

**MASTER TRANSMISSION POLE ATTACHMENT LICENSE AGREEMENT
BY AND BETWEEN
SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
AND
XYZ ENTITY**

This MASTER TRANSMISSION POLE ATTACHMENT LICENSE AGREEMENT (the Agreement Effective
Date
the laws of the State of South Carolina, with its principal place of business at 1 Riverwood Drive,
Moncks C Authority
[COMMUNICATIONS SERVICE PROVIDER], a [TYPE OF ENTITY] duly organized and
existing under the laws of the state of _____ with its principal place of business at [ADDRESS]
(hereinafter refe

RECITALS

WHEREAS Authority operates an electric transmission system in certain portions of South Carolina;

WHEREAS, to respond to the increased dependency on broadband for education, healthcare and work and the lack of broadband in some areas of South Carolina, the State

WHEREAS, the South Carolina General Assembly granted Authority the right to, among
Providers access to Authority Facilities for the provision of Broadband Services;

WHEREAS, Authority believes its resources may be leveraged in accordance with the Act to enable broadband internet service providers to offer more widespread access to Broadband Services across South Carolina, without jeopardizing the safety and operational integrity of the Authority water and electric systems;

WHEREAS, Licensee is an Unaffiliated Communications Service provider as defined in the Broadband Authority;

WHEREAS the Parties have undertaken certain studies and Make Ready Work for the Attached Facilities;

WHEREAS, Licensee proposes to install and maintain Attached Facilities and associated equipment, Licensees Attachments, on Authority Facilities to provide Broadband Services;

WHEREAS, Authority is willing to issue Accepted Design Packages authorizing the Facilities, provided that Authority may refuse, on a non-discriminatory basis, to issue an Accepted Design Package where there is insufficient capacity or for reasons relating to safety, reliability, generally applicable

engineering purposes, or any other Applicable Standards consistent with the duties outlined in this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

ARTICLE 1 – DEFINITIONS

1.7. Bankruptcy Proceeding respect to a Person, such Person (i) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (iii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under

petition is presented for its winding-up or liquidation, and solely with respect to any such proceeding or petition that is instituted or presented by a party other than the Party with respect to which such petition or proceeding relates is not dismissed within fifteen (15) days after the filing thereof, (iv) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger), (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets, (vi) causes or is subject to any event with respect to it, which, under Applicable Law, has an analogous effect to any of the events specified in clauses (i) through (v), or (vii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

1.8. Broadband Accessibility Act of 2020 means Act 175 of 2020 enacted on September 29, 2020 which includes but is not limited to South Carolina Code of Laws § 58-9-3000 et seq. and § 58-31-230.

1.9. Broadband Facilities means any Facilities used to deliver Broadband Service or for the provision of B

1.15. Right of Way (ROW) -of-way owned or utilized
by Authority to access its facilities.

1.16. Qualifying Letter of Credit
term of at least one year for the benefit of Authority, issued by a U.S. commercial bank
or a U.S. branch of a foreign bank with such bank having (a) a Credit Rating of at least

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accordance with generally accepted accounting principles in the United States of
America as in effect from time to time) of an amount determined by Authority, and
which letter of credit (i) is substantially in the form of Exhibit B or another form of letter
of credit reasonably satisfactory to the Authority, (ii) permits automatic renewal of the
relevant Qualifying Letter of Credit for (which may be subject to an outside stated
expiration date), and (iii) may be utilized by the beneficiary Party to satisfy all present
and future payment obligations of the other Party under this Agreement when due.

ARTICLE 2 – LICENSE

2.1 Grant of License. Authority hereby grants Licensee for the Term and Licensee hereby
accepts a revocable, nonexclusive license authorizing Licensee to install and maintain
permitted Attachments to Authority Facilities on the transmission line identified by
Authority as [INSERT TRANSMISSION LINE SEGMENT] as more fully detailed
in the Accepted Design Package and the associated Right of Way and the right of access,
over, across, and on any properties legally utilized by Authority for ingress and egress
to and from the Right of Way for the purposes agreed upon herein, on a specific portion
of Facilities as further described in one or more Accepted Design Packages

. The grant of this License to access available Authority Facilities is
contingent on Licensee following the procedures and regulations in the Technical
Requirements and all other Applicable Standards at all times. The installation of any
Attachment by Licensee without obtaining an Accepted Design Package pursuant to the
Technical Requirements, or otherwise installing Broadband Facilities in violation of the
Technical Requirements is a material breach of this agreement. Authority only grants
consent to install and maintain the Attachments to the extent the Authority has rights in
the Right of Way. The Authority makes no warranty whatsoever as to its title or rights
to the Right of Way.

