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April 6, 2023

DELIVERED BY COURIER AND EMAIL
Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, GA 30334-5701

Re: Approval of Negotiated Interconnection and/or Resale Agreement between AT&T Georgia[1] and Accelecom GA, LLC ("CLEC")

Dear Ms. Tanner:

AT&T Georgia and CLEC respectfully submit for the Commission's approval, pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act"), the attached agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements, and/or the resale of telecommunications services. The agreement, which was negotiated pursuant to Sections 251 and 252 of the Act, also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Section 252(e) of the Act charges the Commission with approving or rejecting this agreement within 90 days of its submission. The Commission may only reject the agreement if it finds that: the agreement or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the agreement or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the agreement represent that neither of these reasons exists and that the Commission should approve the agreement.

Enclosed are an original and two (2) copies, as well as an electronic version of the referenced agreement for filing. Please return the one (1) extra copy of the cover letter file-stamped in the self-addressed, stamped envelope enclosed for your convenience.

[1] BellSouth Telecommunications, LLC, d/b/a AT&T Georgia

Thank you for your consideration.

Sincerely,



Sally Briar

Enclosures
cc: Tim K. Johnson

AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA AND AT&T TENNESSEE

AND

ACCELECOM GA, LLC

Signature: eSigned - David Flessas

Name: eSigned - David Flessas
(Print or Type)

Title: CEO
(Print or Type)

Date: 18 Oct 2022

Accelecom GA, LLC

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 20 Oct 2022

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

STRUCTURE ACCESS AGREEMENT
POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY
CATEGORY B

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STAND-ALONE STRUCTURE ACCESS AGREEMENT FOR POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY CATEGORY B

This Agreement dated October 14, 2022, is made by and between the Parties, identified as the AT&T Inc.-owned Incumbent Local Exchange Carriers (ILECs), as applicable: **BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana; Nevada Bell Telephone Company, d/b/a AT&T Nevada; Southwestern Bell Telephone Company, d/b/a AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin**, hereinafter referred to as AT&T as defined below, only to the extent that the agent for each AT&T Inc.-owned ILEC executes this Agreement for such AT&T Inc.-owned ILEC and only to the extent that an AT&T Inc.-owned ILEC provides Telephone Exchange Services as an ILEC in the state(s) listed below and **Accelecom GA LLC** (Attaching Party), a Delaware Limited Liability Company (LLC) that asserts it is expressly entitled, under applicable federal or state law, to access Poles, Ducts, Conduits, and Rights-of-Way AT&T owns or controls. This Agreement applies to the state(s) of Alabama, Florida, Georgia, and Tennessee. Each party may be individually referred to as Party or collectively as Parties.

1.0 INTRODUCTION AND SCOPE OF AGREEMENT

1.1 The purpose of this Agreement is to set forth the basic rates, terms, conditions, and procedures under which Attaching Party may access AT&T's Structure to place, maintain, and remove Attaching Party's facilities. AT&T will provide Attaching Party with nondiscriminatory access to Structure AT&T solely or partially owns or controls, where AT&T has the right to allow such access, as required under the Pole Attachment Act, 47 U.S.C. § 224, or in the case of reverse preemption by a state, the applicable state law or regulations. The Parties intend this Agreement to implement, rather than abridge or expand, their respective rights and remedies under federal and state law.

1.2 As used in this Agreement, AT&T refers to the AT&T Inc.-owned ILECs only; AT&T Inc. is not itself a party to this Agreement.

1.3 Separate tariffs or agreements govern Attaching Party's access, if any, to the following facilities which, if allowed, would require special security, technical, and construction arrangements. Access to these facilities is outside the scope of this Agreement:

1.3.1 AT&T's central office vaults, Ducts, and Conduits which serve no purpose other than to provide a means of entry to and exit from AT&T's central offices;

1.3.2 Controlled Environment Vaults (CEVs), huts, cabinets, and other similar outside plant structures and Ducts and Conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

1.3.3 Ducts and Conduits located within AT&T-owned buildings; and

1.3.4 Ducts, Conduits, equipment rooms, and similar spaces located in space AT&T leases from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T's network distribution operations.

1.4 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any Occupancy Permit subject to this Agreement, creates or vests (or will be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property the other owns.

1.5 No Effect on AT&T's Right to Abandon, Convey, or Transfer Structure. Nothing contained in this Agreement, or any Occupancy Permit subject to this Agreement, in any way affects AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Structure. AT&T will give Attaching Party at least 60 days' written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already

attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice will identify the transferee, if any, to whom AT&T is conveying or transferring such Structure.

1.5.1 Nothing herein contained will be construed as a grant of any exclusive authorization, right, or privilege to Attaching Party. AT&T has the right to grant, renew, and extend rights and privileges to others not Parties to this Agreement, by contract or otherwise, to use any Structure covered by this Agreement and Attaching Party's rights hereunder.

1.6 Effective Date. This Agreement is effective on the last day signed by a Party or upon commission approval, where applicable (Effective Date).

1.7 Initial Term. The initial term of this Agreement runs from the Effective Date until the end of the calendar year, which includes the Effective Date, unless sooner terminated as herein provided.

1.8 Automatic Renewal. This Agreement will automatically renew for successive one-year terms beginning on the first day of each calendar year after the Effective Date, unless sooner terminated as herein provided.

2.0 DEFINITIONS

2.1 Definitions in General. As used in this Agreement, the terms set forth in Sections 2.2 to 2.24 have the following meanings.

2.2 **AT&T Inc.** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana; Michigan Bell Telephone Company, d/b/a AT&T Michigan; Nevada Bell Telephone Company, d/b/a AT&T Nevada; The Ohio Bell Telephone Company, d/b/a AT&T Ohio; Pacific Bell Telephone Company, d/b/a AT&T California; Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin. Note that this Agreement, by virtue of the following states' election to reverse pre-empt the Federal Communications Commission's (FCC) authority regarding pole attachments, does not apply in and does not include Arkansas, California, Illinois, Louisiana, Michigan, or Ohio but does apply in the reverse pre-emption state of Kentucky.

2.3 **Authorized Contractor** means any contractor included on AT&T's list of contractors and which, subject to Attaching Party's direction, control, and the requirements and policies in each state, performs facilities modification, Make-Ready Surveys, or Make-Ready Work which AT&T or persons acting on its behalf, or Other Users or persons acting on Other Users' behalf would ordinarily perform. AT&T will make available, and keep up-to-date, a reasonably sufficient list of contractors, identified by the applicable electric utility, to perform Make-Ready Work above the Communications Space on AT&T's Poles. Additionally, AT&T will make available, and keep up-to-date, a reasonably sufficient list of contractors it authorizes to perform Make-Ready Surveys or Make-Ready Work in the Communications Space on its Poles in cases where, in accordance with this Agreement, Attaching Party has elected One-Touch Make-Ready (OTMR) or AT&T and/or Other User(s) failed to meet the associated deadlines specified in Section 8, with the following exclusions:

2.3.1 A person or entity identified as an Authorized Contractor is only an Authorized Contractor with respect to those tasks listed for such person or entity and is an Authorized Contractor only in the states AT&T specifies on such list.

2.3.2 Designation of an Authorized Contractor for a specific category of tasks does not designate such person or entity as an Authorized Contractor for other purposes.

2.4 **Communications Space** means the space on a Pole below the communications worker safety zone, as defined in the National Electrical Safety Code (NESC), where communications cables or wires may be attached and span from a Pole to an adjacent Pole or nearby structure while observing NESC-defined clearances from the ground.

2.5 **Complex Make-Ready Work** means any Make-Ready Work on AT&T Poles that involves work that would be reasonably likely to cause a service outage including, but not limited to, splicing an existing attacher's cable facilities,

any rearrangement or transfer of wireless carriers' attachments, any Make-Ready Work involving attachments above the Communications Space, or Pole replacement(s).

2.6 **Conduit** means the tubes or structures, usually underground or on bridges, containing the space in one or more Ducts used to enclose cables, wires, and associated transmission equipment and only to those structures, and does not include: (a) cables and other telecommunications equipment located within Conduit structures; or (b) central office vaults, CEVs, and other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T's Conduit.

2.7 **Conduit System** means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole.

2.8 **Duct** means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment, including innerducts created by subdividing a Duct into smaller channels but does not include cables and other telecommunications equipment located within such Ducts.

2.9 **Handhole** means a structure similar in function to a Manhole, but which is too small for personnel to enter and only to such structures which are part of AT&T's Conduit System; it does not refer to handholes which provide access to buried cables not housed within AT&T Ducts or Conduits.

2.10 **Maintenance Duct** means a full-sized Duct (typically 3 inches in diameter or larger), and may include an innerduct, for use on a short-term basis, for maintenance, repair, or emergency restoration activities. When only one usable full-sized Duct remains in a Conduit section, that Duct is the Maintenance Duct. AT&T may elect to reserve an innerduct, in addition to the full-sized Duct, for restoration purposes, depending on the specific circumstances in a Conduit run. AT&T will communicate such reservations, as necessary, when responding to Applications for access.

2.11 **Make-Ready Survey**, also known as Review on Merits, means the engineering review AT&T or, when applicable, an Authorized Contractor, performs for each submitted Application. The review may include, but is not limited to, field review, records review, and validation against the standards referenced in Section 6.2.

2.12 **Make-Ready Work** means all work performed, or to be performed, to prepare AT&T's Structure and any existing related facilities for the requested occupancy or attachment of Attaching Party's facilities. Make-Ready Work does not include work required to cure pre-existing conditions or safety violations, except to the extent that such existing non-standard conditions would be exacerbated by the new attachment.

2.13 **Manhole** means an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in Ducts or Conduits which are parts of AT&T's Conduit System.

2.14 **Non-OTMR** means the Application process utilized when an Attaching Party's Application involves any Complex Make-Ready Work, or Attaching Party does not elect, though entitled under the terms of this Agreement and specific circumstances for an Application, to follow the OTMR Application process.

2.15 **Occupancy Permit** means a written instrument granting Attaching Party, or Other User, permission to install its facilities in or on AT&T Structure in accordance with the AT&T-approved design. With very few exceptions, all of which will be based on AT&T's approval for such exceptions, the Occupancy Permit will be contingent on the completion of all Make-Ready Work identified in the design approved during the Make-Ready Survey phase.

2.16 **Other User** means an entity, other than Attaching Party, with facilities in or on AT&T Structure to which Attaching Party has or will obtain access. Other Users may include, but are not limited to, other attaching parties, municipalities, governmental entities, and electric utilities.

2.17 **OTMR** means the Application process known as One-Touch Make-Ready, Attaching Party, at its discretion, may choose when **only** Simple Make-Ready Work, and **no** Complex Make-Ready Work, is required for a particular Application, and an Authorized Contractor, Attaching Party selects, performs all the Make-Ready Work.

2.18 **Overlashing** means the practice of placing an additional communications cable by lashing such cable with spinning wire over an existing cable and strand on Poles.

2.19 **Pole** means a pole AT&T owns or controls and does not include cables and other telecommunications equipment attached to the Pole.

2.20 **Right(s)-of-Way** means a party's legal rights to pass over or through property another party owns.

2.21 **Routine Inspections** means inspections that AT&T plans and schedules for the purpose of inspecting the facilities of Attaching Party and others, including AT&T, on AT&T Structure.

2.22 **Simple Make-Ready Work** means Make-Ready Work on AT&T's Poles that does not fit the definition of Complex Make-Ready Work and does not involve Pole replacement(s).

2.23 **Spot Inspections** means spontaneous inspections AT&T performs, which may be initiated at AT&T's discretion, for the purpose of ensuring safety and compliance with AT&T standards on specific Structure.

2.24 **Structure** means Poles, Ducts, Conduits, and ROW.

3.0 GENERAL PROVISIONS

3.1 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to Attaching Party's access to Structure.

3.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, except for those set forth in a 251 interconnection agreement that is executed after the Effective Date of this Agreement, between Attaching Party and AT&T relating to the placement and maintenance of Attaching Party's facilities in or on AT&T's Structure within the applicable state(s). If the 251 interconnection agreement is executed after the Effective Date of this Agreement, this Agreement will terminate on the effective date of any 251 interconnection agreement between the Parties for the states covered by that interconnection agreement, unless the 251 interconnection agreement specifically states this Agreement will govern Structure access.

