VAUGHNSVILLE TELEPHONE COMPANY

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF

CHECKLIST

This tariff contains the following listed pages, each of which is effective on the date shown thereon.

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POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF
P.U.C.O. NO. 5

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POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF
P.U.C.O. NO. 5

1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY

A. Terms and Conditions

1. This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach to Vaughnsville Telephone Company (referred to as "Company") poles and occupy conduit, except those parties that attach to the Company's poles and occupy conduit pursuant to a separate agreement.

2. The services in this tariff will be provided in accordance with Chapter 4901:1-3 of the Ohio Administrative Code.

3. Should any phrase, sentence, paragraph or section of this Rate Schedule be held to contravene any part of Chapter 4901:1-3, only that portion of this Rate Schedule which so contravenes the Rule, and not the entire Rate Schedule, shall be suspended until modified so as to comply with the requirements of Chapter 4901:1-3.

B. Restrictions on Access

1. Access to poles and conduit owned by the Company is restricted to Attaching Entities (as that term is defined in Ohio Revised Code Chapter 4901:1-3) in accordance with the provisions and definitions of Public Utilities Commission Chapter 4901:1-3.

2. The Company may deny an Attaching Entity access to its poles and conduits, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

C. Limitation on Liability

1. The Company reserves to itself the right to locate and maintain its poles and conduit to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Except in the event of the Company's gross negligence or willful default, the Company shall not be liable to the Attaching Entity for any interruption of or interference with the operation of the Attaching Entity's services arising in any manner out of the use of the Company's poles and conduit. The Company shall make an immediate report to the Attaching Entity of the occurrence of any damage to the Attaching Entity's facilities.

1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Cont'd)

D. Indemnification

1. Except as may be caused by the negligence of the party seeking indemnification, the Attaching Entity and the Company shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorney's fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification by reason of (a) any work done upon the poles and conduit or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees, or (b) any use or occupation of said poles and conduit or any part thereof by the indemnifying party, or (c) any act or omission on the part of the indemnifying party or any of its agents, contractors, servants, or employees, for which the Company may be found liable.

2. The Attaching Entity shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operations of the Attaching Entity's attachments, including, without limitation, taxes, special charges by others, claims and demands for damages or loss due to infringement of copyright, libel, slander, unauthorized use of television broadcast programs, or unauthorized use of other program material. The Attaching Entity shall also hold the Company harmless against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's attachments to the Company's poles or occupied conduit.

E. Assurance of Payment and Insurance

1. The Attaching Entity shall provide to the Company a performance bond in the amount of Fifteen Thousand Dollars ($15,000). The purpose of the bond is to insure the Attaching Entity's performance of all of its obligations and any License issued hereunder and for the payment by the Attaching Entity of any claims, liens, taxes, liquidated damages, penalties and fees due to Company which arise by reason of the construction, operation, maintenance or removal of The Attaching Entity's Facilities on or about Company's Poles and Conduits.

1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Cont'd)

E. Assurance of Payment and Insurance (Cont'd)

2. The Attaching Entity shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this License Agreement, issued by an insurance carrier licensed to do business in the state in which The Attaching Entity's Facilities are to be located and having an A.M. Best Company rating of A minus or better, and reasonably satisfactory to the Company to protect the Company, other authorized Attaching Entities, municipal and governmental authorities and Joint Users from and against all claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered by any License issued hereunder.

3. Licensee shall maintain the following amounts of insurance, Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate. Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount $1,000,000 per accident. Automobile Liability insurance covering any auto with combined single limits of $1,000,000.

4. All insurance must be effective before the Attaching Entity attaches to any pole or occupies any conduit and shall remain in force until such attachments have been removed from all such poles.

5. The Attaching Entity's property insurance policy shall contain a waiver-of subrogation clause running to the Company. This must be reflected on the certificate of insurance provided by the Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Cont'd)

F. Rates

1. The rate provided below entitles a customer to attach to the poles and occupy conduit in all of the Company's franchise area. The Attachment Fee applies per pole, per year for each one foot of space occupied by Attaching Party's Attachments. The conduit rate applies to each foot of conduit occupied.

   - $1.79 for all pole attachments
   - At this time, Company does not have any conduit resale capacity.

2. Field survey or inspection: Actual costs and expenses.

3. Make-ready work: Actual costs and expenses.

4. Labor: Actual costs and expenses.

5. Contractors: Actual costs and expenses.

G. Payment Terms

1. Attachment and occupancy fees are payable annually in advance. Fees are calculated on the number of attachments and feet of conduit occupied.

2. All fees and charges are due and payable 30 days after presentation of an invoice. Late payments will be assessed a late payment charge of 1% per month on all unpaid balances concurring on the date due and payable.