

POLE ATTACHMENT AGREEMENT

DATED \_\_\_\_\_

BETWEEN

THE BOROUGH OF MADISON (LICENSOR)

AND

CSC TKR LLC, a wholly owned subsidiary of CSC Holdings LLC (aka  
Altice)  
(LICENSEE)

POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the Borough of Madison, a municipal corporation, 50 Kings Road, Madison, New Jersey (“Licensor”) and CSR TKR, LLC, a wholly owned subsidiary of CSC Holdings, LLC One Court Square West, Long Island City, NY 11101 (hereinafter called “Licensee” aka “Altice”).

W I T N E S S E T H

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment and facilities on Poles of Licensor; and

WHEREAS, Licensor is willing to permit the placement of said cables, equipment and facilities on its Poles.

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

ARTICLE I

SCOPE OF AGREEMENT

Subject to the provisions of this Agreement, the Licensor will issue to Licensee for any lawful purpose revocable, nonexclusive licenses authorizing the attachment of Licensee’s equipment and facilities to Licensor’s Poles in the Borough of Madison.

ARTICLE II

DEFINITIONS

1. Anchor

A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.

2. Anchor Attachment

A guy strand attached to an Anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.

3. Appurtenance Attachment

Any article of equipment attached to a point on a Pole not normally occupied by a strand attachment (i.e. equipment cabinets, terminals, etc.).

4. Licensor

The owner or custodian of a Pole and the only party permitted to issue licenses to that Pole and its associated Anchor(s).

5. Licensee

The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its facilities to Pole and Anchor and the party responsible for compliance with Licensor's regulations regarding such accommodations.

6. Licensee's Facilities

The cables and all associated equipment and hardware installed for the sole use of the Licensee.

7. Guy Strand

A metal cable (facility) which is attached to a Pole and Anchor (or another Pole) for the purpose of reducing Pole stress.

8. Joint Owner

A person, corporation or other legal entity having an ownership interest in a Pole and/or Anchor with the Licensor.

9. Joint User

A party who owns Poles or Anchors to which the Licensor is extended or may hereafter be extended joint use privileges, or to which the Licensor has extended or may hereafter extend joint use privileges of the Licensor's Poles or Anchors. The term "Joint User" shall not include Licensees.

10. Make-Ready Work

All work, including but not limited to rearrangement and / or transfer of existing facilities, replacement of a Pole or any other changes required to accommodate the attachment of Licensee's facilities to a Pole or any other changes required to accommodate the attachment of Licensee's facilities to a Pole or Anchor.

11. Other Licensees

Any person, corporation, or other legal entity other than the Licensee herein, to whom the Licensor has or hereafter shall extend an authorization to attach facilities to a Pole or Anchor.

12. Periodic Inspection

Inspections conducted at scheduled intervals on portions of Licensee's facilities, to determine that attachments are authorized and that attachments are maintained in conformance with the required standards.

13. Pole Attachment

Any of Licensee's facilities in direct contact with or otherwise supported by a Pole.

14. Post-Construction Inspection

The work operations and functions performed to measure and/or visually observe Licensee's attachments, during or shortly after completion of the construction of such facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.

15. Preconstruction Survey

The work operations and functions performed in order to process an application for Pole and Anchor attachments to the point just prior to performing any necessary make-ready work. There are two elements of the Preconstruction Survey: 1) field inspection of the existing facilities, and 2) administrative effort required to process the application and prepare the make-ready work order.

16. Subsequent Inspections

Inspections performed to confirm the correction of non-conformance to specification that are observed during Post Construction Inspections.

17. Suspension Strand (messenger cable)

A metal cable attached to a Pole and used to support facilities.

18. Unit Cost

A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

19. Pole

A Pole solely owned or jointly owned by the Licensor and used to support its facilities, the facilities of a joint user and/or Authorized Licensee.

20. Attachment Rate

A specified amount revised periodically, billed annually to the Licensee, and payable in advance to the Licensor for each attachment.

### ARTICLE III

#### GENERAL CONDITIONS

1. Compliance with Applicable Laws

The Licensee and the Licensor shall at all times observe and comply with the provisions of this Agreement subject to all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

2. Rights in Poles and Anchors

No use, however extended, of a Pole or Anchor or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a Pole or Anchor.