2.2 Reserved Capacity. Access to Authority Facilities will be made available to Licensee
with the understanding that certain Authority Facilities may be subject to Reserve
Capacity for future electric service use. At the time of design acceptance, Authority shall
notify Licensee if capacity on any particular Authority Facilities is being reserved for
reasonably foreseeable future electric use. For Attachments made with notice of such a
reservation of capacity, on giving Licensee at least sixty (60) calendar days prior notice,
Authority may reclaim such reserved capacity at any time following the installation of
Licensee Authority will
give Licensee the option to remove its Attachment(s) from the affected Authority
Facilities or to pay for the cost of any Make Ready Work needed to expand Capacity for
core utility service requirements, so that Licensee can maintain its Attachment on the
affected Authority Facilities.

Transmission Pole Attachment Schedule in effect at the Effective Date for each Attachment Pole Attachment Rate Schedule TPA-21 is hereby incorporated by reference into this Agreement. The Pole Attachment Schedule will be evaluated annually and adjusted if projected costs of service cause the calculated rate to be plus or minus five percent (5%) of the published rate. This adjustment may result

Within thirty (30) calendar days of receiving written notice from Authority, Licensee shall correct all Attachments that Authority identifies as being out of compliance with Applicable Standards.

DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY CLAIMS RELATED TO THE CONDITION OF ITS FACILITIES AND TRANSMISSION SYSTEM.

6.2 Limitation of Damages. Authority will not be liable to Licensee, its customers, or anyone else for any interruption to service of Licensee or any interference with the operation of -party claims subject to Article 6.3, neither Party will be liable to the other for any indirect, special, incidental, or consequential damages suffered by the other Party such as, but not limited to, loss of any anticipated cost of capital, increased expenses or operation of other facilities, or cost of replacement equipment, facilities or power.

6.3 Indemnification. Licensee will defend (action), indemnify, and hold harmless Authority and its and its directors, officers, employees, successors, and assigns claims, demands, liability, costs, damages (including indirect or consequential damages), fines, taxes, special charges by others, penalties, payments (including payments made by Indemnitees under any Compensation Laws or fees of Indemnitees and all other costs and expenses of litigation) of every kind or character arising from the performance of this Agreement, including any act, omission, failure, negligence, or willful misconduct in connection with the construction, maintenance, repair, presence, Broadband Facilities, or Authority obligations for Covered Claims will apply irrespective of any negligence or alleged gross negligence gives rise to such Covered Claims.

taken, destroyed, utilized beyond the parameters of the right of way;

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the use or provision of Broadband Services or the content of any transmission;

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A contractual or other relationship between a claiming party and either Licensee or its Affiliates, including any claim for interruption of service or in respect of service quality;

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Claims for taxes or special charges by others that arise directly or indirectly from
by Licensee pursuant to federal, state, or local regulation, statute, or other
equipment;

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Claims caused by or relating in any manner to a breach of this Agreement by

- 6.6 No Limitation. No indemnification provision contained in this Agreement under which Licensee indemnifies Authority will be construed in any way to limit any other indemnification provision contained in this Agreement.

ARTICLE 7 – DUTIES, RESPONSIBILITIES, AND EXCULPATION

- 7.1 Duty to Inspect. Licensee acknowledges and agrees that Authority does not warrant the condition or safety of Authority Facilities, and/or premises surrounding the Authority Facilities prior to commencing any work on Authority Facilities or entering the premises surrounding the Authority Facilities. Licensee further acknowledges and agrees that it has an obligation to inspect Authority Facilities, and/or premises surrounding the Authority Facilities prior to commencing any work on Authority Facilities or entering the premises surrounding the Authority Facilities.
- 7.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under the Technical Requirements and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 7.3 Duty to Inform and Protect. Licensee further warrants that it understands the imminent dangers, **INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTRIC WOUND**

act or failure to act on the part of the Party receiving the disclosure;

8.13 Information which a Party can demonstrate came into that Party's possession from a third Party who had a *bona fide* right to make such information available; or

8.14 Information which a Party can demonstrate was independently developed by or on behalf of said Party.

8.2 Non-Disclosure of Confidential Information. Confidential Information is information is expressly marked or identified as confidential or proprietary or that would normally be considered confidential under the circumstances, including without limitation information as it relates to design, maps, GIS type electronic files and specifications of or related to the Authority Facilities and transmission system. Neither Party will disclose Confidential Information to a third party except to (a) any entity such Party directly or indirectly controls, is controlled by, or under common control with such Party; and (b) employees, agents or professional advisors of such Party but only to the extent needed to exercise its rights and fulfill its obligations under this Agreement.

