee's requests or Attachments (authorized or not), or any other work performed by Licensor for, by reason of or on behalf of Licensee.

1.13 Dispute Resolution Procedures means the procedures referred to and described in Section 6.5 of this Agreement.

1.14 Distribution Poles means Poles supporting Licensor Facilities providing communications services.

1.15 Drop Poles or Service Poles are Poles required to support cables and wires to serve an individual premise or building when that structure is a significant distance from the main Distribution Pole.

1.16 Extension Arm means a Licensor approved metal or fiberglass bracket used to support attaching wires away from the face of the Pole to meet required distances and clearances. The use of extension arms shall be restricted solely to existing Attachments.

1.17 Force Majeure means the events referred to and described in Section 7.6 of this Agreement.

1.18 Guy(s) or Guy Strand(s) means a metal cable which is attached to a Utility Pole and Anchor for the purpose of reducing pole stress.

1.19 Joint Owner(s) means any public utility, which shall now or hereafter have the right to use any of the Utility Poles, by virtue of joint ownership or other agreement. The term Joint Owner shall include Licensor but shall not include the Licensee.

1.20 License means any License granted by Licensor pursuant to the terms of this Agreement.

1.21 Licensee's Facilities means the Attachments, including but not limited to, the cables, Appurtenances, and all associated equipment and hardware related thereto, installed for the use of the Licensee.

1.22 Licensor Facilities means the Utility Poles, the Anchors, Guys, cables and/or wires, and other equipment owned or controlled by Licensor

1.23 Make-Ready Work means all work to be performed or arranged which is required to be performed prior to, and because of, Attachment of Licensee's Facilities, including, but not limited to, rearrangement of existing Licensor and/or Joint Owner's Facilities and other Attachments, guying and anchoring, Utility Pole replacements, Pre Construction Surveys and inspections, construction surveys and inspections, and Post Construction Surveys and inspections. Similar work required after initial Attachment to a Utility Pole shall be referred to as "Additional Make-Ready Work."

1.24 Make-Ready Work Costs means the Costs referred to and described in Section 3.2 of this Agreement.

1.25 Messenger Cable or Messenger means any cable owned by any entity extending between Poles which is used as support for Wire-Span Facility carrying information in any form and by any means.

1.26 Non-Usable Space means the space other than space usable by Wire-Span Facilities on a Pole. Pursuant to Licensor's current Construction Standards, there is a rebuttable presumption of 24.5 feet per Pole of Non-Usable Space (of which 18 feet is reserved for ground clearance and six and a half feet is required for setting the Pole), based on a presumption of an average pole height of 38.5 feet.

1.27 Overlashing or Overlash refers to any entity physically tying its wiring facilities to other wiring, or a Messenger already secured to the Pole to accommodate additional strands of fiber or coaxial cable or other Wire-Span Capacity on existing Attachments.

1.28 Party or Parties means Licensor and Licensee named herein.

1.29 Pre-Construction Survey means the survey referred to and described in Section 2.4.1 of this Agreement.

1.30 Post-Construction Survey means the survey referred to and described in Section 2.7 of this Agreement.

1.31 Serious Violation means a Violation that places individuals working on or near a Pole in imminent danger of death or bodily harm.

1.32 Simultaneous shall have the meaning referred to and described in Section 2.3.1 of this Agreement.

1.33 Standards means the National Electrical Code, the National Electric Safety Code, the Occupational

Safety and Health Act, the American National Standards Institute SR-1421 Blue Book – Manual of Construction, and the Construction Standards (a short summary of which is attached hereto as Exhibit F), as the same may be modified, amended and supplemented from time to time, all Applicable Laws, and any rules or orders now in effect or that hereafter may be issued by the PSC or any other governmental authority, including, but not limited to the New York State Department of Transportation, or any entity whose Standards are referenced in this Agreement or the Exhibits attached hereto having jurisdiction.

1.34 Unauthorized Attachment means the Attachments referred to and described in Section 3.5 of this Agreement.

1.35 Usable Space means the total space, including Licensor's space, on a Utility Pole above the minimum ground clearance level that is usable for Attachments.

1.36 Utility Pole(s) or Poles means a Distribution Pole or Poles solely owned or jointly owned by Licensor, and used to support Licensor Facilities, the facilities of a Joint Owner and/or the Attachments of Authorized Licensees.

1.37 Violation means a violation of the Standards or Applicable Laws, including but not limited to safety-related provisions.

1.38 Wire-Span Facilities means the telecommunications, cable television, internet provider, and utility telecommunication cables, wires, fiber optic cables, communication cables of any other composition and/or Attachments owned or controlled by Licensee, or by a third party.

2. PROCEDURES AND ATTACHMENT REQUIREMENTS.

2.1 Application Procedure

2.1.1 Application for Permission to Attach. Prior to Licensee attaching Licensee's Facilities to any Utility Pole or Anchor, Licensee shall make written and electronic application to Licensor and the Joint Owner, if any, of any Poles, which application shall be in the form attached hereto as Exhibit A -1 and Exhibit A-2 and shall include not more than 100 poles per application. The application must be accompanied by a non-refundable application fee (currently \$350 per application and \$10.00/pole) and, if applicable, a Post-Construction Survey fee (currently \$7.50/pole), which is subject to adjustment by Licensor from time to time as provided for in this Agreement. Additionally, Licensee shall submit a strand map detailing the pole locations and sequence of the proposed route for the Attachments in digital format, CAD or GIS. For loading analysis purposes, Licensee shall submit to Licensor the size, type and installation tensions of Messenger or self-supporting cable and the completed bundle effective diameter and weight per foot. Licensee shall attach to each such application the Application Attachment Sheet in the form attached hereto as Exhibit A-2 with the columns A and E, completely filled out for each Pole together with name of the Licensee, the municipality and the sheet number. Licensor shall promptly review each application submitted by Licensee for completeness and notify Licensee of any deficiencies found during such review. Licensor shall process an application for a license within ten (10) Business Days after receipt of a complete application. An application will be considered complete only upon Licensor's receipt of the information detailed in this paragraph, in addition to a completed electronic and written application and the Application Attachment Sheet and associated fees required by Licensor. Licensor will notify Licensee within this time-period if the application is

incomplete and provide the reasons therefore. Licensor shall be permitted to provide the notice in the preceding sentence by email to the address provided on the applicable Pole Attachment License Application.

2.1.2 Delay in Review of Application. To the extent permitted under Applicable Law, if Licensor is unable to review or process an application within the time set forth in Section 2.1.1, because of multiple applications from Licensee, an incomplete application, or other reasons beyond the reasonable control of Licensor, Licensor shall, within such time period, contact Licensee and propose an alternate schedule to Licensee for processing the applications and commencing the Pre-Construction Survey.

Licensee shall respond to Licensor's alternate schedule proposal within three (3) Business Days of receipt of the same by either accepting, rejecting or making a counterproposal.

If Licensee rejects the alternate schedule or makes a counterproposal, and the Parties cannot agree on an alternate schedule within five (5) Business Days from Licensor's receipt of Licensee's response, the dispute will be subject to resolution in accordance with the Dispute Resolution Procedures set forth in Section 6.5 hereof or any dispute resolution process permitted under Applicable Law.