3.3 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective Pole and Conduit Occupancy Permits that AT&T previously granted to Attaching Party will, on the Effective Date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

3.4 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractor(s) or contractor(s) it selects. Subject to state-specific requirements, Authorized Contractors must be utilized to perform any of the following tasks within a specified AT&T construction district, as applicable:

3.4.1 installation of those sections of Attaching Party's Conduits, Ducts, or innerducts, which connect to AT&T's Conduit System;

3.4.2 the engineering analysis required for the Make-Ready Survey when Attaching Party performs a Make-Ready Survey as permitted under Sections 8.5 or 8.12;

3.4.3 excavation work in connection with the removal of retired or inactive (dead) cables; or

3.4.4 Make-Ready Work, when Attaching Party performs the Make-Ready Work as permitted under Sections 8.9 or 8.12.

3.5 Worker Safety. Attaching Party will ensure that any employee of Attaching Party, or contractor working on Attaching Party's behalf, has received the training necessary to safely perform any assigned work in, on, or near any AT&T Structure. Attaching Party will construct, place, maintain, and remove its facilities attached to AT&T's Structure in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over work practices, including, but not limited to, Occupational Safety and Health Administration (OSHA).

3.6 No Waiver. Either Party's failure to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any Occupancy Permit or authorization subject to this Agreement, does not constitute a waiver or relinquishment of any term or condition of this Agreement, a wavier or relinquishment of the right to give notice of breach, or a waiver or relinquishment of any right to terminate this Agreement.

3.7 Billing. Unless otherwise provided elsewhere in this Agreement, Attaching Party must pay all rates and charges, as specified in this Agreement, within 30 days from the invoice date.

If Attaching Party wishes to dispute any amount AT&T invoiced, Attaching Party must follow the Dispute Resolution Procedures found in Sections 28 and 29.

3.8 Amendments Must Be in Writing. The terms and conditions of this Agreement will not be amended, changed, or altered except in writing, with approval by authorized representatives of both Parties.

3.9 Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement, which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement through any applicable statute of limitations period.

3.10 Force Majeure. Except as otherwise specifically provided for in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of nature or a public enemy, fires, floods, disputes, labor disruptions, freight embargoes, earthquakes, volcanic actions, abnormal weather conditions and preparations therefor, wars, civil disturbances, cable cuts, pandemics, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform, including any ability to obtain necessary Structure as the result of a Force Majeure condition. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other Party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

3.11 Severability. If any Article, Section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision will not render this entire Agreement unenforceable, and this Agreement will be administered as if it did not contain the invalid provision.

3.12 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the state in which the Structure access at issue exists, applied without regard to the provisions of the state's laws relating to conflicts-of-laws.

3.13 Changes in the Law. The Parties agree to negotiate, in good faith, changes to this Agreement to conform to applicable changes in law pertaining to access to Structure, including the Pole Attachment Act, 47 U.S.C. §224, or in the case of reverse preemption by a state, the applicable state law or regulations. If, pursuant to any order of the FCC, court, or other authority, the changes in law apply immediately upon their effective date, the Parties agree the changes will so apply but agree to memorialize same in this Agreement or another written agreement as soon as practical.

3.14 Applicable Laws. The Parties must always observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties.

3.15 No Third-Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied creates or will be construed to create any third-party beneficiary rights hereunder. This Agreement does not provide any person, not a Party hereto, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

3.16 Subcontracting. If either Party retains or engages any contractor or subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through contractors or subcontractors. Each Party is solely responsible for payments due that Party's contractors or subcontractors. No contractor or subcontractor will be deemed a third-party beneficiary for any purposes under this Agreement. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee, or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. Any subcontractor that gains access to Customer Proprietary Network Information (CPNI), or confidential or proprietary information covered by this Agreement, will be required by the contracting Party to protect such CPNI or confidential or proprietary information to the same

extent the contracting party is required to protect such CPNI or confidential or proprietary information under the terms of this Agreement.

3.17 Authority. Each person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

3.18 Counterparts. This Agreement may be executed in counterparts. Each counterpart is considered an original and such counterparts together constitute one and the same instrument.

4.0 CONFIDENTIALITY OF INFORMATION

4.1 Information Attaching Party Provides to AT&T and AT&T Provides to Attaching Party. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by either Party to the other Party in connection with this Agreement (including, but not limited to, information submitted in connection with Attaching Party's Applications for Occupancy Permit and AT&T's responses) are confidential or proprietary information of the Party that discloses the information and are subject to the terms set forth in this Section. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for review of records or its inquiry about AT&T facilities and AT&T's responses. This Section does not limit AT&T's use of aggregate information relating to the occupancy and use of AT&T's Structure by firms other than AT&T.

4.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information Attaching Party provides to AT&T in connection with this Agreement will not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 4.3-4.6.

4.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 4.1 and 4.2 above, AT&T, and persons acting on AT&T's behalf, may utilize Attaching Party's confidential or proprietary information for the following purposes:

4.3.1 posting information, as necessary, to AT&T's outside plant records;

4.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T's Structure and any AT&T facilities located in, on, or in the vicinity of such Structure;

4.3.3 performing AT&T's obligations under this Agreement and similar agreements with third parties;

4.3.4 determining which of AT&T's Structure are (or may in the future be) available for AT&T's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T's Structure;

4.3.5 preparing cost studies;

4.3.6 responding to regulatory requests for information or complying with regulatory orders;

4.3.7 maintaining AT&T's financial accounting records; and

4.3.8 complying with other legal requirements relating to Structure.

4.4 Defense of Claims. In the event of a dispute between AT&T and any person or entity, including Attaching Party, concerning AT&T's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T may utilize confidential or proprietary information Attaching Party submitted in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T will not disclose Attaching Party's proprietary or confidential information without first:

4.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information; or

4.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

4.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

4.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this Section precludes AT&T or Attaching Party from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that neither AT&T nor Attaching Party will disclose the other Party's proprietary or confidential information without first:

4.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the other Party's information; or

4.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

4.5.3 providing the other Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

4.6 Remedies. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Section and that the Party that disclosed the information will be entitled to specific performance as a remedy for any such breach, including, but not limited to injunctive relief. Such remedy will not be deemed to be the exclusive remedy for any such breach but will be in addition to all other remedies available at law or equity to the Party that disclosed the information.

5.0 ACCESS TO RIGHTS-OF-WAY

5.1 To the extent AT&T has the authority to do so, AT&T grants Attaching Party a right to use any ROW for AT&T Poles, Ducts, or Conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating, and maintaining such Attaching Party's facilities in or on AT&T's Poles, Ducts, or Conduits. Notwithstanding the foregoing, Attaching Party will be solely responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Pole, Duct, or Conduit to which Attaching Party seeks to attach its facilities. Attaching Party will furnish proof of any such easement, ROW, license, permit, permission, certification, or franchise within 30 days of AT&T's request. AT&T does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

5.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party will restrict or interfere with the other Party's access to or right to occupy property third parties own, which is not subject to the other Party's control, including property as to which either Party has access subject to non-exclusive ROW. Each Party must make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and must bear all expenses, including legal expenses, involved in making such determinations.

5.3 Access to Rights-of-Way Generally. At locations where AT&T has access to third-party property pursuant to non-exclusive ROW, AT&T will not interfere with Attaching Party's negotiations with third-party property owners for similar access; nor with Attaching Party's access to such property pursuant to easements or other ROW Attaching Party obtained from the property owner. At locations where AT&T has obtained exclusive ROW from third-party property owners or otherwise controls the ROW, AT&T will, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T to provide such access, and provided further that if AT&T has available space that it shares with Attaching Party in such ROW or easements (*e.g.*, for cabinets placed on or underground), Attaching Party agrees to reimburse AT&T for any documented administrative and engineering costs AT&T incurs that are solely attributable to Attaching Party's requests for such access.

5.4 Third-Party Property Owners. Occupancy Permits AT&T grants under this Agreement authorize Attaching Party to place facilities in or on AT&T's Structure but do not affect the rights of landowners to control terms and conditions of access to their property.

5.4.1 Neither Attaching Party nor any persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, will engage in any conduct which damages public or private property in the vicinity of AT&T's Structure, interferes in any way with the use or enjoyment of public or private property except as the owner of such property expressly permits, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Attaching Party's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Attaching Party's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

5.5 No Effect on Either Party's Rights to Manage its Own Facilities. This Agreement must not be construed as limiting or interfering with either Party's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Occupancy Permits issued hereunder or by the applicable laws, rules, or regulations:

5.5.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities in or on AT&T's Structure at any time and in any reasonable manner which it deems appropriate to serve its end users, avail itself of new business opportunities, or otherwise meet its business needs; or

5.5.2 For AT&T to enter into new agreements or arrangements with other persons or entities permitting them to place their facilities in or on AT&T's Structure; provided, however, that any relocations, moves, replacements, modifications, maintenance, and operations or new attachments or arrangements will not substantially interfere with Attaching Party's attachment authorized by Occupancy Permits issued pursuant to this Agreement.

5.6 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any Occupancy Permit issued hereunder will not be construed as authorizing either Party to rearrange or interfere in any way with any of the other Party's facilities, with Other Users' facilities, or with the use of or access to such facilities by such other Party or Other Users, except to the extent expressly provided by the provisions of this Agreement or any Occupancy Permit issued hereunder or by applicable laws, rules, or regulations.

5.7 Attaching Party acknowledges that Other Users' facilities may be placed in or on AT&T's Structure.

5.8 With respect to the Structure Attaching Party occupies or the subject of an Attaching Party Application for attachment, AT&T will give Attaching Party 60 calendar days' written notice for Conduit extensions or reinforcements, Pole line extensions, Pole replacements, or of AT&T's intention not to maintain or use any existing Pole(s) or Conduit.

5.9 Where AT&T elects to abandon Structure, the affected Structure will be offered to existing occupants on a first-in, first-right-to-maintain basis. The first existing occupant electing to exercise this option will be required to execute an appropriate agreement with AT&T to purchase and transfer ownership from AT&T to that existing occupant, subject to then-existing Occupancy Permits of Other User(s) pertaining to such Structure. If none of the existing occupants elects to maintain such Structure, all occupants will be required to remove their existing facilities within 90 calendar days of written notice from AT&T.

5.10 If an emergency or provisions of an applicable joint use agreement require AT&T to construct, reconstruct, expand, or replace AT&T's Structure and Attaching Party either occupies or has submitted an Application for attachment , AT&T will notify Attaching Party as soon as reasonably practicable of such proposed construction, reconstruction, expansion, or replacement to enable Attaching Party, if it so desires, to request that AT&T place Structure of greater height or capacity to accommodate Attaching Party's anticipated facility need.

6.0 SPECIFICATIONS

6.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities in or on AT&T's Structure must be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified or referenced in this Agreement.

6.2 Published Standards. Attaching Party's facilities must be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

6.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the Blue Book;

6.2.2 the NESC, published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);

6.2.3 the National Electrical Code® (NEC), published by National Fire Protection Association (NFPA); and

6.2.4 the AT&T Structure Access Guidelines, located at https://clec.att.com/clec/hb/shell.cfm?section=2900&hb=185.

6.3 Requirements Relating to Personnel and Construction Procedures Generally:

6.3.1 AT&T may perform, at Attaching Party's expense, Duct clearing, rodding, or modifications required to grant Attaching Party access to AT&T's Conduit System at charges which represent AT&T's actual costs. Alternatively (at Attaching Party's option), an Authorized Contractor may perform such work. The Parties acknowledge that Attaching Party, its contractors, and other persons acting on Attaching Party's behalf, will perform work for Attaching Party within AT&T's Conduit System. Attaching Party represents and warrants that neither Attaching Party, nor any person acting on Attaching Party's behalf, will permit any person to work in or on AT&T's Structure, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Structure and to perform the work safely.

6.3.2 Rodding or clearing of Ducts in AT&T's Conduit System requires specific advanced, written authorization from AT&T. Such rodding or clearing must be performed according to existing industry standards and practices. Attaching Party may contract with AT&T for performance of such work or, at Attaching Party's option and expense, with an Authorized Contractor.

6.3.3 Personnel performing work on AT&T's or Attaching Party's behalf in AT&T's Conduit System must not climb on, step on, or otherwise disturb the other Party's or any Other User's cables, air pipes, equipment, or other facilities located in any Manhole or other part of AT&T's Conduit System.

6.3.4 Attaching Party's facilities must be firmly secured and supported in accordance with industry standards set forth in Section 6.2 above.

6.3.5 Attaching Party must provide and utilize only explosion-proof artificial lighting fixtures, when required.

6.3.6 Upon request and at Attaching Party's expense, AT&T may remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T retains salvage rights on any cable removed. In order to safeguard its Structure and facilities, AT&T reserves the right to remove retired cables and is under no obligation to allow Attaching Party the right to remove such cables. Notwithstanding anything to the contrary in this Agreement or in any other agreement, based on sound engineering judgment and at AT&T's sole discretion, there may be situations where it would neither be feasible nor practical to remove retired cables, in which case they will not be removed.