8.3 Disclosure Required FOIA and Other Laws. Licensee

- 10.1.4 Facilities clear from liens and will not permit Facilities;
- 10.1.5 It will comply with all applicable laws in connection with the its obligations under this Agreement;
- 10.1.6 It is fully licensed by all governmental entities with jurisdiction over its activities, and has all permits or authorizing documentation required thereby;
- 10.1.7

ARTICLE 12 – TERMINATION & DEFAULT

11.1 Default Failure to Make Payment. Failure to make any payment when due and such failure continues for more than thirty (30) days after the due date shall be a material breach of this Agreement.

11.2 If Licensee fails to make any payment then Authority may elect to: (1) terminate this Agreement and any other agreements made with Licensee; (2) continue attempts to collect the past due payment(s); (3) remove the Attachments; and/or (4) draw the amount of the past due payment(s) from the required Security. If the Authority elects to remove the attachments, prior to any reconnection Licensee must cure the default, replenish any amounts deducted from the required Security, and pre-pay any re costs in order to continue this Agreement and use.

11.3 Default Other Grounds. Authority will have the right, pursuant to the procedure set out in Article 13.3, to terminate this entire Agreement, or any Accepted Design Package issued pursuant to the Technical Requirements, and to pursue any and all remedies provided in this Agreement, whenever Licensee is in default of any term or condition of this Agreement, including, but not limited to:

11.3.1 Assignment or transfer of Defaulting
voluntary or involuntary, except as provided for herein;

11.3.2 Licensee becomes subject to a Bankruptcy Proceeding;

11.3.3 Unauthorized or misuse of the Authority , including but not limited to unauthorized attachments;

11.3.4 Licensee ceases to be an Unaffiliated Communications Service Provider;

11.3.5 Abandonment of Licensee Attachments;

11.3.6 A third party obtains a court order in a court of competent jurisdiction prohibiting the Defaulting Party from performing under this Agreement; or,

11.3.7 In the event of any material representation, warranty, or statement made by a Party or Agreement that shall prove to have been incorrect in any material respect when made

11.3.8 & S, G, W, P, 1, 1 1 q # ! y. à !*!1ã ,!â B !4 âJ!Ä Attachments #DUB 1% ad b11U ò\$! Î Â %\$!Ä Facilities in violation of Law, in aid of any unlawful act or undertaking, or in any way impairing, endangering, or otherwise adversely

- 113.11 Failing to promptly and fully perform any other covenant, condition, provision, or agreement contained in this Agreement, including without limitation the Technical Requirements.
- 11.4 Notice in Event of Default. In the event of a material breach of this Agreement, the Non-Defaulting Party shall give a notice to the Defaulting Party. The Defaulting Party shall have thirty (30) days from receipt of the notice to cure the material breach.
- 11.5 Right to Cure. When a cure of a material breach reasonably requires more than thirty (30) days, the Defaulting Party shall commence to cure within thirty (30) days of receipt of the notice, and the Defaulting Party shall be granted such additional time as is reasonably necessary to cure such default in the sole judgment of the Non-Defaulting Party so long as the Defaulting party diligently and continuously prosecutes such cure to completion. Unless excused by the Non-Defaulting Party in writing, no cure shall take more than sixty (60) days to complete before revocation or termination of this Agreement.
- 11.6 Other Termination Events. This Agreement may be terminated upon the occurrence of any of the following events:
- 116.1 State Entity Status. In the event of any change in Authority's legal status or the legal interpretation thereof, Authority, or its successors, may in its sole discretion terminate this Agreement. Termination for State Entity Status will constitute a Conditional Release.
- 116.2 Change in Law. In the event of any repeal or changes in Law which results in either Party no longer having the statutory authority to perform under this Agreement. Termination for Change in Law will constitute a Conditional Release.
- 116.3 Underlying Rights. In the event of any changes in underlying Rights of Way, rights to use fiber optic cable and/or equipment or Authority Facilities, resulting in Authority's loss of rights which it deems necessary to provide the License hereunder, Authority may in its sole discretion terminate this Agreement. Termination for Underlying Rights will constitute a Conditional Release.
- 116.4 Termination for Convenience. Upon sixty (60) terminate this Agreement for convenience for all (or a portion of) the Attachments. Termination under this subsection will be subject to a Termination Payment.
- 11.7 Termination Payment. Except as provided herein, any termination of this Agreement will be subject to a termination payment by the defaulting party which is equal to two (2) times the (apportioned) annual payment due within the subsequent four (4) quarters, or forty percent (40%) of remaining (apportioned) payments due under terms of the Agreement, whichever is less.
- 11.8 Conditional Release. In the event of termination under subsections 11.6.1, 11.6.2, or 11.6.3, Licensee will be released from any future obligations under this Agreement or any future