2.2 Attachment Requirements.

2.2.1 Compliance with Applicable Laws. Licensee shall install Licensee's Facilities in accordance with all requirements of Licensor, the Standards, including, but not limited to, all requirements for proper bonding, grounding, clearances, guying and anchoring of Licensee's Facilities. Licensee's facilities shall not physically, electronically or inductively interfere with Licensor's and/or Joint Owner's Facilities. Licensor reserves the right at all times to specify the type and methods of design, construction and maintenance of Licensee's Facilities on Licensor Facilities and Licensee shall comply with such specifications. Where there is an inconsistency as to specifications for Attachments in the Standards, the most stringent specification shall apply.

2.2.2 Non-Compliance with Applicable Laws. If at any time during the term of this Agreement all or any part of Licensee's Facilities are not placed, maintained, relocated or removed in accordance with the Standards or Applicable Laws, Licensee shall correct such Violations or Serious Violations immediately. If Licensee fails to correct said Violations within thirty (30) days after written notice to the Licensee or Serious Violations immediately upon discovery, Licensor may correct said Violations or may correct Serious Violations without notice. However, when such Violations or Serious Violations pose an immediate threat to the safety of Licensor's employees or other persons, interfere with the performance of Licensor's service obligations including its obligations to attach other licensees, or pose an immediate threat to the physical integrity of Licensor's Facilities, Licensor may perform such work and/or take such action which Licensor deems necessary without prior notice to Licensee. The Cost of Licensor's corrective work and/or actions shall be borne by Licensee and shall be paid by Licensee within five (5) Business Days of the receipt of an invoice for such Costs from Licensor.

In the event that deficiencies constituting Violations or Serious Violations in Licensee's Attachments are discovered, or if it is determined by Licensor that any hazardous condition exists, Licensor, in addition to any other rights or remedies Licensor may have, may prohibit Attachment of any other facilities until such deficiency or condition is remedied. In the event that Attachments

to the Pole have been made, Licensor may require correction of any and all such deficiencies before commencement of operation of any Licensee's Facilities attached to such Poles, or require Licensee to cease operations immediately until the deficiencies are corrected.

In any such circumstance, Licensor shall not be liable for any delays or other Costs relating to any such stoppage. Licensee may not resume work unless and until Licensee notifies Licensor, in writing, that the Violation or Serious Violation has been corrected, and Licensor authorizes the Licensee, in writing, that Licensee or its contractor may resume work.

Subject to the Standards, each of the Licensee's Facilities shall be marked with a Cable Tag near each point of Attachment in such a manner as to allow identification of the ownership of Licensee's Facilities from ground level. Licensee's Cable Tag shall be submitted to Licensor for Licensor's review and approval.

2.2.3 Attachment Inspections. Licensee shall provide written notification to Licensor's Outside Plant Department, on a week-to-week basis, of the exact locations where the Licensee's Facilities are being constructed. Licensor may conduct frequent Attachment Inspections of Licensee's construction in progress, at the Licensee's expense, in lieu of, or in addition to, Post Construction Surveys. Licensor shall bill the Costs of such inspections to Licensee upon completion of the inspections. Such inspections shall not be performed unnecessarily.

2.3 Multiple Attachment Applications. The provisions of this Section 2.3 apply in the case of applications received by Licensor from two or more Attachers for Attachment authorizations on the same Pole, prior to commencement of any Make-Ready Work required to accommodate any Licensee.

2.3.1 Simultaneous Applications. Applications received from multiple applicants for the same Pole prior to the commencement of Make-Ready Work construction will be classified as Simultaneous.

2.3.2 Allocation of Make-Ready Work Cost for Simultaneous Applications. The Make Ready Work Cost for Simultaneous applications shall be allocated to the applicants as follows:

- (1) Where Simultaneous applications have been submitted, each applicant will be charged an equal share of Licensor's total Make-Ready Work Cost.
- (2) If only one such applicant agrees to the shared portion of the total Cost, that applicant shall be charged the Cost applicable to accommodate a single Licensee and the other applicant shall not be permitted to attach.

2.4 Make-Ready Work Procedures.

2.4.1 Pre-Construction Surveys. Upon receipt of a completed application for a License and the payment of the application fee and the associated fees required by Licensor, Licensor will make such survey of the Utility Poles, including stub poles, listed in the Application Attachment Sheet (in the form attached hereto as Exhibit A-2) within forty-five (45) days of the application acceptance date.

The form of the Application Attachment Sheet may be revised in Licensor's sole discretion.

Licensor shall notify Licensee of the date and time of the Pre-Construction Survey no less than five (5) days prior to the commencement of the Survey. Licensee shall have the right to be present.

Licensor shall determine, within fourteen (14) days after completion of the Pre-Construction Survey, among other things, whether to accommodate the Attachments of Licensee's Facilities, and whether any rearrangements or changes are necessary in Licensor Facilities. The Pre-Construction Survey shall also determine whether: (i) any Utility Poles require strengthening (guying and anchoring), (ii) any Utility Poles require placement or replacement, and (iii) whether Licensee's Facilities need to be bonded or grounded to Licensor Facilities or those of other Joint Owners, other Licensee's or Attacher's.

At the conclusion of the Pre-Construction Survey, if it is determined by Licensor that any Make-Ready Work is required to accommodate Licensee's Facilities, Licensor shall estimate the Cost of such work and submit that Make-Ready Work estimate to Licensee. Licensee shall, within fourteen (14) days of receiving such estimate from Licensor, pay such estimate amount to Licensor.

Licensor's inspections of Licensee's Facilities may not be relied upon by the Licensee for any purpose other than the fact that Licensor's own requirements were met and shall in no way diminish Licensee's obligations under Sec. 2.2.1, or other relevant provisions of this Agreement.

LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE FACILITIES OF ANY JOINT OWNER OTHER THAN LICENSOR.

2.4.2 Make-Ready Work Performance. Licensor shall use commercially reasonable efforts to perform any Make-Ready Work in a timely manner consistent with the time period and notification requirements of Applicable Law; provided, that, Licensee's application gives Licensor ninety (90) days prior notice of Licensee's desired Attachment schedule; provided, further, that, such Make-Ready Work does not interfere with Licensor's communications delivery service obligations, which in all events, shall take priority over any such Make-Ready Work. If applications for Attachments to large numbers of Poles or Anchors are received from Licensee, alone or in conjunction with other applicants, requiring more Make-Ready Work than can be reasonably handled at that time by Licensor, then Licensor shall endeavor to allocate its available work forces (including contract work), as far as practical, to accommodate the needs of Licensee.

Subject to the foregoing and/or unforeseen situations, Licensor shall complete all Make-Ready Work within forty-five (45) days of receipt by Licensor of payment by Licensee of the Make-Ready Work estimate, or such shorter time-period as may apply under Applicable Law, subject to Licensor's right to deviate from such time-periods in the manner permitted thereunder.

2.4.3 Withdrawal of Application by Licensee. If at any time Licensee decides to withdraw the application, or Licensor exercises a termination right provided for herein, Licensor shall be allowed to recover from Licensee, including the right to setoff, from and against any amounts deposited by Licensee pursuant to the terms of this Agreement any and all Costs incurred by Licensor in connection with the Make-Ready Work to the date of withdrawal or termination and any remaining balance of the amount so deposited by Licensee shall be promptly refunded to Licensee. If the amount of the deposit is insufficient to pay Licensor all Costs incurred by and in connection with the Make-Ready Work, up until the date of withdrawal or termination, any remaining balance due shall be paid within five (5) Business Days by the Licensee to Licensor.

2.4.4 Issuance of License. Upon completion of the Make-Ready Work, Licensor shall: (i) inform

Licensee of such completion within three (3) Business Days after such Make-Ready Work has been completed, and (ii) issue any applicable License to Licensee. Licensee shall not attach to any Poles until all Joint Owners and/or Licensees complete the Make-Ready Work.