3. Requirement to Construct and Maintain a Pole and Anchor

Nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any Pole or Anchor or other facility not needed for the Licensor's own service requirements, except as provided in Article IV (3. b. (2)) and Article IV (5. d.).

4. Other Agreements

Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor entering into agreements with other parties regarding the poles covered by this Agreement. The Licensor, in negotiating and entering into any future agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's interest in a Pole and Anchor to be covered by such future agreement(s) and arrangement(s). The rights of the Licensee shall at all times be subject to any existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor's poles.

5. Assignment of Rights

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

b. In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Notwithstanding anything herein to the contrary, Licensee may, assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall impose no obligations upon or be effective against Licensor, and Licensor shall have no liability to any assignee of such assignment, until Licensor has received prior notice of any such assignment. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent. Upon Licensee's assignment of the Agreement in compliance with the terms set forth herein, including paragraph c. below, Licensee shall be relieved of its obligations hereunder.

c. All notice of such assignments shall include any change to the notice address provided in Article III (8). Within sixty (60) days of receipt of the document of assignment from Licensee, Licensor will execute the document of assignment. The assignment requirements herein shall be deemed met if Licensor fails to respond within sixty (60) days of such documentation receipt by Licensor.

6. Permits and Consents

a. Licensee shall be responsible for obtaining from private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the Pole and/or Anchor to which Licensee attaches its facilities. The Licensor does not warrant the validity or apportionability of any rights it may hold to place facilities on private property. The Licensor will, upon written request by the Licensee, provide available information and copies of any documents in its files pertinent to the nature of the rights the Licensor possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

b. Where Licensor has an easement over a public or private right of way sufficiently broad under applicable law to permit Licensee attachment, Licensee shall not be required to obtain independent permission of the property owner to attach. In any case where the Licensor seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs of such efforts shall be paid by the Licensee along with make-ready costs, if any.

7. This Agreement supersedes all previous agreements (other than the Cook Avenue Parking Lot Utility Relocation Agreement) between the parties for maintenance and placement of aerial cables, equipment and facilities by the Licensee and constitutes the entire agreement between the parties. It may not be modified or amended nor may any obligation of either party be changed or discharged except in writing signed by the duly authorized officer or agent of the party to be charged. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

8. Any legal notice to be given to the Licensee pursuant this Agreement shall be sent by certified mail, return receipt requested or a by a nationally recognized overnight carrier service to:

Legal Department  
Altice USA, Inc.  
One Court Square West,  
Long Island City, NY 11101

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission.

If the presence of the Licensee on Licensor's Poles causes Licensor to pay anynew or additional tax which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional rent, within thirty (30) days of receiving a bill therefor from Licensor. Upon request, Licensor shall provide evidence that such new or additional tax was in fact paid by Licensor.

9. This Agreement shall be governed by, and interpreted according to, the laws of the State of New Jersey. The parties agree that venue for any action related to this agreement shall be in the State and Federal courts located in Morristown and Newark, New Jersey, respectively.

## ARTICLE IV

### PROCEDURES

#### 1. Application for Authorization

a. Prior to the Licensee attaching equipment and/or facilities to any Pole or Anchor, Licensee shall make written application for and have received an authorization therefore. ( Exhibit A). The Licensor will accept applications on a first come first served basis and shall attempt to satisfy the designated priority of completions. Licensee shall be obligated to perform the required preconstruction survey and/or make-ready work.

#### 2. Multiple Attachment Applications

The provisions of this Article IV (2) apply in the case of applications received by the Licensor from two or more Licensees for attachment authorizations on the same Pole, prior to completion of the preconstruction survey and the commencement of any make-ready work required to accommodate any Licensee.

a. Applications received from multiple applicants for the same Pole will be classified as follows:

- (1) non-simultaneous - received by the Licensor on different business days.
- (2) simultaneous - received by the Licensor on the same business day.

b. Where applications are non-simultaneous, the initial applicant will be offered the following options after the application is received from the additional applicant(s):

Option 1 - the application of the initial applicant will be processed as if there is no other attachment application on file for the same Pole or Anchor.

Option 2 - the applications of the initial and additional applicant(s) will be processed as if they were simultaneous applications.

(1) The initial applicant will be required to indicate the option desired no later than fifteen (15) days after the Licensor has quoted the make-ready charges that will apply under each option, otherwise the Licensor will deem the initial applicant to have selected Option 1. Selection of an option prior to the quotation of the aforementioned make-ready charges is permissible.