6.4 Additional Electrical Design Specifications. In addition to specifications and requirements referred to in Section 6.2 above, Attaching Party's facilities placed in AT&T's Conduit System must meet the following electrical design specifications:

6.4.1 Attaching Party's facilities carrying more than 50 volts AC root mean square (rms) to ground or 135 volts DC to ground must be enclosed in an effectively grounded sheath or shield.

6.4.2 Attaching Party's coaxial cable may not occupy a Conduit System containing AT&T's cable unless such cable meets the voltage limitations of Article 820 of the NEC.

6.4.3 Attaching Party's coaxial cable may carry continuous DC voltages up to 1,800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has 2 separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply must be designed and maintained so that the total current carried over the outer sheath does not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level must be cleared promptly.

6.4.4 Neither Party will circumvent the other Party's corrosion mitigation measures. Each Party's new facilities must be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.

6.5 Additional Physical Design Specifications. Attaching Party's facilities placed in AT&T's Conduit System must meet the following physical design specifications:

6.5.1 Attaching Party will not place cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material in AT&T's Conduit or Ducts.

6.5.2 The integrity of AT&T's Conduit System and overall safety of AT&T's personnel and other personnel working in AT&T's Conduit System require that dielectric cable be placed when Attaching Party's cable utilizes an alternative Duct or route that is shared in the same trench by any current-carrying facility of a power utility.

6.5.3 New construction splices in Attaching Party's fiber optic and twisted pair cables may be located in AT&T's Manholes or Handholes only when, in AT&T's sole judgment: (a) there is sufficient space available; and (b) placing splice cases outside of AT&T's Manholes or Handholes is unreasonable in light of the cost and feasibility. In those cases, AT&T may, in its sole discretion, permit Attaching Party to place new construction splices in AT&T's Conduit System at a location AT&T determines. In no event are any splice points allowed in AT&T's Conduit or Ducts.

6.5.4 Attaching Party will be permitted to connect its Conduit or Duct only at an AT&T Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. Attaching Party, or its contractor, will perform all necessary work to install Attaching Party facilities at Attaching Party's expense. In no event will Attaching Party, or its contractor, core bore or make any other modification to AT&T Manhole(s) without AT&T's prior, written approval.

6.5.5 If Attaching Party constructs or utilizes a Duct connected to AT&T's Manhole, the Duct and all connections between that Duct and AT&T's Manhole must be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T's Conduit System. If Attaching Party's Duct enters a building, it must also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T's Conduit System.

6.6 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T's Manholes and access to AT&T's Conduit System. Attaching Party may only open AT&T's Manholes after it notifies AT&T and AT&T's authorized employee or agent approves such opening, which approval will not be unreasonably delayed or withheld.

6.6.1 Attaching Party must notify AT&T not less than 5 business days in advance before entering AT&T's Conduit System to perform non-emergency work operations. Such operations must be conducted during normal business hours except as the Parties otherwise agree in writing. The notice must state the general nature of the work to be performed.

6.6.2 AT&T's authorized employee or representative may be present when Attaching Party, or personnel acting on Attaching Party's behalf, enter or perform work within AT&T's Conduit System. Attaching Party must notify AT&T when Attaching Party completes such work in the Conduit System. If AT&T is not available when Attaching Party notifies AT&T of such completion, then AT&T may perform a post-construction inspection as described in Section 15.1. Attaching Party must reimburse AT&T for actual and customary costs associated with the presence of AT&T's authorized employee or representative.

6.6.3 Each Party, when desiring to enter Manholes, must obtain any necessary authorization from the appropriate authorities prior to opening Manholes. Additionally, each Party is responsible, as the Party desiring entry, to comply with all applicable laws, regulations, and safety requirements including, but not limited to, traffic control, warning devices, and Manhole purging and venting.

6.7 Compliance with Environmental Laws and Regulations. AT&T makes no representations to Attaching Party, or personnel performing work on Attaching Party's behalf, that AT&T's Structure, or any specific portions thereof, will be free from environmental contaminants. Attaching Party must establish appropriate procedures and controls to ensure compliance with all applicable environmental laws and regulations including, but not limited to:

6.7.1 Some of AT&T's Conduit was fabricated from asbestos-containing materials and is generally marked with a designation of C Fiber Cement Conduit, Transite, or Johns-Manville. Until proven otherwise, Attaching Party must presume that all Conduits not fabricated of plastic, tile, or wood are asbestos-containing and must handle such Conduits pursuant to all applicable regulations relating to worker safety and protection of the environment.

6.7.2 Attaching Party's facilities must be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).

6.7.3 All persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, must, when working in, on, or in the vicinity of AT&T's Structure, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.7.4 Neither Attaching Party nor personnel performing work on Attaching Party's behalf will discharge water or any other substance from any AT&T Manhole or other part of the Conduit System onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with industry standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage any person's property. Neither Attaching Party nor personnel performing work on Attaching Party's behalf will deposit waste material on AT&T premises for storage or disposal.

6.8 Compliance with Other Governmental Requirements. Attaching Party's facilities attached to AT&T's Structure must be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Attaching Party must comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation. Attaching Party must establish appropriate procedures and controls to ensure that all persons acting on Attaching Party's behalf, including but not limited to, Attaching Party's employees, agents, contractors, and subcontractors, comply with the terms and conditions of this Agreement.

6.9 Identification of Personnel Authorized to Have Access to Attaching Party's Facilities. All personnel authorized to have access to Attaching Party's facilities must, while working in, on, or in the vicinity of AT&T Structure, carry with them suitable identification and produce such identification upon AT&T's request or the request of any person acting on AT&T's behalf.

7.0 ACCESS TO RECORDS

7.1 AT&T will, upon request and at the expense of Attaching Party, provide Attaching Party, either via e-mail or in person, electronic copies of redacted records relating to the location of AT&T's Structure regarding a specific Attaching Party service need, i.e., start location to end location (A to Z) or a 500-foot radius from a specific address. Upon request, AT&T will meet with Attaching Party to clarify matters relating to records or additional information, such as capacity or utilization. AT&T does not warrant the accuracy or completeness of information on any maps or records.

7.2 Records and information are and remain AT&T's proprietary property, are provided for Attaching Party's review solely for enabling Attaching Party to obtain access to AT&T's Structure, and Attaching Party may not resell, reproduce, or disseminate AT&T records and information.

7.3 AT&T may provide for viewing only, if available, information currently on AT&T's records regarding:

7.3.1 the street addresses for Manholes and Poles, if shown on AT&T's records;

7.3.2 the footage between Manholes or lateral Ducts' lengths, if shown on AT&T's records;

7.3.3 the footage between Poles, if shown on AT&T's records;

7.3.4 the total capacity of the Structure, if shown on AT&T's records; and/or

7.3.5 the existing utilization of the Structure, if depicted on AT&T's records.

7.4 AT&T will not acquire additional information or provide information in formats other than that in which it currently exists and AT&T maintains.

7.5 Charges associated with record preparation, viewing, and assistance will be on a time, including all applicable overheads, and material basis. Attaching Party must pay AT&T's estimated charges prior to Attaching Party receiving the records. If such records review is not in conjunction with a specific Application, subsequent to Attaching Party viewing records, AT&T will true up the estimate, as compared to actual costs, and issue either a refund or additional invoice to Attaching Party.

8.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY

8.1 Occupancy Permits Required. Attaching Party must apply in writing for, and receive, an Occupancy Permit before attaching facilities to AT&T's Structure.

8.2 Structure Access Application. Attaching Party must submit to AT&T the appropriate AT&T Application with prepayment of any estimated expenses, as identified on the Application, to apply for an Occupancy Permit under this Agreement. Additionally, Attaching Party must provide required information as listed on the Application form and dependent on the process type, OTMR or Non-OTMR. Attaching Party must promptly withdraw its Application if at any time it has determined that it no longer seeks access to specific AT&T Structure, though Attaching Party is responsible for all expenses AT&T incurred prior to the withdrawal of the Application.

8.2.1 AT&T will review each Application for completeness within 10 business days of receipt. An Application will be deemed complete if AT&T fails to respond to Attaching Party within such period with a list of omission(s) causing it to be incomplete.

8.2.2 Upon resubmission of any Application previously rejected as incomplete, AT&T will complete its review of the deemed incomplete portion of the Application within 5 business days. Such resubmitted Application will be deemed complete if AT&T fails to respond as to the still unresolved omission(s) within such timeframe.

8.2.3 The resubmission procedure may continue as long as Attaching Party makes a bona fide attempt to resolve the omission(s) on each resubmission.

8.3 Cooperation in the Application Process. The orderly processing of Applications Attaching Party and other parties seeking access to AT&T's Structure submit requires good faith cooperation and coordination between AT&T's personnel and personnel acting on behalf of Attaching Party and other parties seeking access. The Parties therefore agree to the following procedures.

8.3.1 Before submitting a formal written Application for access to AT&T's Structure, Attaching Party will make a good faith determination that it will attach facilities in or on AT&T's Structure specified in the Application. Attaching Party must not submit Applications for the purpose of holding or reserving space which Attaching Party does not plan to use, or for the purpose of precluding AT&T or any other eligible entity from using AT&T's Structure.

8.3.2 No more than 20 Manholes may be the subject of any single Conduit Occupancy Permit Application. Although timelines for Estimates and Make-Ready Work in this Section 8 do not apply to Conduit access requests, AT&T will endeavor to process all Conduit occupancy requests, including any associated Make-Ready Work, as quickly as practical.

8.3.3 Each Application must designate an employee as Attaching Party's single point of contact for all purposes of that Application under this Section, including, but not limited to, processing Occupancy Permits and providing records and information. Attaching Party may designate a new point of contact by giving written notice of such change while the Application is open.

8.3.4 All Applications, including those submitted by Other Users, will be processed on a first-come, first-served basis.

8.3.5 When Attaching Party has multiple Applications on file with AT&T, Attaching Party may identify specific Application(s) to be prioritized. However, prioritizing any Application(s) will result in the tolling of the clock for

all Applications submitted prior to the prioritized Application(s). Upon completion of the prioritized Application's Survey and/or Make-Ready Work, the timeline will resume for the Applications submitted prior to the prioritized Application(s).

8.3.6 If Attaching Party desires to modify an Application in a manner that would alter the design after AT&T has acknowledged it as complete, AT&T may require, using its sole discretion, such Application be cancelled, and Attaching Party must submit a new, updated Application. The new Application will consequently fall in line, as referenced in Section 8.3.4 above, based on the acknowledgement date of the new complete Application.

8.4 Non-OTMR Make-Ready Survey (Non-OTMR Survey). Upon receipt of a complete Non-OTMR or Conduit Occupancy Application, as described in Section 8.2 above and defined on the corresponding Application form, AT&T will schedule the Non-OTMR Survey and provide notification to Attaching Party and any Other Users at least 3 business days prior to such scheduled date. AT&T will provide a response, the Non-OTMR Survey results, to Attaching Party within 45 days of receipt of a complete Application. In the case of large requests, as defined in Section 8.10.2, AT&T will respond within 60 days.

8.5 OTMR Review on Merits. For OTMR Applications, the Make-Ready Survey will be performed in accordance with 47 C.F.R. §1.1411(j)(3), or in Kentucky, 807 KAR 5:015 Section 4(10)(b), as applicable, and the required documentation, as identified on the OTMR Application, included with the Application submission. AT&T will review complete OTMR Applications, as described in Section 8.2 above, within 15 days of receipt. In the case of large requests, as defined in Section 8.10.2, AT&T will respond within 30 days. If, during the Review on Merits, AT&T determines that Complex Make-Ready Work is not required and that the design submitted meets the standards identified in Section 6, AT&T will issue an Occupancy Permit to Attaching Party along with notification of approval of Attaching Party's OTMR Application.

8.6 The primary purpose of the Non-OTMR Survey or OTMR Review on Merits is to enable AT&T to:

8.6.1 determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;

8.6.2 confirm or determine the modifications, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T Structure;

8.6.3 plan and engineer the facilities modification, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, required to prepare AT&T's Structure, and associated facilities for Attaching Party's proposed attachments or occupancy;

8.6.4 if applicable, identify the owner of the Pole; and

8.6.5 as applicable, either respond to Attaching Party within the required timeframe with the preceding information or approve the Authorized Contractor's determinations for OTMR.