2.4.5 Use of Contractors to Complete Survey and Make Ready. To the extent Licensor fails to perform survey and/or make-ready within the time periods for survey and/or make-ready work, Licensee may engage an approved contractor for such survey and/or make-ready work, provided that Licensee shall meet the requirements under Applicable Law with respect to any use of such private contractor.

2.4.6 One Touch Make Ready. Licensor shall permit Licensee to use one-touch make ready in the manner and subject to the conditions and requirements of Applicable Law and any additional forms, procedures or standards with respect thereto provided to ensure compliance by Licensee and its contractors with the terms and conditions of this Agreement and Applicable Law.

2.5 Licensee Notice of Construction.

Licensee shall provide written notice to Licensor, not less than fifteen (15) days prior to performing work on a Pole, of the exact Pole locations where Licensee's Facilities are to be constructed.

2.6 Licensee Notice of Construction Completion.

Licensee shall provide written notice to Licensor's Outside Plant Department of the actual dates of Attachment, including Overlashing, within five (5) days upon completion of construction.

2.7 Post-Construction Survey.

Licensor may, at its discretion, perform a Post-Construction Survey of completed Attachments. Licensor shall notify Licensee of any such Survey no less than five (5) days prior to the commencement of the Survey. Licensee shall notify Licensor at least twenty-four (24) hours prior to the Survey if Licensee intends to participate in such Survey. The purpose of such Post-Construction Survey is to (i) inspect for compliance with prior agreed to Attachment locations, (ii) inspect for compliance with the requirements of this Agreement, in particular, the Standards (iii) determine whether any rearrangements or changes are necessary in the facilities of other Joint Owners or Wire Span Facilities of all other third parties with Attachment rights, and (iv) confirm that a license has been properly applied for and issued for each of Licensee's Attachments.

A fee for the Post-Construction Survey may have been charged by Licensor as part of the application process as provided for in Section 2.1.1 hereof. If the Cost of such Post Construction Survey was not billed with the application fee or Make-Ready Work estimate, Licensor shall invoice Licensee for such Cost at the time Licensor provides Licensee notice of the Post-Construction Survey. Licensee shall pay such invoice within five (5) Business Days of receipt of the same. The Post-Construction Survey fee shall be pro-rated if Licensor performs a Post-Construction Survey for Licensee and another applicant simultaneously. Licensor shall have thirty (30) days after the completion of the Post Construction Survey and the receipt of all data and information requested to complete its review to inform Licensee in writing as to any such Post-Construction Survey work that needs to be performed. All work required to be performed as a result of Violations or Serious Violations shall be performed only by a contractor approved in writing by Licensor. If Violation or Serious Violations are not corrected by Licensee, Licensor, upon acquiring knowledge of the Violation or Serious Violation, may perform the work required at Licensees cost and expense.

2.8 Post-Construction Work. Any post-construction work required as a result of the Post-Construction

Survey shall be completed by Licensee at Licensee's expense within thirty (30) days after notification. Upon correction of any post-construction work identified, Licensee shall resubmit to Licensor an application with an additional Post-Construction Survey fee (in the amount referred to in Section 2.1.1 hereof) so that Licensor may perform a post-survey inspection to ensure that any such Post-Construction Work has been properly completed.

2.9 Violations or Serious Violations. If a Violation, Serious Violation or other failure to properly attach Licensee's Facilities is discovered during an inspection or a survey by Licensor, or review of an inspection by Licensor or at any other time during the term of this Agreement, then the provisions of Sections 2.2.2 and 2.7 hereof shall apply.

2.10 Operation and Maintenance.

2.10.1 Compliance with Applicable Laws and Standards. Licensee agrees, at its sole Cost and expense, at all times to conduct its operations, operate and maintain Licensee's Facilities so that such Facilities are in good repair, safe condition and in accordance with the terms of this Agreement, the Standards and with all Applicable Laws.

2.10.2 Non-Emergency Tree Trimming. No non-emergency tree trimming shall be performed by Licensee in connection with the Licensee's Facilities, unless Licensee shall have submitted a written request for such trimming to Licensor and Licensee shall have received written approval from Licensor for such trimming containing such terms and conditions as Licensor shall deem advisable.

2.10.3 Licensor Right to Maintain. Licensor reserves to itself, the right to utilize and maintain the Poles and to operate its Facilities thereon in such manner as will best enable Licensor in its sole unfettered discretion to fulfill its public service requirements.

2.10.4 Sharing of Costs for Pole Relocations. Each Party shall bear its own Costs to comply with Municipal or State initiated and mandated Pole relocations or facility relocations. Municipal or State mandated Pole or facility relocation Costs required as a result of a Licensee initiated project(s), shall be paid for by that Licensee.

2.10.5 Relocation or Rearrangement of Licensee Attachments. Licensee shall participate in the facility and equipment transfer notification system utilized by Pole Owners and other Attachers, or as required by a regulator of competent jurisdiction. Upon notification, Licensee shall relocate or rearrange its Attachments to accommodate use of the pole by Licensor or other Attachers. Licensee shall promptly update its actions within the facility and equipment transfer notification system.

2.10.6 No Representation or Warranties. LICENSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE PRESENT OR FUTURE STRENGTH, CONDITION, OR STATE OF REPAIR OF ANY POLES, GUYS, ANCHORS, WIRES, OR APPARATUS. LICENSEE SHALL BY TEST OR OBSERVATION DETERMINE WHETHER THE POLES ARE SAFE TO CLIMB AND WHETHER THEY ARE ADEQUATE TO SUPPORT LICENSEE'S ATTACHMENTS. IF THROUGH SUCH TEST OR OBSERVATION, LICENSEE DETERMINES THAT THE INTEGRITY OR SAFETY OF ANY POLE OR OTHER LICENSOR FACILITY IS IN QUESTION OR A POLE OR OTHER LICENSOR FACILITY IS MARKED BY LICENSOR AS UNSAFE, LICENSEE SHALL CONFIRM SAID CONDITION

WITH LICENSOR IN WRITING AND VERBALLY. THEREAFTER, UNLESS INFORMED IN WRITING BY LICENSOR THAT SAID POLE IS SAFE TO CLIMB AND SUITABLE TO BEAR LICENSEE'S FACILITIES, LICENSEE SHALL REFRAIN FROM: (I) ASCENDING THAT POLE, (II) MAKING ANY ATTACHMENT TO THAT POLE, (III) OVERLASHING TO A MESSENGER ATTACHED TO THAT POLE OR (IV) ATTACHING ANY EQUIPMENT TO ANY CABLE ATTACHED TO THAT POLE. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL ASSUME ALL RISK OF LOSS TO ANY PERSON(S) WHO MAY BE INJURED OR ANY PROPERTY THAT MAY BE DAMAGED AS A RESULT OF ANY SUCH ACTION AND SHALL INDEMNIFY AND DEFEND AND HOLD LICENSOR AND ITS JOINT OWNERS FREE AND HARMLESS FROM ANY SUCH DAMAGES, LOSSES AND/OR LIABILITIES ASSOCIATED THEREWITH OR ARISING THEREBY EXCEPT FOR SUCH LOSSES AS MAY BE CAUSED BY LICENSOR'S SOLE NEGLIGENCE.