(2) Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have fifteen (15) days from the date of receipt of written notification from the Licensor that the initial applicant has selected Option 2, to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the additional applicant(s) to have rejected such conditions.

(3) All work in progress on the initial applicant's application involving multiple applications will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until it notifies the Licensor of the option it elects in accordance with (1) preceding.

c. Where multiple applicants are simultaneous or the initial applicant in the case of non-simultaneous applications has selected Option 2, the multiple applicants must develop a mutually agreeable order of facility availability and overall make-ready work completion schedule. Where multiple applicants cannot reach mutual agreement regarding order of facility availability and an overall make-ready work completion schedule within fifteen days (15) of written notification from the Licensor of the charges for the required make-ready work, the Licensor will offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment authorizations to the multiple applicants.

d. Any multiple applicant who fails to agree to the alternate arrangement set forth in c., preceding within ten (10) days after being advised in writing of the availability of such alternate arrangement by the Licensor, will be considered by the Licensor to have canceled its application(s) relative to those facilities which involve pending attachment applications by other Licensees.

e. Where multiple applications are non-simultaneous and the initial applicant has selected Option 1, the Licensor:

(1) will consider the initial applicant as a non-multiple applicant. Any change of priority or facility availability or work schedule completion that is desired after either has been initially agreed upon by the initial applicant with the Licensor will be subject to the Licensor's ability to accommodate such changes in its established work schedule.

(2) will not perform the required make-ready work for the additional applicant until attachment authorizations have been granted to the initial applicant, unless the performance of such work will not delay the completion of the make-ready work required to accommodate the initial applicant.

f. Preconstruction survey costs will be allocated as follows:

(1) Simultaneous applications - each applicant will bear an equal share of the total initial and resurvey costs involved.

(2) Non-simultaneous applications - each applicant will bear the costs related only to determining the accommodation requirements for its specific application.

g. Make-Ready cost will be allocated as follows:

(1) Simultaneous applications -

(a) each applicant will be charged an equal share of the total make-ready cost.

(b) if only one applicant agrees to the shared portion of total cost, that applicant will be quoted the cost applicable to accommodate a single licensee.

(2) Non-simultaneous applications -

(a) the initial applicant will be charged the total make-ready cost to accommodate its facilities.

(b) the additional applicant(s) will be charged the total added make-ready cost to accommodate the additional applicant's facilities.

3. Specifications

a. Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book - Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code" (NEC), published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970", as amended, (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

b. Should Licensor, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will upon written notice from the Licensor either rearrange its attachments on the pole or transfer them to a replacement pole as reasonably determined by Licensor so that the additional facilities of Licensor, Joint Owner(s) Joint User(s) or other Licensee may be attached. Provided that, except to the extent such relocation is required to accommodate the needs of Licensor, Joint Owner(s), Joint User(s) such rearrangement does not materially reduce, impair or otherwise diminish Licensee's operations from the property and subject to receipt of all necessary government permits and approvals for such rearrangement or transfer. If Licensee does not rearrange or transfer its facilities within sixty (60) days after receipt of written notice from the Licensor requesting such rearrangement or transfer, the Licensor, Joint Owner or Joint User may perform or have performed such rearrangement or transfer and Licensee shall pay the cost thereof. However, prior to rearranging or transferring a Licensee's facilities, Licensor shall notify Licensee by means of US Mail or overnight courier service.

(1) Where such work and/or actions entail new or additional attachments to the Licensor's Anchors, authorizations for such attachments shall be issued by the Licensor. Licensee's privileges and obligations with respect to authorizations so issued shall be as provided in this Agreement.

(2) Where such work and/or actions entail the placement of and attachment to Anchors for the Licensee's sole use, these Anchors shall be the property of the Licensee.

In either (1) or (2) preceding, the guy strand shall be the property of the Licensee.

4. Pre-Construction Surveys and Make-Ready Work

a. A pre-construction survey will be required for each Pole and Anchor for which attachment is requested to determine the adequacy of the Pole and Anchor to accommodate Licensee's facilities. At the option of Licensor, the field inspection will be performed:

(1) by representatives of the Licensor with optional participation by joint owner(s), joint user(s), other Licensees and the Licensee, or

(2) by Licensee. If the field inspection is performed by Licensee, the Licensee shall, prior to commencement of the field inspection, obtain from the Licensor information as to the Licensor's planned future construction on the Poles and/or Anchors involved. Licensee shall furnish the required field inspection data to the Licensor.