8.7 Selection of Space. AT&T will select, or approve Attaching Party's selection of, the space Attaching Party will occupy in or on AT&T's Structure. AT&T's assignment or approval , which includes any AT&T modifications to Attaching Party's design, constitutes an approval of the associated Application. Maintenance Ducts will not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, Ducts and attachment space on Poles reserved for municipal use will not be considered available for Attaching Party's use. All other space not assigned or occupied in or on AT&T's Structure will be deemed available for use by AT&T, Attaching Party, and other parties entitled to access under applicable law or executed agreements with AT&T.

8.7.1 AT&T will assign the approved Pole, Duct, or Conduit space to Attaching Party for a pre-occupancy period not to exceed 12 months.

8.7.2 If Attaching Party does not occupy the assigned space within the 12-month period, the assignment will lapse, and the space will be considered available for use by AT&T or Other User. Prior to the expiration of the 12-month period, Attaching Party may submit a request for an extension of time based on a thorough explanation of delays outside Attaching Party's control. AT&T will carefully consider the circumstances of any specific request and not unreasonably withhold or deny an extension.

8.7.3 AT&T may assign space to itself by making appropriate entries in the same records used to log space assignments to Attaching Party and Other Users. If AT&T assigns Pole, Duct, or Conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T record, if AT&T has not occupied such assigned space within such 12-month period. Prior to the expiration of the 12-month period, AT&T may apply an extension when delays outside of its control preclude its ability to occupy the assigned space within such timeframe.

8.7.4 Attaching Party's obligation to pay Pole attachment or Conduit occupancy fees commences on the date AT&T makes the space assignment to Attaching Party.

8.8 Non-OTMR Estimate and Acceptance of Estimate. AT&T will present to Attaching Party, no more than 14 days after providing the response required by Section 8.4, a detailed estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Non-OTMR Survey and involving AT&T-owned facilities (i.e., Pole replacements and subsequent transfer of AT&T-owned cable or AT&T cable rearrangements). AT&T will send notice, described below in Section 8.8.1, to Other Users to request those parties' estimates of charges for their respective Make-Ready Work. Subsequently, AT&T will share with Attaching Party all estimates it received from Other Users. This does not preclude Attaching Party from contacting Other Users to facilitate the provision of Other Users' estimates directly to Attaching Party. In situations where Attaching Party utilizes an Authorized Contractor to perform the Non-OTMR Survey, and AT&T elects to use such Non-OTMR Survey results, AT&T will provide this detailed estimate no more than 14 days after AT&T has received such Non-OTMR Survey result.

8.8.1 The notice to Other Users will provide the AT&T-approved design for Attaching Party's attachment and establish a deadline of 14 days from receipt to respond. In addition, AT&T will provide a description of Make-Ready Work required of Other Users to accommodate Attaching Party's proposed attachment(s). Attaching Party will be copied on these notices for the purpose of facilitating direct discussions between Attaching Party and Other Users.

8.8.2 AT&T may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning 14 days after presentation of the estimate to Attaching Party. If Attaching Party does not pay the estimate of charges within 45 calendar days after its presentation, AT&T reserves the right to cancel the Application.

8.8.3 Attaching Party may accept a valid estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn.

8.8.4 Non-OTMR Survey Billing - no Make-Ready Work or OTMR Review on Merits Billing. Immediately following completion of the Non-OTMR Survey or OTMR Review on Merits, AT&T will true up the billing for costs associated with an Application by comparing estimated to actual costs, and issue either an invoice for the additional costs or refund for the overpayment. For Non-OTMR with no Make-Ready Work, AT&T will issue the associated Occupancy Permit upon completion of the Non-OTMR Survey.

8.8.5 Non-OTMR Survey Billing with Make-Ready Work. The true-up of estimated to actual Non-OTMR Survey costs occurs upon AT&T's completion of Make-Ready Work and will incorporate the true-up of estimated to actual Make-Ready Work costs.

8.8.6 With respect to Make-Ready Work, AT&T will assign any costs associated with the correction of existing conditions to the entity(ies) that caused the existing condition requiring correction, less the cost of any betterments Attaching Party requested.

8.9 Make-Ready Work. For Non-OTMR, upon receipt of payment(s) specified in Section 8.8, AT&T will notify immediately and in writing Attaching Party and all known Other Users affected by the Make-Ready Work required for Attaching Party's attachment(s). For OTMR, Attaching Party will provide notice to AT&T and affected Other Users at least 15 days prior to performing the Make-Ready Work. For Non-OTMR self-help remedy Make-Ready Work, as described below in Section 8.12, Attaching Party must provide at least 5 days' notice to AT&T and affected Other Users.

8.9.1 For Non-OTMR, the notice from AT&T will:

8.9.1.1 Specify the location and type of Make-Ready Work to be performed;

8.9.1.2 For Pole attachments in the communications space, set a date for completion of Make-Ready Work no later than 30 days after notification is sent (or 75 days in the case of larger orders as specified in Section 8.10.2);

8.9.1.3 For Pole attachments above the communications space, set a date for completion of Make-Ready Work no later than 90 days after notification is sent (or 135 days in the case of larger orders as specified in Section 8.10.2);

8.9.1.4 State that any entity with an existing attachment may modify the attachment consistent with the specified Make-Ready Work before the date set for completion;

8.9.1.5 For Pole attachments, state that if Make-Ready Work is not completed by the completion date, Attaching Party may utilize an Authorized Contractor to complete the specified Make-Ready Work pursuant to 47 C.F.R. §1.1411(i)(2), or in Kentucky, 807 KAR 5:015 Section 4(9)(b), as applicable, with the exception of any Pole replacement itself;

8.9.1.6 For Conduit and Ducts, set a date for completion of Make-Ready Work based upon the amount and complexity of work required; and

8.9.1.7 State the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.

8.9.2 Attaching Party's notice for either Non-OTMR self-help remedy or OTMR, as applicable, must, at a minimum:

8.9.2.1 Specify the date/time, location, and type of Make-Ready Work to be performed;

8.9.2.2 State the name of the Authorized Contractor performing the Make-Ready Work; and

8.9.2.3 Provide AT&T and affected Other Users an opportunity to be present, at their own expense, to observe the Make-Ready Work.

8.9.3 OTMR or Self-Help Remedy for Non-OTMR Make-Ready Work. Make-Ready Work Attaching Party or its Authorized Contractor performs must be performed in accordance with AT&T's specifications and the same standards and practices AT&T and its contractors follow, and if applicable, Other User's standards and practices. AT&T must approve in writing, prior to implementation, any proposed deviations from the Make-Ready Work design AT&T provided. Neither Attaching Party nor its Authorized Contractors will conduct such work in any manner which degrades the integrity of AT&T's Structure or interferes with any existing use of AT&T's or any Other User's facilities.

8.9.3.1 For OTMR, if Attaching Party discovers, upon commencement of Make-Ready Work, that Complex Make-Ready Work will be required, all Make-Ready Work must stop, and Attaching Party must immediately notify AT&T. No pole replacements are allowed for Non-OTMR self-help Make-Ready Work.

8.9.3.2 If Attaching Party or its Authorized Contractor completes Make-Ready Work, Attaching Party must notify AT&T and affected Other Users within 15 days of completion. AT&T's or Other User's inspection and any nonconformances subsequently identified will be subject to the requirements listed in 47 C.F.R. §1.1411(i)(2)(iii) or 47 C.F.R. §1.1411(j)(5), as applicable to non-OTMR or OTMR, respectively.

8.9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T is responsible for notifying Other Users pursuant to this Section, Attaching Party will arrange payment with Other Users regarding expenses Other Users incur to accommodate the attachment or placement of Attaching Party's facilities in or on AT&T's Structure.

8.9.5 Non-OTMR- True-Up of Estimated to Actual Costs for AT&T Facility Make-Ready Work. Upon completion of Make-Ready Work or notice from Attaching Party pursuant to Section 8.9.3.1, AT&T will true up AT&T's estimated costs for the associated Application with the actual costs AT&T incurred and issue either an invoice for the additional costs or refund for the overpayment. Attaching Party will be responsible for negotiating actual cost billing, if desirable, with Other Users.

8.10 Timelines. The following timelines apply:

8.10.1 AT&T will apply the timeline described in Sections 8.4, 8.5, 8.8, and 8.9 to all Attaching Party Applications for Pole attachment when the sum of Poles, on the current Application and those received from Attaching Party during the preceding 30 days, does not exceed the lesser of 300 Poles or 0.5% of AT&T's Poles in the applicable state.

8.10.2 AT&T may add 15 days to the Non-OTMR Survey period described in Section 8.4, as well as the OTMR Review on Merits, for all Applications from Attaching Party when the sum of Poles on Attaching Party Applications, current and received within the preceding 30 days, exceeds the limits described in Section 8.10.1 but is smaller than the lesser of 3,000 Poles or 5% of AT&T's Poles in the applicable state. Furthermore, under these circumstances AT&T may add 45 days to the Make-Ready Work period described in Section 8.9.

8.10.3 The Parties will negotiate in good faith the timing when the sum of Poles on Attaching Party Applications, including the current Application and those received during the preceding 30 days, for Pole attachment exceed the lesser of 3,000 Poles or 5% of AT&T's Poles in the applicable state.

8.11 AT&T's Deviation. AT&T may deviate from the time limits specified in this Section 8:

8.11.1 Before offering an estimate of charges on a Non-OTMR Application, if the Parties have no Agreement specifying the rates, terms, and conditions of attachment.

8.11.2 Before issuing an Occupancy Permit associated with an OTMR Application, if the Parties have no Agreement specifying the rates, terms, and conditions of attachment.

8.11.3 During performance of Make-Ready Work for good and sufficient cause that renders it infeasible for AT&T to complete the Make-Ready Work within the prescribed timeframe. If so, AT&T will immediately notify, in writing, Attaching Party and affected Other Users with existing attachments on the affected Poles, and include the reason for, date, and duration of the deviation. AT&T may deviate from the time limits specified in this Section 8 for a period no longer than necessary and will resume Make-Ready Work performance without discrimination when it returns to routine operations.

8.12 Attaching Party's Deviation – Self-Help Remedies. Attaching Party may deviate from the time limits specified in this Section 8 in accordance with 47 C.F.R. §1.1411(i), or in Kentucky, 807 KAR 5:015 Section 4(9), as applicable:

8.12.1 If AT&T fails to respond as specified in Section 8.4, Attaching Party may hire an Authorized Contractor to complete the Non-OTMR Survey. Attaching Party must provide AT&T the results of the Non-OTMR Survey in order for AT&T to assign space to Attaching Party and provide a Non-OTMR Estimate.

8.12.2 When Make-Ready Work is not completed by the date specified under Section 8.9.1.2 or 8.9.1.3 notice and is not excluded from the Authorized Contractor process under Section 2.3.1, Attaching Party may hire an Authorized Contractor to complete such Make-Ready Work.

8.12.3 When Make-Ready Work is not completed by the date specified under Section 8.9.1.2 notice and is excluded from the Authorized Contractor process under Section 2.3.1, AT&T and Attaching Party will work together to reach an equitable solution for both Parties.

8.12.4 Attaching Party may request the addition of any contractor, that meets the minimum qualifications in 47 C.F.R §§ 1.1412(c)(1)-(5), or in Kentucky, 807 KAR 5:015 Section 5(3), as applicable, to AT&T's published list of contractors by submitting the Authorized Contractor Proposal Form, available at AT&T's CLEC Online website, and AT&T may not unreasonably withhold its consent. Proposed contractors must be submitted, as applicable, at least: (a) 3 business days in advance of performing the Make-Ready Survey; or (b) 15 days in advance of sending the notice for Make-Ready Work. If AT&T denies the addition of any contractor, AT&T will advise Attaching Party of the basis for denial in accordance with the requirements of 47 C.F.R. § 1.1412(b)(2), or in Kentucky, 807 KAR 5:015 Section 5(3), as applicable. Attaching Party must choose from AT&T's published list of Authorized Contractors, which may include a contractor Attaching Party submitted, if AT&T has not withheld consent.

8.13 Occupancy Permit and Attachment. After all required Make-Ready Work is completed, AT&T will issue an Occupancy Permit confirming that Attaching Party may attach specified facilities to AT&T's Structure. Alternatively, the Occupancy

Permit will be issued: (a) for Non-OTMR with no Make-Ready Work requirements upon approval of the Application, which is coincident with the completion of the Non-OTMR-Survey; or (b) for OTMR, upon completion of the OTMR Review on Merits with an approval of the associated Application as described in Section 8.5 above.

8.14 Except as expressly stated to the contrary in individual Occupancy Permits issued hereunder, each Occupancy Permit issued pursuant to this Agreement incorporates all terms and conditions of this Agreement, whether or not such terms or conditions are expressly incorporated by reference on the face of the Occupancy Permit itself.