2.10.7 Additional Attachments/Overlashing. Subject to application to Licensor pursuant to Section 2.1 hereof and otherwise permitted under Applicable Law, the performance by Licensee of any additional Make-Ready Work required by Licensor and the issuance of a License to attach to existing Poles or Anchors, additional Attachments and/or Overlashing by Licensee will be permitted in accordance with, and subject to Section 3.4 below and the requirements set forth in Exhibit C attached hereto, provided, that: (i) it is done in accordance with generally accepted engineering practices, the Standards, and the other requirements of this Agreement, and (ii) in Licensor's sole judgment, there is sufficient strength in the Pole or Anchor to allow any such additional Attachments or Overlashing. Licensee is not permitted to allow a legal entity other than Licensee (including, but not limited to, affiliates of Licensee) to Overlash on Licensee's Facilities. To the extent Applicable Law permits an attacher to overlash to its existing facilities without prior approval of Licensor, Licensee shall provide written notice of the overlash within ten (10) calendar days of making the overlash, following which the Licensor shall have the right to inspect the overlash and determine compliance with this Section 2.10.7.

3. RATES, CHARGES AND PERFORMANCE SECURITY.

LICENSEE IS RESPONSIBLE FOR PAYMENT OF ALL RATES, RENTS, FEES, CHARGES AND COSTS AND SATISFACTORY EVIDENCE OF FINANCIAL SECURITY AS SPECIFIED IN THIS AGREEMENT OR IN LICENSOR'S TARIFF. THE AMOUNT OF THE REQUIRED APPLICATION FEE AND THE AMOUNT OF THE POST-CONSTRUCTION SURVEY FEE, IF REQUIRED, ARE SET FORTH IN SECTION 2.1.1 HEREOF.

3.1 Attachment Rates and Billing. The Annual Wire-Span Attachment Rate for the initial year shall be prorated for the percentage of the year commencing with the License issuance date until July 1 of the following year. Thereafter, Licensor shall render to Licensee the billing for Attachments annually as of July 1. The annual rate to be charged for the Attachment of Wire-Span Facilities is more particularly described in Exhibit B attached hereto, which rate shall be referred to hereinafter as the "Annual Wire-Span Attachment Rate".

3.2 Make-Ready Work Estimates, Costs and Billing. As provided for in Section 2.4.1, Licensor shall submit an estimate of Make-Ready Work Costs to Licensee within fourteen (14) days after completion of the Pre-Construction Survey. Licensee shall pay to Licensor the Make-Ready Work Cost estimate within fourteen (14) days of receipt of the Make Ready Work estimate. Upon written request of the Licensee, Licensor shall provide Licensee with a schedule of fees related to any such Make-Ready Work. If Licensee disputes the Make-Ready Work Cost estimate, Licensee shall provide Licensor with written notification

of any disputed items in the estimate. In connection therewith, Licensee shall also provide an engineering analysis which supports Licensee's position that any such Make-Ready Work being required by Licensor is not necessary to assure compliance with the requirements of Section 2.2.1 hereof. In the event Licensee does so question or dispute any Make-Ready Work estimate, or any portion thereof, the Parties shall meet as soon as practicable to make a good faith effort to resolve such questions or disputes before pursuing the Dispute Resolution Procedures set forth in Section 6.5 hereof.

Licensor shall not be obligated to commence or continue any Make-Ready Work, until it has received payment of the Make-Ready Work estimate from the Licensee, and any additional amounts due as a result of the use of a contractor or change in scope of work as provided herein. In the event Licensee disputes the Make-Ready Work estimate or additional amounts due, or any part thereof, Licensor shall not be required to commence or continue any work unless and until Licensee pays the full amount that is not in dispute plus fifty percent (50%) of the disputed amount.

Make-Ready Work estimates shall be binding for the scope of work described in such estimate for sixty (60) days from the date such estimate is received by Licensee. Any change to the scope of work may result in a change in the Make-Ready Work estimate, which change shall be submitted to Licensee for payment prior to Licensor commencing work covered by such change.

If Licensor does not receive payment for the Make-Ready Work estimate, as revised or determined in connection with the resolution of any dispute, within sixty (60) days of submission of the estimate to Licensee, Licensor shall deem Licensee's application as having been withdrawn.

Licensor shall notify Licensee within three (3) Business Days of the completion of the Make-Ready Work.

3.3 Licensor's Right to Revise Charges. Unless otherwise prescribed by the PSC, Licensor may, once each year, change its Make-Ready Work Costs and other charges hereunder upon thirty (30) days prior written notice to Licensee.

3.4 Overlashing. Where Licensee Overlashes its own existing Facilities with additional Facilities of Licensee, no additional fees shall be charged as the annual fees for such Overlashed Attachments by the Licensee onto the attached Licensee's Facilities are included in the Annual Wire-Span Attachment Rate set forth in Exhibit B attached hereto. Licensees are subject to the requirements set forth in Section 2.10.7 hereof and set forth in Exhibit C attached hereto.

3.5 Audits and Unauthorized Attachments or Overlashings. Licensor may conduct audits of Licensee's Facilities on Licensor's Poles. The timing of and the Attachments and Poles selected for audits shall be at the sole discretion of Licensor. If any equipment and/or facilities of Licensee shall be found attached to a Pole and/or Anchor for which a License has not been granted by Licensor, Licensor, without prejudice to any other rights or remedies it may have under this Agreement, at law or in equity, including termination of this Agreement, may impose a charge and require the Licensee to submit, within ten (10) days, an application along with the associated fees as provided in this Agreement for the Unauthorized Attachment. If such application is not received by Licensor within the specified time period, Licensee shall be required to remove its Unauthorized Attachment within ten (10) days after the final date for submitting the required application, or Licensor may remove the Licensee's Facilities without liability, and the Cost of such removal and disposal, or return to Licensee, if requested by Licensee, shall be borne by Licensee.

If, as a result of an audit or other inspection conducted by Licensor, Licensor determines that Licensee has made unauthorized Attachments to Licensor Facilities, in addition to such other remedies available

to Licensor at law, in equity, or pursuant to this Agreement, Licensee shall pay Licensor, upon receiving a bill from Licensor an amount equal to three (3) times the current Annual Wire-Span Attachment Rate times the number of Unauthorized Attachments times the number of years, back to the date of the last audit. Other charges and fees applicable to Attachments will also be billed to and paid by Licensee for Unauthorized Attachments, as may be appropriate.

If Unauthorized Attachments are found on a Pole and such Unauthorized Attachment causes or creates a Violation or Serious Violation, including but not limited to, excessive Pole loading, or the Pole to be inadequately guyed or anchored, Licensor may perform any required Make-Ready Work to meet the Standards without notice to Licensee, and the Cost thereof shall be borne by the Licensee. In the alternative, Licensor shall have the right to require Licensee, at Licensee's sole Cost and expense, to perform any work required to correct any such Violation or Serious Violation.

No act or failure to act by Licensor with regard to any said Unauthorized Attachment shall be deemed as the authorization of the Unauthorized Attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said Unauthorized Attachment from its inception.

3.6 Payments by Licensee. Unless otherwise specifically provided in this Agreement, Licensee shall pay all invoices within thirty (30) days from the date of the invoice. In the event Licensee fails to pay an amount due within the period of time set forth for payment, interest shall accrue on the unpaid balance at the rate of one and one-half percent (1.5%) per month (or such lesser rate as may be required by law) for each month starting from the expiration of such period until payment is received.

4. GOVERNMENTAL AUTHORITY AND EASEMENTS.

4.1 Governmental Authority. Before making any Attachments to Licensor Facilities, Licensee shall obtain and deliver to Licensor all required permits, approvals, permissions or consents from federal, state and municipal authorities, if any, and shall comply with the terms of such permits, permissions or consents, the Standards and all Applicable Laws. The granting by Licensor of a License hereunder to Licensee shall not be deemed as any assurance or guaranty by Licensor that Licensee is complying with any such required permits, approvals, permissions or consents or with the Standards or with Applicable Laws. Any such compliance is Licensee's sole obligation and responsibility.