obligations under any Approved Design, if terminated, provided however, that Licensee shall remain obligated for all obligations that arose prior to such termination.

- 11.9 Cumulative Rights and Remedies. The rights and remedies provided by law and under this Agreement are cumulative and either Party may seek the specific performance of the terms of this Agreement, unless this Agreement provides otherwise.
- 11.10 Licensee acknowledges and agrees that, in the event of a material default by Licensee, Authority may, separately or in addition to termination, at Authority's option and without any additional notice requirements or cure periods, suspend performance or exclude Licensee from use of the Attachments under any or all of the Accepted Design Packages in Authority's sole discretion, and that Authority shall have no liability of any

13.4 Amendments to Agreement. Notwithstanding other provisions of this Agreement, the terms

Attention: Sr. Manager Broadband and Telecom Services
Santee Cooper
1 Riverwood Drive
Moncks Corner, South Carolina
Broadband_SC@santeecooper.com

If to Licensee, at:

Attention: [Company Representative]
[Company
Name] [Street
Address]
[City, State, Zip Code]

Either party may, by giving notice, change (or add to) its address for receiving such notices. Either party may agree to accept notice by acknowledging receipt of an email transmittal.

- 15.2 Emergency Contact. Authority and Licensee respectively will maintain a staffed 24-hour emergency telephone numbers, not available to the general public, at which either Party can report damage to Attachments or other situations requiring immediate communications between the Parties. The contact person for each Party will be qualified and able to respond

- 16.3 Severability. The invalidity of one or more clauses, sentences, sections, or articles of this Agreement will not affect the validity of the remaining portions of the Agreement, provided that the material purposes of this Agreement are not altered and can be determined and effected.
- 16.4 Governing Law. This Agreement will be construed in accordance with and governed by the laws of South Carolina without giving effect to the principles of conflicts of law thereof. The Parties consent to the venue of the South Carolina Administrative Law Courts.
- 16.5 Compliance with Agreement and Standards. All Attachments made on or after the effective date of this Agreement are and will be authorized by the procedures, requirements, and conditions of the Technical Requirements and all other Applicable Standards. failure to maintain all Attachments in accordance with the Technical Requirements and all other Applicable Standards will be considered a material default.
- 16.6 Contractors and Agents Bound. Licensee agrees to include in all its contracts and agreements with independent contractors or agents provisions which are consistent with and which will fulfill the requirements of this Agreement
- 16.7 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended to be for the benefit of Authority and Licensee. Except as otherwise provided herein, nothing in this Agreement, express or implied, is intended to confer upon any other person or entity, other than the Parties, any benefits, rights or remedies under or by reason of this Agreement.
- 16.8 Headings and Expressions. Titles and headings used in this Agreement are for reference only and are not a part of this Agreement. Words and expressions used in this Agreement shall be applicable according to the context and without regard to the number or gender of such words or expressions (with the exception of numbers indicating price, quantity, or technical specifications).
- 16.9 No Joint Venture. No agency, employment agreement, joint venture, or partnership is created between the Parties to this Agreement, and neither Party shall be deemed to be an agent of the other, nor shall either Party have the right, power or authority to act for the other in any manner to create any obligations, contracts, or debt binding upon the other Party.
- 16.10 Amendments. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto.
- 16.11 Headings and Expressions. Titles and headings used in this Agreement are for reference only and are not a part of this Agreement. Words and expressions used in this Agreement shall be applicable according to the context and without regard to the number or gender of such words or expressions (with the exception of numbers indicating price, quantity, or technical specifications).