The field inspection data shall be of an accuracy and completeness necessary to permit the performance of make-ready and other work required to accommodate Licensee's facilities in a manner consistent with the requirements of Article IV (3.) and IV (4. c.). The Licensee and Licensor may employ contractors to perform the field inspection.

In the event the Licensor determines that a Pole to which Licensee desires to make attachments is inadequate or that a Pole or Anchor needs rearrangement of the existing facilities thereon to accommodate the facilities of Licensee, licensee shall be responsible for performing all make-ready work to the satisfaction of licensor and shall also be responsible for the cost of all surveys and inspections.

b. The Licensor shall specify the point of attachment on each of the Poles and/or Anchors to be occupied by Licensee's equipment and/or facilities. Where multiple Licensee's attachments are involved, the Licensor will attempt, to the extent practical, to designate the same relative position on each Pole for each Licensee's facilities.

c. When Licensor deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's attachments to Licensor's Poles at Licensee's expense. Licensor shall make reasonable efforts to contact Licensee as circumstances permit.

d. Upon written notice from Licensor, Licensee shall promptly rearrange and/or transfer its attachments and/or Anchors as required by Licensor to permit Licensor to perform any routine maintenance, including replacement of worn or defective Poles, guys or Anchors. Licensee shall be responsible for all costs associated with such rearrangements/transfers.

e. Authorization to attach a guy strand to an existing utility anchor shall be granted where adequate capacity is available as specified in the then current written procedures for determining the adequacy of attachment capacity. Should the Licensor, Joint Owner or Joint User for its own service requirements need to increase its load on the Anchor to which Licensee's guy strand is attached, and where a larger Anchor is required that would not have been necessary but for the attachment of Licensee's guy strand, Licensee will either rearrange its guy strand on the Anchor or transfer it to a replacement Anchor as determined by the Licensor. The cost of such rearrangement/transfer shall be borne by the Licensor, Joint Owner or Joint User requiring the larger Anchor. Licensee shall be solely responsible for collecting its rearrangement/transfer costs under such circumstances. Licensor's responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional

attachment or modification to the Pole. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs. If Licensee does not rearrange or transfer its guy strand within thirty (30) days after receipt or written notice from the Licensor regarding such requirement, the Licensor or Joint User may perform, or have performed, the work involved and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee thereafter from seeking reimbursement of any rearrangement/transfer costs in accordance with this paragraph.

f. Licensee shall notify the Licensor in writing before adding to, relocating, replacing or otherwise modifying its equipment and/or facilities on a Pole or Anchor, where additional space or holding capacity may be required.

g. When additional Make-Ready or related work is required as a result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects, Licensee is responsible for the timely repairing, relocating or replacing of its own facilities.

#### 5. Inspections of Licensee's Facilities

a. The Licensor reserves the right to make post-construction, subsequent and periodic inspections (of any part or all) of Licensee's facilities attached to a Pole and/or Anchor.

b. Licensee shall provide written notice to the Licensor, at least fifteen (15) days in advance, of the exact Pole locations where Licensee's plant is to be constructed and shall also notify the Licensor in writing of the actual dates of attachment, including overlashing, within five (5) days of the date(s) of such attachment.

c. Where post-construction inspection by the Licensor has been completed within thirty (30) days of the date of notice of attachment of Licensee's facilities required in b. above, Licensee shall be obligated to correct such non-complying conditions within fifteen (15) days of the date of the written notice from the Licensor or as agreed to by the parties. If corrections are not completed within said fifteen (15) day period, attachment authorizations for the Poles and/or Anchors where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether Licensee has energized the facilities attached to said Poles and/or Anchors, and Licensee shall remove its facilities from said Poles and/or Anchors in accordance with provisions in Article VII. No further attachment authorizations shall be issued to Licensee until Licensee's facilities are removed from the Poles and/or Anchors where such non-complying conditions exist.

d. Where post-construction inspection by the Licensor has not been completed within thirty (30) days of the date of notice of attachment of Licensee's facilities, Licensee shall correct such non-complying conditions within fifteen (15) days of the date of the written notice from the Licensor or as agreed to by the parties. If corrections are not made by Licensee within said fifteen (15) day period, the Licensor shall perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.