4.2 Easements. Where Licensor has an easement over a public or private right of-way sufficiently broad under Applicable Law to permit telecommunications or other communications Attachments, Licensee shall not be required to obtain independent permission of the property owner to attach. Licensor shall not be required to obtain permission for Licensee to use the right-of-way where the existing easement is not broad enough to allow such usage. Where Licensor seeks to obtain any necessary permission from a property owner for Attachment of Licensee's Facilities, the fully allocable Cost of such effort shall be paid by Licensee. Licensee shall exercise due care when upon the owner's property and take reasonable steps to inform such property owner prior to making any Attachments to or performing tree trimming around Licensor Facilities. No assurance or guarantee is given by Licensor regarding the securing of permission from any such property owner respecting the use of any easement.

5. INDEMNIFICATION, INSURANCE, LIABILITY.

5.1 Indemnification. To the fullest extent permitted by law, Licensee agrees to and hereby does indemnify,

defend (at the option of Licensor) and hold harmless Licensor, its directors, officers, employees, agents, servants and affiliates and any Joint Owner from and against any and all liabilities, losses, damages, suits, charges, fines, penalties, Costs, expenses, (including reasonable attorneys' fees), demands and causes of action of every kind or character arising or alleged to have arisen from any claims, (just or unjust) for damages for personal injury, including death to any employee or other person, for damage or injury to property and from any and all other resulting damages, losses, expenses, charges, fines, penalties, Costs and fees arising out of or, in any manner, connected with and/or occurring incident to, or in the performance of this License Agreement and/or the use, Attachment, maintenance and/or operation of Licensee's Facilities on, to, upon, and/or connected to Licensor's Facilities and/or Poles and/or any acts or omissions of Licensee or of any of Licensee's directors, officers, employees (general or special), servants or anyone directly or indirectly retained, employed or engaged by Licensee including the acts or omissions of Licensee's contractors, material men and/or suppliers in supplying, installing, using, operating, handling, placing, connecting, working on, maintaining, repairing, replacing, removing, attaching, and/or connecting Licensee's Facilities to, on, or upon Licensor's Facilities and Poles, whether permitted pursuant to this Agreement and/or an Unauthorized Attachment; and/or by reason of any Violation of the Standards, Applicable Laws, any statutory duty, regulation (including the Federal Occupational Safety Health Act (OSHA) and the applicable State Labor Law or its regulations), ordinances, rules, or obligation by Licensee or its contractors, employees, agents, servants and/or suppliers and/or by reason of any representation or warranty made by Licensee and/or Licensee's default in or failure to comply with the terms, provisions, covenants and conditions of this Agreement.

Licensee's obligation to hold harmless, indemnify and defend covers all Costs, claims, expenses and liabilities including, but not limited to, (a) Costs, claims and liabilities incurred by Licensor by reason of its loss of any easement and/or right-of-way and/or any portion or part thereof and from its loss of consents of property owners and/or municipalities, (b) Costs, claims and liabilities based on principles of strict liability or products liability, and (c) Costs, claims and liabilities for property damage (including property damage sustained by Licensor and/or any Joint Owner), personal injury or death.

Licensee shall nevertheless indemnify, defend and hold harmless Licensor for claims for personal injury, wrongful death and/or property damage caused by or resulting from the negligence of a person, entity or party other than Licensor whether or not Licensee is partially negligent.

In the event that Licensor is determined to be partially negligent in any verdict, award or judgment, then, in addition to the foregoing, Licensee's obligation to indemnify Licensor for any amount, payment, judgment, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Licensee, its contractors, material men, suppliers and/or anyone directly or indirectly engaged, employed or retained by it and/or anyone else for whose acts the Licensee is liable. The indemnification obligations under this Section shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of Licensor as described in this Agreement.

The indemnity obligation under this Section shall not be construed to negate, abridge or reduce any other right or obligation of indemnity that would otherwise exist as to Licensor at law.

The indemnification and defense obligations of Licensee provided for herein shall, in all events, continue in effect and survive the completion and/or termination of this Agreement for any reason.

5.2 Limitation on Damages to Licensee. Licensor shall not be liable to Licensee for incidental, consequential, exemplary, punitive or special damages. Licensor shall not be liable to Licensee for any loss by Licensee of revenue, or for any liability of Licensee to the Licensee's subscribers or customers for

loss of service or otherwise, or for any related damages, liabilities, losses, Costs, suits, claims, demands, penalties, expenses or fees of any kind or description.

5.3 Insurance Amounts. In furtherance of the indemnification obligation set forth in Section 5.1 hereof, Licensee shall carry or cause to be carried, at all times during the term of this Agreement, insurance in type and amount satisfactory to Licensors, applying to all work and activity undertaken by Licensee, its agents, employees, servants, and contractors to protect Licensors from and against any and all liabilities, losses, damages, Costs, suits, judgments, claims, demands, and expenses of every kind and description to which Licensors may be subjected. Such insurance to be carried by Licensee shall include, but is not limited to the following:

5.3.1 Workers' Compensation and Employer's Liability Insurance. Statutory coverage for the State of Maine with Employer's Liability limits of: \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease (Each Employee) and \$1,000,000 Bodily Injury by Disease (Policy Limit). If leased employees are used, the Licensee's insurance policy must include an Alternate Employer' Endorsement and Licensors must be included on that endorsement. Longshoremen's and Harbor Workers Act coverage is required for any work on or near navigable waters.

5.3.2 Comprehensive General Liability Insurance. Liability coverage for Bodily Injury, Property Damage, Contractual Liability and Personal Injury with minimum limits of \$3,000,000 per occurrence. The Licensee's coverage shall not contain professional services exclusion. Policies must include coverage for premises operations, blasting and explosions, collapse and underground hazards, contractual, contractual indemnity endorsement, independent contractors and products/completed operations coverage.

5.3.3 Business Automobile Liability Insurance. Liability coverage for Bodily Injury, Property Damage and Contractual Liability arising from the ownership, operation, maintenance or use of a motor vehicle, including owned, hired and non-owned automobiles with minimum limits of \$2,000,000. All Licensees transporting hazardous waste are required to provide a copy of their MCS-90 endorsement.

5.3.4 Licensors as Additional Insured. Coverage afforded to Licensors under the Licensee's insurance is to be primary, non-contributory and not in excess to any other insurance or self-insurance that may be available to Licensors. This shall be described on the Certificate of Insurance. Licensors and all joint owners are to be included by endorsement as an Additional Insured under the Licensee's Commercial General Liability and Business Automobile Liability Insurance if allowed. The Additional Insured Endorsement must be attached to the Certificate of Insurance. The Licensees insurance policies must include a Waiver of Subrogation Endorsement and Licensors must be included on that endorsement. Coverage is to be written on an "Occurrence" form, if coverage is written on a "Claims-Made" form or "Claims First Made" form, coverage must be maintained for a period of not less than twenty-four (24) months after the completion of the Project. All subcontractors used by the Licensee shall maintain the same types and amounts of insurance and be subject to the same requirements as the Licensee.