9.0 ADDITIONAL CAPACITY

9.1 Reimbursement for the Creation of Additional Capacity. If Attaching Party utilizes space or capacity in or on any AT&T Structure that was created by a modification AT&T or an Other User funded and such modification rendered possible Attaching Party's attachment, Attaching Party may be required, when AT&T or Other User so requests, to pay its pro-rata share of the modification to AT&T or Other User. Such pro-rata share will be calculated at the depreciated value of the Structure that was modified, provided that AT&T or the Other User that shared in the cost of such modification has records detailing the cost of the modification and the current depreciated value of the Structure the modification created.

9.2 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of Make-Ready Work performed to accommodate Attaching Party's facilities, Attaching Party will not have a preferential right to utilize such additional capacity in the future and will not be entitled to any fees subsequently paid to AT&T for the use of such additional capacity. If AT&T or an Other User utilizes additional space or capacity created at Attaching Party's expense, AT&T or the Other User may reimburse Attaching Party on a pro-rata basis for its share, if any, of Attaching Party's capacity expansion at the depreciated value of the Structure that was modified. In order to potentially qualify for such reimbursement, Attaching Party must provide records detailing the costs of the additional capacity, calculated in a way that is reasonable in light of the full costs of the Make-Ready Work. AT&T will not be required to collect or remit any such amounts to Attaching Party to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

10.0 CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

10.1 Responsibility for Placing Facilities. Attaching Party is solely responsible for: (a) the actual placement of its facilities in or on AT&T's Structure; and (b) all costs and expenses incurred by it or on its behalf in connection with such activities.

10.2 Construction Schedule. After the issuance of an Occupancy Permit, Attaching Party will provide AT&T with a construction schedule and thereafter keep AT&T informed of anticipated changes in the construction schedule.

10.3 Attachment Position. The approved Application will specify the point of attachment at each Pole for Attaching Party's facilities, and, generally, Attaching Party's facilities will be attached above AT&T's facilities. When the facilities of more than one party are involved, AT&T will attempt, to the extent practicable, to designate the same relative position on each Pole for each party's facilities.

10.4 If Attaching Party proposes to deviate from the installation design AT&T approved during the Application process, it must obtain AT&T's approval and authorization in writing prior to implementation.

10.5 Completion of Attaching Party's Construction. For each Attaching Party facility placed in or on AT&T's Structure, Attaching Party will provide notice to AT&T within 20 calendar days of Attaching Party's completion of construction of its attachment in accordance with the AT&T-approved Application. Make-Ready Work completion notifications, if applicable, are separate and described in Section 8.9.3.1.

11.0 USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

11.1 Routine Maintenance of Attaching Party's Facilities. Each Occupancy Permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located in or on AT&T's Structure. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's Occupancy Permit. Notwithstanding the foregoing, Attaching Party may Overlash its facilities in accordance with applicable safety specifications, as necessary, without approval from, but with notice to, AT&T.

11.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance Ducts will be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however, AT&T must schedule the use of the Maintenance Duct. A person or entity using the Maintenance Duct for non-emergency maintenance or repair activities must immediately notify AT&T of such use and must either vacate the Maintenance Duct within 30 days or, with AT&T's consent, which consent will not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement Maintenance Duct (or, if the designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available in the Conduit section for all occupants' use within 30 days after such person or entity occupies the Maintenance Duct. Cables temporarily placed in the Maintenance Duct on a non-emergency basis will be subject to such accommodations as may be necessary to rectify emergencies, which may occur while the Maintenance Duct is occupied.

11.3 Attaching Party will maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Agreement) and all Occupancy Permits issued hereunder. Attaching Party is solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Attaching Party's facilities, and for directing the activities of all persons acting on Attaching Party's behalf while they are physically present in, on, or in the immediate vicinity of AT&T's Structure.

12.0 MODIFICATION OF ATTACHING PARTY'S FACILITIES

12.1 Notification of Planned Modifications. Attaching Party must notify AT&T in writing at least 60 days prior to adding to, relocating, replacing, or otherwise modifying its facilities already attached to AT&T's Structure. The notice must contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present Occupancy Permit or requires a new or amended Occupancy Permit.

12.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities of the same or lesser weight, occupying the same AT&T Structure, and may Overlash additional cables to its own existing facilities without approval from, but with notice to, AT&T. Attaching Party must notify AT&T of any Make-Ready Work necessary to accommodate Attaching Party's Overlashing.

12.3 Attaching Party must provide at least 15 days' advance notice prior to any Overlashing that it conducts or permits, and warrants that any Overlashing Attaching Party conducts or permits (via a third party or contractor), meets the following requirements: (a) the Overlashing complies with the standards referenced in this Agreement; (b) Attaching Party has computed the Pole loading with the additional Overlashed facility, and the Pole will not be overloaded with the addition of the Overlashed facility; and (c) Attaching Party has determined that no Make-Ready Work is necessary to accommodate the Overlashed facility, or will ensure that any Make-Ready Work necessary will be conducted before the Overlashing occurs. Such notice must include a map indicating the affected Poles. Attaching Party agrees to indemnify AT&T should any of the preceding warranties be breached.

12.3.1 Attaching Party must ensure any Other User seeking to Overlash Attaching Party's facilities has a current, executed agreement with AT&T for Structure access before allowing such Overlashing.

12.3.2 Attaching Party must notify AT&T within 15 days of completing any Overlashing.

12.3.3 AT&T reserves the right to complete an inspection of such Overlashing.

13.0 REARRANGEMENTS/TRANSFERS OF ATTACHING PARTY'S FACILITIES

13.1 Rearrangements/Transfers of Attaching Party's Facilities. Attaching Party will cooperate with AT&T and Other Users in making rearrangements/transfers to/from AT&T Structure as may be necessary, and costs Attaching Party incurs in making such rearrangements/transfers will be borne by the Party causing such rearrangements/transfers unless a statute or ordinance requires otherwise.

13.2 Except for Make-Ready Work requirement notifications and emergencies, AT&T will give Attaching Party not less than 60 days' prior written notice of the need for Attaching Party to rearrange/transfer its facilities pursuant to this Section. The notice will state the date by which Attaching Party must complete the rearrangements/transfers. If Attaching Party

does not rearrange/transfer its facilities by the prescribed time, AT&T may rearrange/transfer those facilities at Attaching Party's expense. In no event will AT&T be liable to Attaching Party or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement/transfer, except to the extent caused by AT&T's gross negligence.

14.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Responsibility for Emergency Repairs; Access to Maintenance Duct or Manholes During Emergencies. In general, each Party is responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make its repairs.

14.1.1 Nothing contained in this Agreement requires either Party to perform any repair or service restoration work of any kind with respect to the other Party's or Other Users' facilities.

14.1.2 Maintenance Ducts will be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however, that an entity using the Maintenance Duct for emergency repair activities must notify AT&T within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T Conduit System and using the Maintenance Duct for emergency restoral purposes. The notice must include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, as defined in Section 14.3, first. Attaching Party may use existing spare Ducts for restoration purposes, provided the spare Ducts are restored after restoration work is complete. If Attaching Party does not return any spare Duct(s), AT&T will assign such Duct(s) to Attaching Party and issue an Occupancy Permit.

14.1.3 Attaching Party must either vacate the Maintenance Duct within 30 days or, with AT&T's written consent, rearrange its facilities to ensure that at least one full-sized replacement Maintenance Duct (or, if the designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available in the Conduit section for all occupants' use within 30 days after Attaching Party occupies the Maintenance Duct. If Attaching Party fails to vacate the Maintenance Duct as described above, AT&T may install a maintenance Conduit at Attaching Party's expense.

14.1.4 When an emergency arises that requires Attaching Party's immediate access to AT&T Manhole(s) without a corresponding need to use a Maintenance Duct, Attaching Party must contact AT&T with a detailed description of the issue as soon as reasonably practical to notify AT&T of such access requirement, and AT&T will not unreasonably withhold access. For the purposes of this Section, an emergency is a situation where Attaching Party's cable has failed, constituting a disruption in service to Attaching Party's end users.

14.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T construction district where Attaching Party uses AT&T's Structure, Attaching Party will provide AT&T with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and thereafter notify AT&T of changes to such information.

14.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T, Attaching Party, and Other Users will coordinate repair and other work operations in emergency situations involving service disruptions. The affected parties will immediately resolve all disputes at the site in accordance with the following principles.

14.3.1 Emergency service restoration work requirements have the highest precedence.

14.3.2 Except as the parties otherwise agree, restoration of lines for emergency services providers (e.g., 911, fire, police, national security, and hospital lines) will be given the highest priority, and temporary occupancy of the Maintenance Duct (and, if necessary, other unoccupied Ducts) will be assigned in a manner consistent with this priority. Restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency will have secondary priority. The parties will exercise good faith in assigning priorities, base their decisions on the best information then available to them at the work site, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

14.3.3 AT&T will determine the order of precedence of work operations and assignment of Duct space in the Maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that AT&T will make these decisions on a nondiscriminatory basis in accordance with the principles set forth in this Section.

14.4 Emergency Pole Replacements.

14.4.1 When emergency Pole replacements are required, AT&T will promptly make a good faith effort to notify Attaching Party of the emergency and determine whether Attaching Party will respond to the emergency in a timely manner.

14.4.2 If AT&T notifies Attaching Party that an emergency exists which will require the replacement of a Pole, Attaching Party will transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement Pole, the transfer will be in accordance with AT&T's placement instructions.

14.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party will so advise AT&T and thereby authorize AT&T (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf and at Attaching Party's expense.

14.5 Expenses Associated with Emergency Repairs. Each Party will bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency Pole replacements made in accordance with the provisions of this Section.

14.5.1 Each Party bears responsibility for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's facilities.

14.5.2 Attaching Party will reimburse AT&T for the costs AT&T incurred for work AT&T performed on Attaching Party's behalf in accordance with the provisions of this Section.

14.6 Pole Replacements for Other than Emergencies. AT&T will give Attaching Party not less than 60 days' prior written notice of the need for Attaching Party to transfer its facilities as the result of routine Pole replacements. The notice will state the date by which Attaching Party must complete such transfers. If Attaching Party does not transfer facilities within the noted time, AT&T, at its sole discretion, may complete those facility transfers at Attaching Party's expense. For non-OTMR-initiated Pole replacements, AT&T will provide notice in accordance with the applicable federal or state rules, and after notification deadline lapses, AT&T or Other User may complete associated facility transfers using an Authorized Contractor at AT&T's or Other User's expense. In no event will AT&T be liable to Attaching Party for damages or other harm caused by or in connection with any such transfers AT&T or Other User completed, except to the extent caused by AT&T's gross negligence.

15.0 AT&T INSPECTION OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE

15.1 Post-Construction Inspections. AT&T may, at AT&T's sole discretion, conduct a post-construction inspection of Attaching Party's facilities in or on AT&T's Structure. The purpose for this type of inspection is determining the conformance of the attachment(s) to the Occupancy Permit(s) and standards identified in Section 6. AT&T will endeavor to notify Attaching Party of the proposed date and time prior to the post-construction inspection, so that Attaching Party may accompany AT&T on the post-construction inspection. AT&T will communicate findings of nonconformance to Attaching Party as soon as practical. Attaching Party will reimburse AT&T for Non-OTMR post-construction inspections conducted within 90 days of Attaching Party's notice of construction completion.

15.2 Right to Make Routine or Spot Inspections. AT&T has the discretionary right, but not the obligation, to make Routine or Spot Inspections of all facilities attached to AT&T's Structure to help ensure compliance with the standards identified in Section 6. AT&T will give Attaching Party advance notice of Routine Inspections involving Attaching Party's facilities.

15.3 Cost of Routine or Spot Inspection. With the exception of any state law or regulation providing otherwise, if Attaching Party's facilities are found to be in compliance with this Agreement, AT&T will not charge Attaching Party for the cost of a Routine or Spot Inspection. However, if AT&T determines Attaching Party's facilities are not in compliance with

this Agreement, AT&T may charge Attaching Party for the cost of the Routine or Spot Inspection, as applicable to the particular item of Structure with the noncompliant attachment.

15.4 Notice of Noncompliance. If, pursuant to a post-construction, Routine, or Spot Inspection, AT&T determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement or applicable Occupancy Permit, AT&T may send notice to Attaching Party specifying the alleged noncompliance. Attaching Party will acknowledge receipt of the notice as soon as practicable.

15.5 Disputes over Alleged Noncompliance. Attaching Party must notify AT&T within 60 days of the Notice of Noncompliance, if Attaching Party disputes AT&T's assertion that Attaching Party's facilities are not in compliance, and Attaching Party must provide, in writing, the basis for Attaching Party's objection to the assertion that its facilities are noncompliant.