16.12 _____ . If Authority or Licensee brings any action at law or in equity to enforce any provision of this Agreement, the preva

FORM OF QUALIFYING LETTER OF CREDIT

[Date]

[Issuing Bank Letterhead]

Irrevocable Standby Letter of Credit No. _____

Issue Date: _____, 20__

Initial Expiry Date: _____, 20__

Beneficiary:

Ladies and Gentlemen:

At the request of and based on instructions from our customer, [_____] a
Licensor] under the Master Transmission Pole
Attachment License Agreement dated as of [_____] between [Licensee Name], as Licensee,
and South Carolina Public Service Authority, as Licensor (as heretofore or hereafter amended
Pole Attachment Agreement
of [_____] Dollars (US\$[_____]).

Chamber of Commerce Public

Saturday, a Sunday or any other day on which banking institutions are not required to be open, or
are authorized or required to close, in the State of our office location set forth below.

Drawings may 2.1 252.25 Tm0 g0 G[(4)]-21(y2.1 252.259W81(d)-31(b)-31(y2.1 252.2y Tm0 g0 G[(4)]2

or at another office in the United States designated by us with at least fifteen (15) days prior written notice to and received by you.

In the alternative, presentation of any Certificate may be transmitted to us: (a) by telecopy to our telecopy number set forth above; or (b) in another electronic medium pursuant to any written permission which has been provided by us to you in our sole discretion. To the extent a presentation is made by telecopy transmission or in another permitted electronic medium, you must: (a) provide telephone notice thereof to us at our telephone number set forth above prior to or substantially simultaneously with such transmission; and (b) send the original Certificate by overnight courier to us at our office address set forth above. However, our receipt of such telephone notice or original Certificate will not be a condition to payment of the drawing described in the Certificate. Items delivered by telecopy transmission or in another permitted electronic medium will be the equivalent of originals of such items for purposes of this Letter of Credit.

We will honor each drawing made in compliance with this Letter of Credit by wire transfer of immediately available funds in the amount specified in the Certificate provided to us in connection with such drawing to the account specified in that Certificate. If any such drawing is presented by you on a Business Day at or before 12:00 noon local time at our address or telecopy number set forth above, such payment will be made not later than the close of business on the first Business Day after such presentation; drawings presented after 12:00 noon will be paid not later than close of business on the second Business Day after such presentation.

This Letter of Credit is effective immediately and will expire on the first to occur of the:
(a) above Initial Expiry Date, subject to extension as described below
; or (b) surrender by you to us of the original of this Letter of Credit, with any amendment(s)

occur of the final extended Expiry Date or a Cancellation Date

The Initial Expiry Date and each subsequent Expiry Date will be automatically extended for an additional consecutive period of one year unless we notify you in writing by nationally recognized overnight courier service, at least sixty (60) days prior to the then applicable Expiry Date, of our decision that the then applicable Expiry Date will not be automatically extended. Subject to the provisions herein, we authorize you to make drawings hereunder in an aggregate sum not in excess of the above amount from the date hereof through our close of business on the Termination Date. If this Letter of Credit expires during an interruption of business as described in Rule 3.14 of ISP98, we specifically agree to effect payment if you draw on this Letter of Credit within thirty (30) days after the resumption of business.

Communications with respect to this Letter of Credit, including delivery of Certificates, shall, except as otherwise expressly provided above, be in writing and provided to you and us at our respective addresses and numbers set forth above by delivery in person or facsimile

Appendix A to Qualifying Letter of Credit

[Beneficiary Letterhead]

DRAWING CERTIFICATE

LETTER OF CREDIT NO. _____

_____, 20__

[_____]

[_____]

[_____]

[_____]

Attn: [_____]

Telephone No: [_____]

Telecopy No: [_____]

The undersigned authorized signator of _____, as [Licensor

Bank _____ 29.7

_____ Bank, at _____ ABA No. _____ for further credit
to _____ Account No. _____ Re: [_____] , Attention:
_____.

IN WITNESS WHEREOF, Beneficiary has executed and delivered this Certificate.

[Beneficiary]

By: _____

Name: _____

Title: _____