5.4 Insurance Notifications. All insurance required hereunder: (i) shall remain in force during the term of this Agreement, (ii) the insurance companies issuing such insurance shall be rated greater than or equal to A- under the A.M. Best rating system, and (iii) such insurance shall be subject to approval of Licensors. Prior to the Attachment of Licensee's Facilities, Licensee shall submit to Licensors certificates by each

company insuring Licensee indicating that the insurance provided for in Section 5.3 hereof is in full force and effect and providing that Licensor shall receive at least thirty (30) days prior written notice from the insurance carrier of the cancellation of such insurance or of any modification of such insurance that may affect Licensor's interests.

5.5 Joint Owners. In the event that any Joint Owner other than Licensor may be required to consent to this Agreement for any reason, the insurance and indemnification previously contained herein shall also cover and run to said Joint Owner with the same force and effect as if said Joint Owner was a signatory to this Agreement and any said Joint Owner shall be specifically named as an additional insured in said certificates insuring Licensee.

5.6 Responsibilities for Damage/Damage Report. Licensee shall exercise special precautions to avoid damage to Licensor Facilities, Joint Owner facilities, and facilities of other third parties, on Utility Poles, and Licensee hereby assumes full responsibility for any and all loss caused by such damage. Licensee shall make an immediate written and verbal report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor, Joint Owners, and other third parties, for the expense incurred in making repairs.

6. TERM, DEFAULTS AND DISPUTE RESOLUTION PROCEDURE.

6.1 Term of Agreement. The initial term of this Agreement shall be for five (5) years commencing on the date stated in the first paragraph of this Agreement. Thereafter, the term of this Agreement shall be automatically renewed annually unless notice of termination is given by either Licensor or Licensee not fewer than one hundred twenty (120) days prior to the end of the then expiring term. This Agreement may be terminated by Licensee by written notice of termination not fewer than thirty (30) days prior to the effective date of such termination. Any termination by Licensee shall not become effective until the Licensee has discontinued all existing licenses and has removed any and all facilities.

6.2 Defaults. The occurrence of one or more of the following events shall constitute a default and breach of this Agreement by Licensee:

- (a) The failure to pay any charges or other amounts due pursuant to this Agreement as and when payable and such failure continues for ten (10) days after Licensor provides notice to Licensee of such failure and demand to cure; or
- (b) The failure to promptly and fully perform any other covenant, condition, provision, or agreement contained herein and such failure continues for thirty (30) days after Licensor provides notice to Licensee of such failure and demand to cure; provided, however, if the failure to perform is such that it cannot reasonably be cured within thirty (30) days, Licensee shall not be in default hereunder if Licensee commences performance of a cure reasonably satisfactory to Licensor within said thirty (30) day period and diligently continues such curing to completion.

Notwithstanding the foregoing, if Licensee has failed to make a payment to Licensor and such failure relates to an amount which has been disputed in good faith by Licensee pursuant to the provisions of Section 3.2 and other relevant provisions of this Agreement, and provided that Licensee has paid to Licensor at least fifty percent (50%) of such disputed amount, then such non-payment shall not be deemed a default or breach for purposes of this Section 6.2.

If Licensee fails to cure such default or breach to Licensor's reasonable satisfaction within the time periods

set forth above, then, Licensor may, at its option, terminate this Agreement in its entirety, cancel any or all of Licensee's Licenses, or require Licensee to remove Licensee's Facilities from Licensor Facilities involved in the default or non-compliance and recover such damages, losses, Costs, expenses (including reasonable attorneys' fees) fees, fines and/or penalties incurred by Licensor by reason of such breach. Termination of this Agreement shall not release or affect in any way any liability or any obligation of Licensee pursuant to the terms of this Agreement and such liability shall survive the termination of this Agreement. If Licensee shall fail to remove Licensee's Facilities within thirty (30) days after termination of this Agreement, or cancellation of any Licenses, Licensor may remove Licensee's Facilities, at Licensee's expense and without incurring any liability for damage to or destruction of Licensee's Facilities.

The Parties further agree that the damages to be occasioned, if any, to Licensor due to a default in the terms and provisions of this Agreement may not be susceptible to computation and/or ascertainment and accordingly, should Licensee default, breach or fail to comply with the terms and provisions of this Agreement, then in that event, in addition to such other remedies available at law or pursuant to this Agreement, Licensor shall be entitled to seek and obtain from a Court of competent jurisdiction an injunction directing and enjoining Licensee to comply with the terms and provisions of this Agreement.

6.3 Waivers. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

6.4 Licensee Removals. Licensee may at any time remove Licensee's Facilities from any Utility Pole, but shall immediately give written notice to Licensor in the form of Exhibit D-1 and D-2 attached hereto. No credit or refund of any rate or charge shall be allowed to Licensee on account of any such removal.

6.5 Dispute Resolution Procedure. At any time before a dispute or disagreement hereunder becomes a default pursuant to the terms and provisions of Section 6.2 hereof, the parties agree to attempt to resolve any such dispute or disagreement as follows:

- (a) The parties shall discuss such matter in good faith for a period of five (5) days in an effort to resolve the matter by mutual agreement;
- (b) If the matter is not resolved within such five (5) day period, the matter shall be submitted to a management level executive of each party and those management level executives shall discuss the matter in good faith for a period of up to ten (10) days in an effort to resolve the matter by mutual agreement;
- (c) If the matter is not resolved within such ten (10) day period, either party shall have the right to submit the matter to the New York Public Service Commission for non-binding mediation;
- (d) If the non-binding mediation does not resolve the matter, either party shall have the right to petition the New York Public Service Commission to decide the dispute for the parties;
- (e) If the New York Public Service Commission fails or refuses to accept the case or decide the dispute, either party may institute litigation against the other party in accordance with the provisions of Section 7.1 hereof.

In connection with the foregoing dispute resolution procedure, each party shall be responsible for its own Costs and expenses, provided, however, if Licensor prevails in such dispute Licensee shall promptly reimburse Licensor for any and all Costs and expenses (including but not limited to attorney's fees and

disbursements) incurred by Licensor in such dispute resolution process.

Nothing herein shall limit either Party's right to seek to resolve a dispute under this Agreement pursuant to Applicable Law.

7. GENERAL PROVISIONS.

7.1 Applicable Law. This Agreement and the construction and enforceability thereof shall be governed by, and interpreted according to, the laws of the State of New York without regard to its choice of law provisions. Any litigation commenced under or pursuant to this Agreement shall be within the exclusive jurisdiction of the state and federal courts located in Albany County, New York and the parties hereby consent, submit to, and waive any right in such litigation to object to personal jurisdiction and venue in such courts.

7.2 Assignment. Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which shall be in the form of an assignment agreement satisfactory to the Licensor. Licensor shall not unreasonably withhold, condition, or delay such consent.

7.2.1 In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Licensee may, however, assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to the assignee's being capable of assuming all of the obligations of Licensee hereunder. Any such assignment shall impose no obligations upon or be effective against Licensor, and Licensor shall have no liability to any assignee of such assignment, until Licensor has received prior written notice of any such assignment.

7.2.2 Licensee may also assign this Agreement, without Licensor's consent and without prior notice to Licensor, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensee Facilities on the Right of Way; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee hereunder and further provided that such assignment shall not be effective against Licensor unless and until written notice of such assignment and exercise of rights is provided to Licensor. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent.

7.2.3 Within thirty (30) days of the assignment, Licensor and assignee shall execute an assignment agreement.

7.4 No Licensee Rights in Licensor Facilities. This Agreement shall not create or vest in Licensee any ownership or property rights in Licensor Facilities, but Licensee's rights herein shall be and remain those of a mere Licensee. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any Licensor Facilities not needed for its own service requirements.