15.6 Bringing Facilities into Compliance. Attaching Party must bring its noncompliant facilities into compliance within 90 days of the Notice of Noncompliance when no Make-Ready Work is required. If any Make-Ready Work or modification work to AT&T's Structure is required to bring Attaching Party's facilities into compliance, Attaching Party must provide notice to AT&T, and the Make-Ready Work or modification will be treated in the same fashion as Make-Ready Work or modifications for a new request for attachment. In any event, if the violation creates a hazardous condition, Attaching Party must bring facilities into compliance upon notification. Attaching Party must notify AT&T when it has brought the facilities into compliance.

15.7 No Liability on AT&T. Neither AT&T's inspection of Attaching Party's facilities nor any failure to inspect such facilities operates to impose any liability of any kind whatsoever on AT&T or to relieve Attaching Party of any responsibility, obligation, or liability.

15.8 Failure to Bring Facilities into Compliance. If Attaching Party fails to bring its facilities into compliance within 90 days or provide AT&T with proof sufficient to persuade AT&T that AT&T erred in asserting that the facilities were not in compliance, AT&T may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including, but not limited to, correcting any conditions which do not meet the specifications of this Agreement. If Attaching Party fails to bring its facilities into compliance with the Occupancy Permit and/or the standards set forth in this Agreement, it will be deemed a Continuing Violation.

15.9 AT&T's Correction of Conditions. If AT&T elects to bring Attaching Party's facilities into compliance, the provisions of this Section apply.

15.9.1 AT&T will, whenever practicable, notify Attaching Party in writing before performing such work. The written notice will describe the nature of the work AT&T will perform and the schedule for performing the work.

15.9.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T Manhole, AT&T may, at Attaching Party's expense, reattach them but has no obligation to do so.

15.9.3 AT&T will, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party may inspect the facilities and take such steps, as Attaching Party may deem necessary, to ensure the facilities meet Attaching Party's performance requirements.

15.10 Attaching Party to Bear Expenses. Attaching Party will bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any Occupancy Permit issued hereunder requires Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

15.11 Inventory Survey. As often as required by law, or no more than once every 5 years, AT&T has the right, upon 60 days' notice to Attaching Party, to determine the total number and exact location of Attaching Party's attachments on AT&T Poles and/or Conduit through a physical survey AT&T or its agent conducts. Attaching Party has the right to participate in the survey. AT&T, Attaching Party, and Other Users will proportionately share the costs AT&T incurs to conduct the physical inventory of the attachments to the applicable AT&T Structure.

16.0 TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

16.1 Tagging Facilities. Attaching Party must tag or otherwise mark all Attaching Party's facilities, placed in or on AT&T's Structure, in a manner sufficient to identify Attaching Party's facilities. In the case of existing attachments, Attaching Party will tag such attachments on Attaching Party visits for the performance of maintenance or other work on those attachments. Attaching Party's facilities on AT&T's Poles must be tagged at each Pole attachment and Attaching Party's facilities in AT&T's Conduits must be tagged inside each Manhole and Handhole so as to identify Attaching Party as the owner of the facilities. On aerial attachments, the tags must be of sufficient size and lettering to be easily read from the ground.

16.2 Notice to Attaching Party. If AT&T finds any of Attaching Party's facilities attached to AT&T's Structure without an Occupancy Permit, AT&T, without prejudice to other rights or remedies available to AT&T under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, will send written notice to Attaching Party advising that no Occupancy Permit is presently in effect with respect to the facilities, and Attaching Party must, within 30 days, respond to the notice as provided in Section 16.3 of this Agreement.

16.3 Attaching Party's Response. Within 30 days after receiving a notice under Section 16.2 of this Agreement, Attaching Party must acknowledge receipt of the notice and: (a) submit to AT&T an existing Occupancy Permit covering the alleged unauthorized attachments; (b) if an Occupancy Permit does not exist, submit an Application under Section 8; or (c) notify AT&T in writing that the unauthorized attachment does not belong to Attaching Party.

16.4 Charges for Unauthorized Attachments. Attachment fees accrue while the unauthorized facilities are attached in or on AT&T's Structure. In addition, Attaching Party will: (a) be liable for an unauthorized attachment fee as specified in Section 18 of this Agreement; (b) rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards; (c) remove its facilities from any space occupied by or assigned to AT&T or Other User; and (d) pay AT&T for all costs AT&T incurs in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

16.5 Removal of Unauthorized Attachments. If Attaching Party does not apply for a new or amended Occupancy Permit as set forth in Section 16.3, AT&T will advise Attaching Party in writing to remove its unauthorized facilities not later than 60 days from the notice date. If the facilities have not been removed within the time specified in the notice, AT&T may, at AT&T's option, remove Attaching Party's facilities at Attaching Party's expense.

16.6 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T's Facilities. AT&T's acts or alleged failure(s) to act with regard to any unauthorized attachment or unauthorized use of AT&T's Structure will not constitute AT&T's ratification of the unauthorized attachment or use, nor will Attaching Party's payment of fees and charges for unauthorized attachments exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

17.0 REMOVAL OF ATTACHING PARTY'S FACILITIES

17.1 When Attaching Party no longer intends to occupy space in or on AT&T's Structure, Attaching Party must provide written notification to AT&T that it wishes to terminate the Occupancy Permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Attaching Party's facilities, the Occupancy Permit will terminate, and the space available for reassignment.

17.1.1 Attaching Party will bear all expenses arising out of or in connection with the removal of its facilities from AT&T's Structure.

17.1.2 Except as the Parties otherwise agree upon in writing, Attaching Party must, after removing its facilities, plug all previously occupied Ducts at the entrances to AT&T's Manholes.

17.1.3 Attaching Party bears sole responsibility for the removal of its own facilities from AT&T's Structure.

17.2 At AT&T's request, Attaching Party must, as soon as reasonably practical, remove Attaching Party's facilities, which are no longer in active use, from AT&T's Structure. When AT&T reasonably believes that Attaching Party's facility is no longer in service, upon request, Attaching Party will: (a) provide proof satisfactory to AT&T that Attaching Party's facility is in active service; or (b) remove or repair the facility as soon as reasonably practical. Attaching Party may not abandon any of its facilities by leaving such facilities in or on AT&T's Structure.

17.3 Removal Following Occupancy Permit Termination. Attaching Party must remove its facilities from AT&T's Structure within 60 days of Occupancy Permit termination.

17.4 Removal Following Facilities Replacement. Attaching Party must remove its facilities no longer in service from AT&T's Structure within 60 days after the date Attaching Party replaces existing facilities in or on AT&T's Structure with substitute facilities.

17.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities in or on AT&T's Structure would cause a forfeiture of AT&T's rights to occupy the property where such Structure is located, AT&T will promptly notify Attaching Party in writing and Attaching Party will not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, Other Users, and third-party property owners and cooperatively take such other steps as may be necessary to avoid the removal of Attaching Party's facilities.

17.6 Notice of Intent to Remove, and Removal of, Attaching Party Facilities. If Attaching Party fails to remove its facilities from AT&T's Structure in accordance with the provisions of Sections 17.1-17.5 of this Agreement, AT&T may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T will give Attaching Party not less than 60 days' prior written notice of its intent to remove Attaching Party's facilities pursuant to this Section.

17.7 AT&T's Removal of Facilities. If AT&T removes any of Attaching Party's facilities pursuant to this Section, Attaching Party must reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.0 RATES, FEES, CHARGES, AND BILLING

18.1 Recurring Rates and One-Time Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All recurring rates, and some one-time fees, associated with Attaching Party's access to AT&T's Structure as outlined in this Agreement will be set forth on a pricing sheet available via AT&T's CLEC Online website: https://clec.att.com/clec/shell.cfm?section=64&redirectsection=68#Structure%20Access. All rates, one-time fees, and changes thereto, are subject to all applicable federal and state laws, rules, regulations, and commission orders.

18.2 Unauthorized Attachments.

18.2.1 Upon AT&T's discovery of unauthorized attachments in an Inventory Survey or Attaching Party's self-report of unauthorized attachments and written notice of said unauthorized attachments (including location), Attaching Party will pay AT&T the back-rent, including interest, that would have been due for these attachments, up to 5 times the annual rent per attachment for each unauthorized attachment.

18.2.2 If Attaching Party declines to participate in an Inventory Survey (i.e., providing the locations of its existing attachments), and AT&T discovers an unauthorized Attaching Party attachment, AT&T will also be entitled to invoice Attaching Party a sanction of $100.00 for each such unauthorized attachment AT&T discovers.

18.2.3 Attaching Party can avoid the sanction referenced in Section 18.2.2 by submitting an Application within 60 days of receiving AT&T's written notice, correcting any safety violations within 180 days, and advising AT&T that it has done so.

18.3 Changes to Rates and Fees. Subject to applicable federal and state laws, rules, regulations, and orders, AT&T has the right to change the rates and fees associated with this Agreement. AT&T will provide notice of changes in rates or fees, and their effective date, to Attaching Party via one or both of the following ways at least 60 calendar days before the specific changes being made take effect: (a) posting an Accessible Letter to the AT&T CLEC Online (https://clec.att.com/clec/) and/or Prime Access (https://primeaccess.att.com/) websites; or (b) sending a notification directly to Attaching Party. If the changes outlined in the notice are not acceptable to Attaching Party, Attaching Party may either: (a) seek renegotiation of this Agreement; (b) terminate this Agreement; or (c) seek relief through the dispute resolution process in Section 29 of this Agreement.

18.4 Late Fees. In the event Attaching Party fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest accrues on the unpaid balance thereof at the rate of 1 ½% or the maximum interest rate permitted by law, whichever is the lesser amount per month, for each month from the expiration of such period until AT&T receives payment.

18.5 Billing Information. AT&T will bill Attaching Party at the following address and use the following information to contact Attaching Party regarding invoices:

NOTICE CONTACT	**Attaching Party**
NAME/TITLE	Diana Bartlett Accounting Specialist, OpenFiber Kentucky
STREET ADDRESS	1700 Eastpoint Parkway, Ste 230
CITY, STATE, ZIP CODE	Louisville, KY 40223
TELEPHONE NUMBER	(502) 586-7700 ext: 157
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	diana.bartlett@accelecom.net

Attaching Party may unilaterally change its designated contact name, address, telephone number, facsimile number, and/or email address (collectively, Contact Information) for billing by giving written notice to AT&T in compliance with Section 20. Unless explicitly stated otherwise, any change to the Contact Information will replace such information currently on file. Any Notice to change the Contact Information regarding billing invoices will be deemed effective 10 calendar days following AT&T's receipt.

19.0 RADIO FREQUENCY REQUIREMENTS FOR ANY WIRELESS ATTACHMENTS

19.1 Attaching Party is responsible for the radio frequency (RF) emissions emitted by its equipment and will comply with all FCC regulations regarding RF exposure limitations. Attaching Party must comply with all FCC and applicable state rules pertaining to RF exposure limits, including install appropriate signage to alert workers and the public of the potential for exposure to RF emissions in excess of the FCC limits and how to avoid that excess exposure.

19.1.1 Attaching Party must submit, as part of its obligation under Section 10.5, digital photographs depicting the alert signage and an RF compliance analysis report demonstrating the distance, on a horizontal plane from the transmission source, where RF exposure exceeds the FCC's general population exposure limits. The RF compliance analysis report must include the combined exposure from all nearby sources, and the alert signage and its placement must reflect the combined exposure distances. Signage updates may require working with Other User(s) to ensure Other User signage is updated.

19.1.2 At any time after the notification required by Section 10.5 and described in the preceding section, any software-enabled or hardware changes that increase the input power level, change the operating frequency, add any additional transmission sources, or add an operating frequency at an existing site requires Attaching Party to submit an updated RF compliance analysis report to AT&T, whether or not the original configuration exceeded the FCC's general population exposure limits.

19.1.3 Upon notice from AT&T or another party needing access to areas near Attaching Party's transmitting equipment, Attaching Party will deactivate the equipment and keep it deactivated until receiving notice that the work is complete. Upon receipt of notice, Attaching Party may reactivate the transmitting equipment.

19.2 Attaching Party is under a duty and obligation in connection with the operation of its own facilities, now existing or in the future, to protect against RF interference to the RF signals of any party legally utilizing AT&T Structure, as applicable, as may emanate or arise. Attaching Party must endeavor to correct any interference Attaching Party's RF emissions create to the RF signals of any Other User legally utilizing AT&T Structure. In the event AT&T's operations interfere with Attaching Party's lawful use of its RF signals, AT&T and Attaching Party will cooperate to stop such

interference.