7.5 Other Agreements. Licensee recognizes that Licensor has heretofore entered into, or may in the future

enter into, agreements or arrangements with others, not parties to this Agreement regarding Licensor Facilities covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction, or prohibition against Licensor with respect to such other agreements and arrangements.

7.6 Force Majeure. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement to the extent that such failure or delay is caused by Acts of God, acts of civil or military authority, government regulations, embargoes, accidents, floods, strikes, power blackouts, volcanic action, or other environmental disturbances, unusually severe weather conditions, or acts or omissions of transportation or common carriers or causes beyond the control of the Party ("Force Majeure"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter. Notwithstanding anything herein to the contrary, under no circumstances shall Licensee be able to avoid or delay any payment or financial obligations hereunder by claiming that a Force Majeure condition exists. The provisions of this Section 7.6 shall not apply to any such payment or financial obligations of Licensee.

7.7 No Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

7.8 Severability. If any provision of this Agreement is unenforceable under any Applicable Law or is held to be invalid, such unenforceability or invalidity shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceability or invalid provision had never been contained herein.

7.9 Notices. Except as otherwise indicated herein, all notices required or permitted to be given by either Party to the other shall be in writing and shall be sent by fax and also sent by regular mail, or by overnight delivery service, hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Licensor:

FirstLight Fiber, Inc.
12 Metro Park Road
Albany, New York 12205
Telephone: (800) 520-9911
Attention: Chief Operations Officer

with a copy in each instance being sent to:

FirstLight Fiber, Inc.
12 Metro Park Road
Albany, New York 12205
Attention: Chief Legal Officer

If to Licensee:
Notices:

with a copy in each instance being sent to:

or to such other addresses or persons as the Parties may hereinafter designate by a notice to the other pursuant to this Section 7.9. Notices shall be deemed delivered or given and become effective five (5) days after mailing, if mailed as aforesaid, or upon actual receipt if otherwise transmitted or delivered.

7.10 Entire Agreement. This Agreement supersedes all prior agreements between the Parties, their predecessors in interest and such predecessors' assignees, for maintenance and placement of aerial cables, equipment, and facilities by the Licensee on Licensor's Facilities. This Agreement may not be modified or amended, except in writing signed by the duly authorized representatives of the Parties.

7.11 Captions. The captions contained in this Agreement are intended for convenience only and shall in no way be deemed to define, limit, or describe the scope or intent of this Agreement, or any provision thereof, nor in any way affect this Agreement.

7.12 Counterpart Originals. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the day and year first above written.

FIRSTLIGHT FIBER, INC.

LICENSEE

By

By

Name

Name

Title

Title

Date

Date

EXHIBITS

EXHIBIT A-1 Standard Pole Attachment License Application

EXHIBIT A-2 Application Attachment Sheet

EXHIBIT B Annual Wire-Span Attachment Rate

EXHIBIT C Overlashing Requirements

EXHIBIT D-1 Standard Notification of Removal of Pole and/or Anchor Attachment by Licensee

EXHIBIT D-2 Notification of Attachment Removal Sheet

EXHIBIT E Assignment Procedures

EXHIBIT F Licensor Construction Standards

STANDARD POLE ATTACHMENT LICENSE APPLICATION
EXHIBIT A-1

TO: FirstLight Fiber, Inc. ("Licensor")

In accordance with the terms and conditions of the Standard Pole Attachment Agreement ("Agreement") between Licensor and Licensee, dated as of [_____] application is hereby made for a license to make attachment to the Distribution Poles which are indicated on the attached "Application Attachment Sheet, Exhibit A-2." Each Application is limited to a maximum of 125 Poles with complete descriptions of all facilities, including quantities, sizes, and types of cable and equipment to be installed. The Application(s) have been prioritized to reflect the order in which the Applications should be worked.

The enclosed payment for the Pre-Construction Survey Fee of \$ _____ reflects Licensor's unit price of \$350 per application and \$10.00 per pole, and the amount of \$ _____ for the post-construction survey fee reflects the Licensor's unit price of \$ 7.50 for each pole listed on the Application.

In accordance with the Agreement, each Pole will be subject to an Annual Wire Span Attachment Rate to be prorated by Licensor at time of licensing. Fees and rates are subject to change as provided or in the Agreement.

LICENSEE AGREES TO NOT ATTACH TO LICENSOR'S JOINT OR SOLE OWNED POLES UNTIL MAKE-READY WORK IS COMPLETED BY ALL PARTIES AND LICENSEE IS NOTIFIED BY LICENSOR IN WRITING THAT IT MAY SO ATTACH.

(Name of Licensee)_____

By:_____

Title:_____

Date:_____

Application shall be submitted electronically, in addition to one (1) hardcopy (in MS Excel format).

EXHIBIT A-2 APPLICATION ATTACHMENT SHEETCheck Applicable
ItemNew Attachment (s)
Additional Attachment(s)

Licensee: _____ Municipality: _____ Date: _____

Date Walked _____ : Page _____ of _____

Item	Pole Number (A)	Owner			Street Name/ Location(incl. nearest intersection) (E)	Make Ready Required (F)	CATV Attachment Location (G)	Side of Pole	Guy Rqd
		Jt (B)	Tel (C)	El (D)					
1									
2									
3									
4									
5									

6									
7									
8									
9									
10									

ELCO _____ Representative_____

Applicant Rep. Name _____ Rep. Name _____

EXHIBIT B ANNUAL WIRE-SPAN ATTACHMENT RATE

1. The Annual Wire-Span Attachment Rate shall be calculated in accordance with Applicable Laws.

2. For a Licensee which is a cable system operator or telecommunication carrier who has a franchise to operate within Licensor's service territory and who has an executed contract with Licensor which permits attachment to utility poles owned solely or jointly by Licensor, the annual attachment rate is as follows:

Pole Attachment

Cable System Operator TBD

Telecommunication Carrier TBD

EXHIBIT C

OVERLASHING REQUIREMENTS

1. Overlashing of a Licensee's Wire-Span Facility by a third party is not permitted. Licensee is responsible for all Costs associated with the Overlashing of its Messenger and Wire-Span Facilities including, but not limited to, additional Make-Ready Work. Leasing by third parties of dark fiber within a fiber optic cable (that is part of Licensee's Facilities) is not Overlashing for purposes of this Exhibit C.
2. Licensee shall give prior written notice to Licensor of any intent to overlash by itself as soon as the work dates are known.
3. A Pre-Construction Survey and Pole loading analysis acceptable to Licensor, and any other analysis required by the Standards, shall be conducted by the Licensee. The survey data and results of such Pole loading analysis shall be provided to Licensor prior to any Overlashing, and shall demonstrate to Licensor's reasonable satisfaction that such Overlashing will meet the Standards and not excessively burden the Poles and Anchors.
4. If a proposed Overlashing meets the permitted span tensions and other requirements set forth in the Standards and this Agreement, then Overlashing shall be permitted to the prescribed maximum loads authorized for the specified span tension. Where the analysis shows that the Overlashing will result in weight and load greater than the authorized prescribed maximums, further assessment of the impact on overall Pole loading shall be performed by Licensee and the results provided to Licensor. Such assessment must indicate to Licensor's reasonable satisfaction, on a "worst case" analysis, that the Overlashing will not excessively burden the Pole or Anchor, or Overlashing shall not be permitted.
5. Licensee may not commence or continue Overlashing until the results of the Pre Construction Survey, Pole loading analysis or further assessment, if applicable, have been provided to Licensor and Licensor confirms in writing that such Overlashing can be undertaken in accordance with the provisions of this Agreement.
6. If Licensor does not believe the Overlashing can be done in accordance with generally accepted engineering practices, the Standards, applicable law or other relevant requirements of this Agreement to permit the additional Attachment, Licensor shall give notice to the Licensee within a commercially reasonable time. In the event that Licensor provides notice to Licensee that any Pole has to be strengthened or replaced, Licensee may not attach to that Pole or Overlash a Messenger attached to that Pole until advised in writing by Licensor that said strengthening or replacement work is complete. In the event that Licensee has Overlashed in violation of this Exhibit C, upon demand by Licensor, Licensee shall remove or cause to be removed its Overlashing and/or the third party Overlashing within thirty (30) days of Licensor's notice.
7. If for any reason Licensee allows a third-party to Overlash on Licensee's Wire-Span Facilities, then Licensor, at its discretion, may terminate this Agreement in accordance with Article 6 of this Agreement, in addition to such other remedies available under this Agreement, at law or in equity.