19.3 Attaching Party will install a power cut-off switch on every AT&T Pole to which it has attached facilities that can emit RF energy. AT&T's authorized field personnel will contact Attaching Party's designated point of contact not less than 24 hours in advance to inform Attaching Party of the need for a temporary power shutdown. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the power-down will be with such advance notice as may be practicable. In all instances, once the work has been completed, and the workers have departed the exposure area, the party who accomplished the power-down will restore power and inform Attaching Party as soon as possible that power has been restored.

19.3.1 Attaching Party may deviate from the power cut-off switch requirement, when it demonstrates, via an RF compliance analysis report, that RF emissions emanating from the antenna do not exceed the FCC's general population exposure limits in any plane at any distance from the antenna transmission point.

19.3.2 Any time after the original installation, should any software-enabled or hardware changes increase the input power level, change the operating frequency, or add an operating frequency at an existing site and the resulting updated RF compliance analysis report indicates the site consequently exceeds the FCC's general population exposure limits, Attaching Party must retrofit the site with a power cut-off switch.

19.4 Emergency After Hours Contact Information. Attaching Party must provide emergency after hours contact information to AT&T. Attaching Party must include signage which indicates Attaching Party's emergency contact information and NESC-required information.

19.5 Installation and Upkeep of Sign(s). Attaching Party is responsible for the installation and upkeep of its sign(s) on each Pole. The signage will be placed so that it is clearly visible to workers who climb the Pole or ascend by mechanical means. The sign(s) will contain the information the FCC or applicable state agency approved for such signs, or in the absence of such standards, the information the industry commonly uses for such sign(s).

20.0 NOTICES

20.1 Operational Contact Information. Contact information for operational issues including Applications for Occupancy Permits, Make-Ready Surveys, Make-Ready Work, and other day-to-day matters concerning Structure access.

20.1.1 AT&T: Region/state-specific contact information is available in an online document found at the following URL: https://clec.att.com/clec/hb/shell.cfm?section=2900&hb=185 under the Contacts section.

20.1.2 Attaching Party:

NOTICE CONTACT	Attaching Party
NAME/TITLE	John Binkley Service Delivery Director
STREET ADDRESS	1700 Eastpoint Parkway, Ste 230
CITY, STATE, ZIP CODE	Louisville, KY 40223
TELEPHONE NUMBER	(502) 586-7600
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	john.binkley@accelecom.net

20.2 Contractual Notice Information. Notices given under this Agreement must be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, must be pursuant to at least one of the following methods:

20.2.1 delivered by electronic mail (email); and/or

20.2.2 delivered by facsimile, provided Attaching Party has provided such information.

20.3 Notices will be deemed given as of the earliest of:

20.3.1 the date of actual receipt;

20.3.2 notice by email is effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, presumed to have been delivered on the date sent; or

20.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.4 Legal Contact Information. Legal notices must be addressed to AT&T using contact information available in an online document found at the following URL: https://clec.att.com/clec/hb/shell.cfm?section=2900&hb=185 under the Contacts section. Legal notices must be addressed to the Attaching Party as follows:

NOTICE CONTACT	Attaching Party Contact
NAME/TITLE	Rosemary Watkins Controller
STREET ADDRESS	1700 Eastpoint Parkway, Ste 230
CITY, STATE, ZIP CODE	Louisville, KY 40223
TELEPHONE NUMBER	(502) 586-7600
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	rosemary.watkins@accelecom.net

*Informational only and not to be considered as an official notice vehicle under this Section.

20.5 Either Party may unilaterally change its designated contact name, address, phone number, facsimile number, and/or email address (collectively, Contact Information) for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20. Unless explicitly stated otherwise, any change to the Contact Information will replace such information currently on file. Any Notice to change the Contact Information for the receipt of Notices will be deemed effective 10 calendar days following receipt by the other Party.

20.6 AT&T communicates official information to Attaching Parties via its Accessible Letter or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website (https://clec.att.com/clec/) on a variety of subjects including declaration of a force majeure, changes to business processes and policies, and other product/service-related notices not requiring an amendment to this Agreement.

21.0 DISCLAIMER OF WARRANTIES

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T'S STRUCTURE IS SUITABLE FOR ATTACHING PARTY'S INTENDED USES OR IS FREE FROM DEFECTS. ATTACHING PARTY MUST, IN EVERY INSTANCE, DETERMINE THE ADEQUACY OF AT&T'S STRUCTURE FOR ATTACHING PARTY'S INTENDED USE.

22.0 INDEMNIFICATION

22.1 Definitions. The following terms have the described meanings when used in Section 22:

22.1.1 **AT&T** means AT&T, as defined in the opening paragraph immediately preceding Section 1, its parents, subsidiaries, affiliates, agents, directors, and employees.

22.1.2 **Claims** means any allegation, claim, demand, or lawsuit, of any kind and character, including but not limited to claims for property damage, personal injury, including sickness, disease, and/or death.

22.1.3 **Liability** means any and all loss, damage, liability, settlement amount, judgment, order, award, cost, fee, fine, penalty, or expense, of every kind and character, including but not limited to costs of defense and attorneys' fees.

22.2 Attaching Party's Indemnification Obligations to AT&T: Attaching Party will indemnify, hold harmless, and, on request, defend AT&T from any Claim or Liability, if such Claim and/or Liability arises out of Attaching Party's work in, on, or in the vicinity of AT&T's Structure and/or Attaching Party's access to or use of AT&T's Structure, except to the extent caused by AT&T's willful or intentional misconduct, or gross negligence.

22.3 AT&T's Indemnification Obligations to Attaching Party: AT&T will indemnify, hold harmless, and, on request defend Attaching Party from any Claim or Liability, if such Claim and/or Liability arises out of AT&T's work in, on, or in the vicinity of AT&T's Structure and/or AT&T's access to or use of AT&T's Structure, except to the extent caused by Attaching Party's willful or intentional misconduct, or gross negligence.

22.4 The Indemnification Obligations Identified in Sections 22.2 and 22.3 include, but are not limited to the following types of Claims and/or Liabilities: (a) workplace Claims and/or Liabilities from employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf; (b) Claims and/or Liabilities brought by Attaching Party's or AT&T's vendors, suppliers, and customers; (c) Claims brought by third parties; (d) environmental Claims and/or Liabilities arising out of or in connection with: (i) an alleged violation or breach by Attaching Party or AT&T, its employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law and/or any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment; (ii) the release or discharge, onto any public or private property of any hazardous substances, regardless of the source of such hazardous substances, by any of Attaching Party's or AT&T's employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf; and/or (iii) the removal, disposal, storage, processing or other handling of any hazardous substances by any of Attaching Party's or AT&T's employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf from the site of any AT&T's Structure; (d) Claims and/or Liabilities for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T or Attaching Party due to the placement or presence of Attaching Party's or AT&T's facilities in or on AT&T's Structure; (e) Claims and/or Liabilities based on Attaching Party's or AT&T's, or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, alleged violation of any third-party's intellectual property rights, including but not limited to Claims and/or Liabilities for copyright infringement, patent infringement, unauthorized use or transmission of television or radio broadcast programs or other material, unauthorized use of any apparatus, appliances, equipment, or parts thereof furnished, installed, and/or utilized by Attaching Party or AT&T; (f) Claims and/or Liabilities based on Attaching Party's or AT&T's, and/or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, furnishing, performance, or use of any material supplied or any product Claims or Liabilities relating to any material supplied; (g) Claims or Liabilities based on Attaching Party's or AT&T's, or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, to comply with any term of this Agreement or any applicable local, state, or federal statute, rule, regulation, ordinance or other law, including but not limited to OSHA; and (h) any Claims and/or Liabilities for economic damages that may arise, including damages for delay or other related economic damages that Attaching Party or AT&T may suffer or allegedly suffer as a result of Attaching Party's or AT&T's performance or failure to perform work.

22.5 With respect to Attaching Party's obligation to procure insurance naming AT&T as an additional insured, as set forth in Section 24, it is Attaching Party's obligation to request and confirm issuance of a waiver of subrogation clause in AT&T's favor.

23.0 LIABILITIES AND LIMITATIONS OF LIABILITY

23.1 AT&T Not Liable to Attaching Party for Acts of Third Parties or Acts of Nature. By affording Attaching Party access to AT&T's Structure, AT&T does not warrant, guarantee, or ensure Attaching Party's uninterrupted use of AT&T's Structure. Except as specifically provided in Section 23.3 of this Agreement, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities in or on AT&T's Structure, and AT&T is not liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 23.3. In no event will AT&T be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of: (a) any Other User or any person acting on behalf of an Other User; (b) any governmental body or governmental employee; (c) any third-party property owner or persons acting on behalf of such property owner; or (d) any permittee, invitee, trespasser, or other person present at

the site or in the vicinity of any AT&T Structure in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event will AT&T be liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Agreement.

23.2 Damage to Facilities. Each Party must exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party must make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.

23.3 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section exempts either Party from any liability, or limits such Party's liability, in contravention of applicable federal or state law.

23.4 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NON-ECONOMICS LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

24.0 INSURANCE

24.1 At all times in which Attaching Party has facilities in or on AT&T Structure, Attaching Party must keep and maintain in force, at its own expense, the minimum insurance coverage and limits set forth below. Attaching Party must require that all contractors, subcontractors and/or any other person acting on Attaching Party's behalf maintain coverage, requirements, and limits at least as broad as those listed below and, with respect to any maintained on a claims-made basis, have a retroactive date prior to the date of initial access to AT&T Structure, evidenced on the Certificate of Insurance and for 2 years thereafter. Attaching Party must procure the required insurance from an insurance company eligible to do business in the state(s) where the work will be performed and having and maintaining a minimum rating of A-: VII from A.M. Best Key Rating Guide.

24.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $1,000,000 for Bodily Injury by disease-policy limits, and $1,000,000 for Bodily Injury by disease-each employee. In states where Workers' Compensation insurance is a monopolistic state-run system, Attaching Party must carry and maintain Stop Gap Employer's Liability insurance with limits of not less than $1,000,000 each accident or disease.

24.1.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit. AT&T, its affiliates, officers, agents, and employees must be endorsed as additional insureds on the Commercial General Liability policy. The liability policies will be primary and non-contributory from any insurance that AT&T maintains. Attaching Party must maintain Products/Completed Operations coverage for at least 2 years following completion of the work.

24.1.3 Umbrella/Excess Liability insurance with limits of at least $5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that AT&T maintains and must include additional insured coverage as required for the underlying Commercial General Liability and Automobile Liability policies.

24.1.4 Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired, and non-owned vehicles. AT&T, its affiliates, officers, agents, and employees must be endorsed as additional insureds on a primary

and noncontributory basis.

24.2 To the extent allowed by law, Attaching Party must waive, and must require all insurers to endorse its policies to waive, any right of recovery, under subrogation or otherwise, in favor of AT&T, its affiliates, subsidiaries, officers, directors, employees and agents, including any deductibles and self-insured retentions.

24.3 Attaching Party must provide AT&T or its third-party administrator Certificates of Insurance and copies of the required endorsements stating the types of insurance and policy limits.

24.4 AT&T agrees to accept Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

24.4.1 Workers' Compensation and Employers Liability: Attaching Party must submit to AT&T its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire, supply such Certificate annually, and obtain Worker's Compensation immediately, satisfying the requirements herein, if the state rescinds the Certificate of Authority to self-insure;

24.4.2 Automobile Liability: Attaching Party must submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement, supply such letter annually, and obtain Automobile Liability insurance immediately, satisfying the requirements herein, if the state rescinds the authority to self-insure; and

24.4.3 General Liability: Attaching Party must provide annually a copy of its most recent audited financial statement with an unqualified opinion from the auditor along with evidence acceptable to AT&T that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's or Standard and Poor's, or a current Dunn and Bradstreet report with a composite credit appraisal of 1 or 2. Attaching Party must obtain Commercial General Liability insurance immediately, satisfying the requirements herein, if it is unable to comply with the financial strength requirements above.

24.4.4 Any self-insured coverage must satisfy the requirements for insurance, including any requirement for additional insured, primary and noncontributory, and waiver of subrogation coverage.

24.5 All insurance required in accordance with this Section must be in effect before AT&T will issue Occupancy Permits under this Agreement. Annually, Attaching Party must provide renewal Certificates of Insurance prior to expiration of any policy.

24.6 Attaching Party must provide AT&T with at least 30 calendar days' advance written notice of cancellation, material reduction, or non-renewal of any of the insurance policies required herein that are not replaced.

24.7 The Parties agree that:

24.7.1 AT&T's failure to demand Certificates of Insurance or to identify a deficiency will not be construed as a waiver of Attaching Party's obligation to maintain the insurance required;

24.7.2 the insurance required does not represent that coverage and limits will necessarily be adequate to protect Attaching Party, nor will it be deemed as a limitation on Attaching Party's liability to AT&T;

24.7.3 Attaching Party may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance; and

24.7.4 Attaching Party is responsible for payment of any deductible or self-insured retention.

25.0 ASSIGNMENT OF RIGHTS

25.1 Sub-Permits. Nothing contained in this Agreement grants Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or Occupancy Permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party will not allow or authorize any third party to place facilities in or on AT&T Structure. Notwithstanding the foregoing, Attaching Party may allow equipment owned by others to be placed within cabinets or on brackets of Attaching Party that are placed on poles, however, Attaching

Party's responsibilities and obligations under this Agreement will be, in all respects, as though such equipment is owned by Attaching Party including and not limited to the obligations under Section 12.

25.2 Assignment. Neither Party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this Section.

25.2.1 AT&T may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T, or which acquires or succeeds to ownership of substantially all of AT&T's assets.

25.2.2 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T's consent but with notice to AT&T as provided for in Section 25.3, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an agreement with Attaching Party (the Transfer Contract), Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement will assume all of Attaching Party's outstanding obligations under the Transfer Contract and provide proof satisfactory to AT&T that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party will not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party will succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under this Agreement, including liability to AT&T for any act, omission, default, or obligation that arose or occurred under this Agreement prior to the date on which such lender or third party succeeds to Attaching Party's rights under the Transfer Contract, as applicable.

25.2.3 Attaching Party may not assign, delegate, or other transfer is rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, change in control, or any other manner, without AT&T's prior written consent. No assignment or transfer by Attaching Party of rights under this Agreement, Occupancy Permit subject to this Agreement, or authorizations granted under this Agreement will be effective until Attaching Party, its successors, and assigns have complied with the provisions of this Section, secured AT&T's prior written consent to the assignment or transfer, if necessary, given AT&T notice of the assignment or transfer pursuant to Section 25.3, and secured AT&T's prior written consent to the assignment or transfer, unless such consent is not necessary pursuant to Section 25.2.2 of this Agreement.

25.3 Notice of Assignment. For any proposed assignment or transfer pursuant to Section 25.2.3, Attaching Party must provide AT&T with a minimum of 120 calendar days' advance, written Notice of any assignment associated with a change or transfer of assets and request AT&T's written consent. Attaching Party's written Notice must include the anticipated effective date of the assignment or transfer. Any attempted assignment or transfer that is not permitted is void as to AT&T and will not be recognized by AT&T unless it consents or otherwise chooses to do so for a more limited purpose. Attaching Party must provide 30 calendar days' notice in writing following any consented-to assignment pursuant to Section 25.2.2.

25.4 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change will be treated as an assignment subject to the provisions of this Section.

25.5 Assignment Does Not Relieve Attaching Party of Prior Obligations. Except as AT&T otherwise expressly agrees in writing, no assignment AT&T permits under this Agreement relieves Attaching Party of any obligations arising under

or in connection with this Agreement, including but not limited to indemnity obligations under Section 22 of this Agreement.

25.6 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement. Additionally, depending on the Effective Date of the Agreement, AT&T may condition its approval of any requested assignment or transfer on the assignee's or successor's execution of a current Structure Access Agreement with AT&T.

26.0 TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

26.1 Subject to notice and the opportunity to cure as provided in Section 26.4 below, individual Occupancy Permits subject to this Agreement terminate if: (a) Attaching Party ceases to utilize the Structure subject to such Occupancy Permit; or (b) Attaching Party's permission to use or have access to particular Structure has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

26.2 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T's Structure must not materially interfere with or impair service over any AT&T or Other User facilities, cause material damage to AT&T's or Other User's plant, impair the privacy of communications carried over AT&T's or Other User's facilities, or create serious hazards to the health or safety of any persons working in, on, or in the vicinity of AT&T's Structure, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Attaching Party violates this provision.

26.3 Termination Due to Non-Use of Facilities or Loss of Required Authority. Subject to notice and the opportunity to cure as provided in Section 26.4 below, this Agreement and all Occupancy Permits subject to this Agreement will terminate if Attaching Party: (a) ceases to have authority to do business or ceases to do business in the applicable state(s); (b) ceases to have authority to provide or ceases to provide cable television services or telecommunications services, as applicable, in any applicable state(s); or (c) ceases to make active use of AT&T's Structure.

26.4 Notice and Opportunity to Cure Breach. In the event either Party claims a breach of this Agreement, the aggrieved Party may give written notice of such claimed breach.

26.4.1 The complaining Party will not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given; and

26.4.2 The breaching Party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days; or

26.4.3 The breaching Party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

26.5 Remedies for Breach. Subject to the provisions of this Section, either Party may terminate this Agreement in the event the other Party materially breaches this Agreement or exercise any other legal or equitable right, which such Party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing Party will be entitled to recover all costs and expenses such Party incurred, including reasonable attorneys' fees.

26.6 Elective Termination. Either Party may terminate this Agreement by giving the other Party at least 6 months prior written notice as provided in this Section. The notice of termination will state the effective date of termination, which date may be no earlier than the last to occur of the following dates: (a) the last day of the current term of this Agreement; or (b) 6 months after the date the notice is given.

26.7 AT&T's Elective Termination. In the event of AT&T's elective termination, AT&T will, within 60 days after the effective date of the elective termination, either initiate negotiations for a replacement agreement for continued access to AT&T's Structure or, at Attaching Party's option, Attaching Party will remove its facilities in accordance with the provisions of Section 17 of this Agreement.

Notwithstanding AT&T's elective termination, this Agreement will remain in full force and effect during good faith negotiations until the replacement agreement is in effect or until this Agreement is otherwise terminated pursuant to its

terms and conditions, whichever occurs first.

26.8 Effect of Elective Termination. Either Party's elective termination of this Agreement, as permitted under Section 26.6 of this Agreement, will not affect either Party's liabilities and obligations incurred under this Agreement prior to the effective date of termination and will not entitle Attaching Party to the refund of any advance payment made to AT&T under this Agreement.

27.0 ASSURANCE OF PAYMENT

27.1 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party will be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen, and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim, or demand is made on AT&T by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performance of such work, AT&T may require, in addition to any security provided under Section 27.2 of this Agreement, that Attaching Party provide payment, performance bonds, letters of credit, and/or such other security as AT&T deems reasonable.

27.2 Bonds or Letters of Credit May Be Required. AT&T may require Attaching Party, Authorized Contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds, letters of credit, or provide other forms of security in amounts and on terms sufficient to guarantee the performance of Attaching Party's obligations arising out of or in connection with this Agreement.

27.2.1 If AT&T requires a bond or similar form of assurance of Attaching Party, an Authorized Contractor, or other personnel acting on Attaching Party's behalf, Attaching Party must promptly submit to AT&T adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed, or materially altered without first providing AT&T 60 days' written notice.

27.2.2 Upon AT&T's request, Attaching Party will provide AT&T with the AT&T Credit Profile form and provide information to AT&T regarding Attaching Party's credit and financial condition.

28.0 NONPAYMENT

28.1 Failure to pay charges is grounds for removal of Structure access furnished under this Agreement. If Attaching Party fails to pay any charges billed to it under this Agreement, including but not limited to any late payment charges, and any portion of such unpaid charges remain unpaid after the bill due date, AT&T will send a notice of unpaid charges to Attaching Party. Attaching Party must remit all unpaid charges to AT&T within 15 calendar days of the notice.

28.2 If Attaching Party desires to dispute any portion of the unpaid charges, Attaching Party must complete all of the following actions not later than 15 calendar days following receipt of AT&T's notice of unpaid charges:

28.2.1 notify AT&T in writing which portion(s) of the unpaid charges it disputes, including the total disputed, together with the reasons for its dispute; and

28.2.2 pay all unpaid charges to AT&T.

28.3 Issues related to disputed amounts will be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 29 below.

28.4 If Attaching Party fails to:

28.4.1 pay any unpaid charges in response to and within 15 calendar days of AT&T's notice of unpaid charges;

28.4.2 timely furnish any assurance of payment requested in accordance with Section 27; or

28.4.3 make a payment in accordance with the terms of any mutually-agreed upon, written payment arrangement, then:

28.4.4 AT&T may, in addition to exercising any other rights or remedies it may have under applicable law; provide written demand to Attaching Party that it pay any of the obligations set forth above within 10 business days.

On or after the day that AT&T provides such written demand to Attaching Party, AT&T may also exercise any

or all of the following options:

28.4.4.1 suspend acceptance of any Application, request, or order from Attaching Party for new or additional Structure access under this Agreement; and/or

28.4.4.2 suspend completion of any pending Application, request, or order from Attaching Party for new or additional Structure access under this Agreement; and/or

28.4.4.3 terminate the associated Occupancy Permit(s), which may result in AT&T exercising its rights under Section 17 of this Agreement.

28.5 Notwithstanding anything to the contrary in this Agreement, AT&T's exercise of any of its options will not delay or relieve Attaching Party's obligation to pay all charges on each and every invoice on or before the applicable bill due date.

29.0 DISPUTE RESOLUTION

29.1 Finality of Disputes.

29.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Any legal action arising in connection with this Agreement must be filed within 24 months after the cause of action accrues, with the exception of a Continuing Violation, or it will be deemed time-barred and waived. The Parties waive any statute of limitations to the contrary. Continuing Violations are specifically exempt from the waiver of any statute of limitations and must be brought within the time set forth in the applicable state's statutes.

29.1.2 Notwithstanding anything contained in this Agreement to the contrary, Attaching Party may dispute only those charges which appeared on a bill dated within the 12 months immediately preceding the date on which AT&T received notice of such disputed amounts.

29.2 Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

29.3 Commencing Dispute Resolution. Dispute Resolution will commence upon one Party's receipt of written Notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written Notice has first been given to the other Party. There are 3 separate Dispute Resolution methods, each of which is described further below:

29.3.1 Billing Dispute Resolution;

29.3.2 Informal Dispute Resolution; and

29.3.3 Formal Dispute Resolution.

29.4 Billing Dispute Resolution. The following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to this Agreement. Attaching Party must send written Notice to AT&T for disputed amounts.

29.4.1 If the written Notice given under Section 29.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 28.2 apply.

29.4.2 The Parties will attempt to resolve disputed amounts appearing on current billing statements 30 to 60 calendar days from the bill due date (provided Attaching Party furnishes all requisite information needed to evaluate the dispute). Upon request, AT&T will notify Attaching Party of the status of the dispute and the expected resolution date.

29.4.3 If Attaching Party is not satisfied by the resolution of the billing dispute under this Section, Attaching Party may notify AT&T in writing that it wishes to invoke the Informal Dispute Resolution under Section 29.5 of this Agreement.

29.5 Informal Dispute Resolution. Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section

29.3 or 29.4.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without both Parties' written consent. Documents identified in, or provided with, such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

29.6 Formal Dispute Resolution.

29.6.1 If the Parties are unable to resolve the dispute through the informal procedures described in Section 29.5 above, then either Party may invoke the Formal Dispute Resolution procedures described in this Section. Unless agreed among all Parties, Formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than 60 calendar days after receipt of the letter initiating Informal Dispute Resolution under Section 29.5.

29.6.2 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 29.7 below, if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity, or agency mechanism.

29.6.3 Claims Not Subject to Arbitration. If the following claims are not resolved through Informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity, or agency mechanism:

29.6.3.1 Actions seeking a temporary restraining order, or an injunction related to the purposes of this Agreement; and

29.6.3.2 All claims arising under federal or state statute(s), including antitrust claims.

29.7 Arbitration. Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties agree to in writing. The arbitrator must be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, or AT&T Tennessee; in Dallas, Texas for AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas; in Chicago, Illinois for AT&T Indiana or AT&T Wisconsin; or in Reno, Nevada for AT&T Nevada, as appropriate, unless the Parties agree otherwise in writing. The arbitration hearing will be requested to commence within 60 calendar days of the demand for arbitration. The arbitrator will control the scheduling to process the matter expeditiously. The Parties may submit written briefs upon a schedule the arbitrator determines. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, will govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon written, mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the arbitration fees. The arbitrator's award will be final and binding and judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof.

29.8 Compliance with Dispute Resolution Process. The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the FCC or Kentucky Public Service Commission (PSC), as applicable. However, each Party reserves any rights it may have for a court of competent jurisdiction to review any FCC or Kentucky PSC ruling, as applicable, concerning this Agreement.