EXHIBIT D-1

STANDARD NOTIFICATION OF REMOVAL OF POLE AND/OR
ANCHOR ATTACHMENT BY LICENSEE

TO: FirstLight Fiber, Inc. ("Licensor")

Address of Pole Owner: _____

In accordance with the terms and conditions of the Standard Pole Attachment Agreement ("Agreement") between the Licensor and Licensee, dated as of _____, _____, please cancel from your records the poles and/or anchors listed on the attached "Notification of Attachment Removal Sheet, Exhibit D-2" and covered by the licenses indicated from which our attachments were removed on _____, 20____.

(Name of Licensee)

By:

Title: Date:

Receipt of the above Notification is hereby acknowledged, _____, 20____

Licensor: FirstLight Fiber, Inc.

By:

Title: Date:

Notification shall be submitted electronically, in addition to two (2) hardcopies (in MS Excel format).

Exhibit D-2

Attacher: _____ Municipality: _____

Pole/Anchor Attachment Removal								
	Attachment Removal							
Attach/ Anchor	Pole	Anchor	Street Name/Location (Including nearest Intersection)	Elec.Line No.	Elec Pole No	Tel Line No	Tel Pole No	Remarks
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								

12								
13								
14								
15								
16								
17								
18								
19								
20								

License Contact Information Name:

Name:

Tel#

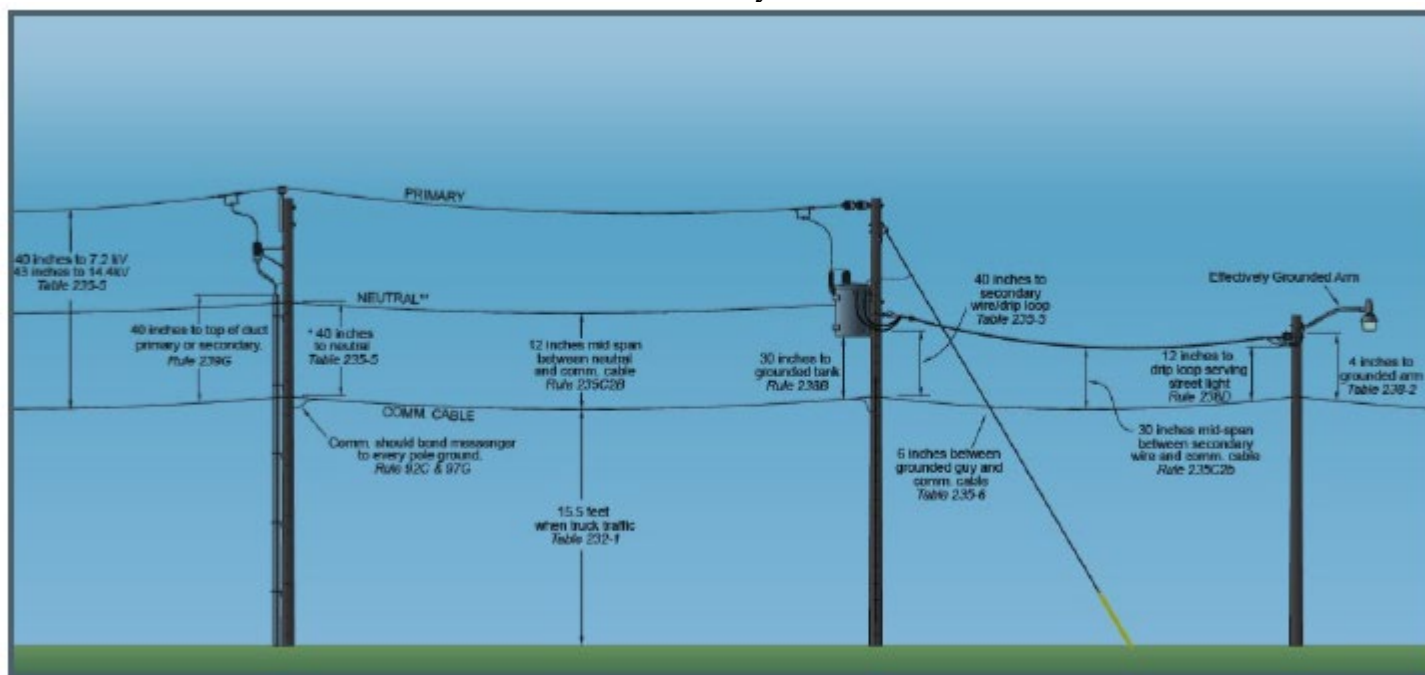
Email:

EXHIBIT E
ASSIGNMENT PROCEDURES

1. Licensee shall provide notification to Licensors and any Joint Owner, approximately 120 days before the proposed closing of the sale or assignment of Licensee's system. In such notification Licensee shall request:
 - (i) A current accounting of any amount owed by Licensee; and
 - (ii) Licensors' and any Joint Owners' consent to assign existing licenses.
2. Licensors shall respond to Licensee, typically within (30) days of receipt of notification, providing:
 - (i) The current account balance to be paid prior to consent to sell or assign;
 - (ii) Licensors' consent to sell or assign using a form of assignment and assumption agreement reasonably acceptable to Licensors. In the event that Licensors require the new Licensee to enter into a new Pole Attachment Agreement, Licensors will provide a Pole Attachment Agreement to the new Licensee for signature and Licensee's signature on said Pole Attachment Agreement shall be one of the conditions to be met before any such sale or assignment is effective. Any such consent shall also be subject to Licensee and the new Licensee completing the requirements of Paragraph 3 immediately below on this Exhibit E;
 - (iii) The new Licensee has met applicable performance security requirements; and
 - (iv) Any other actions reasonably requested by Licensors have been satisfied.
3. The new Licensee shall, approximately (30) days before closing:
 - (i) Notify Licensors as to the final closing or effective date that the new Licensee will assume system operation and responsibility;
 - (ii) Notify Licensors as to the new Licensee's business address, operating manager's name, and contact numbers; and
 - (iii) Seek confirmation that all issues related to Joint Owner(s) (i.e. outstanding balances) have been satisfied.
4. No assignment or permission to transfer the Licensee's Facilities to a new Licensee shall be permitted until Licensee has paid all outstanding balances.

EXHIBIT F

Licensor Construction Standard Summary***



*30 inches is allowed if the communications messenger is bonded to neutral throughout the service area. Table 235-5

** Fiber optic in the supply space (Rule 224A) will have the same required clearance to communications space as a multi-grounded neutral

*** All the requirements of the NESC, RUS 1753F-152, SR-1421 apply as applicable