e. Within seven (7) days of the completion of a post-construction inspection, the Licensor shall notify the Licensee in writing of the date of the completion of the post-construction inspection.

f. Subsequent inspections to determine if appropriate corrective action has been taken may be made by the Licensor. Licensee shall reimburse the Licensor for the cost

of such inspections as specified in Article VIII.

g. The making of post-construction, subsequent and/or periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement.

h. The costs of inspection made during construction and/or the initial post-construction survey shall be billed to the Licensee. The costs of Periodic Inspections or any inspections found necessary due to the existence of substandard or unauthorized attachments shall be the licensee's responsibility.

i. Licensor reserves the right to make periodic inspections of all or any part of the cable, equipment and facilities of Licensee on Poles owned by the Licensor and/or Joint User(s), at the expense of the Licensee as specified in Article VIII. Periodic inspections of the entire plant of the Licensee will not be made more often than once every five years and upon 30 days' notice to Licensee unless in Licensor's judgment such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement by Licensee.

#### 6. Unauthorized Attachment

a. If any equipment and/or facilities of the Licensee shall be found attached to a Pole and/or Anchor for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized attachment, a Pole and/or Anchor attachment application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized attachment within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's facilities without liability, and the cost of such removal shall be borne by the Licensee.

b. For the purpose of determining the applicable charge, the unauthorized attachment shall be treated as having existed for a period of five (5) years prior to its discovery or for the period beginning with the date of the initial agreement, whichever period shall be shorter; and the charges as specified in Article VIII shall be due and payable forthwith whether or not Licensee is permitted to continue the attachment.

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

## ARTICLE V

### OTHER OBLIGATIONS OF LICENSEES

#### 1. Insurance

a. Licensee shall secure and maintain (and ensure its subcontractors, if any, secure and maintain) insurance acceptable to licensee as to form and amount of coverage.

b. All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's poles and shall remain in force until such facilities have been removed from all such poles. For all insurance, the Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and stating that the policy of insurance issued to Licensee will not be cancelled without thirty (30) days written notice to Licensor. Also, where applicable, such certificate of insurance shall evidence the name of the Licensor as an additional insured. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance.

c. Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.

## ARTICLE VI

### LIABILITY AND DAMAGES

1. The Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its Poles and Anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Licensor shall be liable to Licensee only for and to the extent of any damage caused by the negligence of the Licensor's agents or employees to Licensee's facilities attached to a Pole or Anchor. The Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities arising in any manner out of Licensee's use of Poles or Anchors.

2. Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and shall make an immediate report of damage caused by Licensee to the owner of facilities so damaged.

3. Licensee shall each indemnify, protect and save harmless licensor from and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for damages to the property of licensor and other persons and injury or death to licensor's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the licensee as it relates to the erection, maintenance, presence, use or removal of the licensee's facilities, or by any act or omission of the licensee's employees, agents or contractors on or in the vicinity of Licensor's poles.

4. Licensee shall indemnify, protect and save harmless licensor from and all claims, demands, causes of action and costs, including reasonable attorneys' fees, which arise directly from or are caused by the negligence or intentional misconduct of the licensee as it relates to the construction, attachment or operation of its facilities on Licensor's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including reasonable attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of the indemnifying party's facilities in combination with poles or otherwise. Licensor and Licensee shall promptly advise the other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have been caused by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Licensor's or Licensee's insurer by the other Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.

5. Notwithstanding anything to the contrary herein, neither Licensor nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement, including without limitation loss of profits and revenues.

6. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

## ARTICLE VII

### TERMINATIONS OF AUTHORIZATIONS

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to terminate Pole/or Anchor attachment authorizations and rights granted under provisions of this Agreement where:
  - a. the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking, or
  - b. the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular Pole or Anchor covered by the authorization and has not sought judicial or regulatory review of any decision that (1) acted to terminate such authority or (2) declared that Licensee lacks such authority; or
  - c. the Licensee materially fails to comply with any of the terms and conditions of this Agreement or materially defaults in any of its obligations thereunder; or
  - d. the Licensee attaches to a Pole and/or Anchor without having first been issued authorization therefore; or
  - e. the Licensee, subject to the provisions specified in Article III (5.), should cease to provide its services.
  - f. the Licensee sublets or apports part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not authorized pursuant to Article III (5).
  - g. except in circumstances in which Licensor has accepted evidence of self-insurance in accordance with Article VI, the Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article VI will be or have been cancelled or amended so that those requirements will no longer be satisfied;
  - h. the Licensee shall fail to pay any sum due under Article VIII or to deposit any sum required under this Agreement.
  - i. any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a Pole or Anchor is denied, revoked or cancelled by a final, non-appealable order or decision.
2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII (1.) preceding. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the attachment authorizations granted hereunder for Poles and/or Anchors as to which such non-compliance shall have occurred.
3. Licensee may at any time remove its facilities from a Pole or Anchor after first giving the Licensor written notice of Licensee's intention to so remove its facilities.
4. In the event of termination of any of the Licensee's authorizations hereunder,

the Licensee will remove its facilities from the Poles and Anchors within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's facilities are actually removed from the Poles and Anchors. If the Licensee fails to remove its facilities within the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense.

5. When Licensee's facilities are removed from a Pole or Anchor, no attachment to the same Pole or Anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such Pole or Anchor attachment had been previously made and all outstanding charges due to the Licensor for such Pole or Anchor attachment have been paid in full.

## ARTICLE VIII

### RATES AND CHARGES

The Licensee is responsible for payment of all rates, charges and costs as specified elsewhere in this Agreement and as set forth below. Licensee shall be responsible to perform all make-ready work at its own expense.

Licensee agrees that, in the event Licensee fails to pay an amount due and owing within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 1/2% per month for each month from the expiration of such period until payment is received by Licensor.

1. Attachment Rate

The annual attachment rate shall be as specified in a schedule attached hereto as Exhibit B.

2. Charges for Inspections

a. The cost of the post-construction inspection shall be billed in advance. If the post-construction inspection is not performed, Licensor shall refund the amounts paid for such inspection.

b. The cost of Periodic Inspection will be billed to the Licensee upon completion of the inspection by the Licensor.

c. Licensee shall pay the cost of subsequent inspections to insure correction of variances from required construction and maintenance practices, determined to exist through post-construction or periodic inspections.

3. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges as specified in the Agreement within fifteen (15) days from the dates of billing thereof.

## ARTICLE IX

### EQUAL EMPLOYMENT OPPORTUNITIES

Licensee affirms that the Equal Employment Opportunity provisions required by law, regulation or executive order are incorporated in this Agreement.

## ARTICLE X

### WAIVER OF TERMS AND CONDITIONS

Failure of Licensee or Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement or the licenses granted hereunder terminated shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

## ARTICLE XI

### TERM OF AGREEMENT

If not terminated in accordance with its terms, this Agreement shall continue in effect for a term of five (5) years from the date of full execution, subject to the approval of the Madison governing body. This agreement is subject to renewal at the discretion of the Madison governing body and the consent of Altice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the day and year first above written.

ATTEST:

\_\_\_\_\_  
ELIZABETH OSBORNE  
BOROUGH CLERK

THE BOROUGH OF MADISON IN  
THE COUNTY OF MORRIS

By: \_\_\_\_\_  
ROBERT H. CONLEY  
MAYOR

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

CSC Holdings LLC

By: \_\_\_\_\_

CSC TKR, LLC

By: \_\_\_\_\_

ALTICE USA, INC.

By: \_\_\_\_\_

**APPLICATION AND POLE LICENSE**

In accordance with the terms and conditions of the Pole Attachment Agreement between us, date as of \_\_\_\_\_20\_\_\_\_\_, application is hereby made for a license to make attachments to all Borough of Madison Utility Poles, excluding those Poles covered by the Cook Avenue Parking Lot Utility Relocation Agreement.

CSC HOLDINGS LLC

By: \_\_\_\_\_

CSC TKR, LLC

By: \_\_\_\_\_

ALTICE USA, INC.

By: \_\_\_\_\_

**SCHEDULE OF RATES FOR  
BOROUGH OF MADISON  
STANDARD POLE ATTACHMENT**

1. RATE

Pole Attachment Annual Fee: \$250,000.00. The Pole Attachment Annual Fee provides Licensee with access to all Borough of Madison Utility Poles, excluding those poles covered by the Cook Avenue Parking Lot Utility Relocation Agreement.

2. COMPUTATION

The first payment of the annual charge for licenses granted under this Agreement shall be prorated from the execution date hereof. Thereafter, the full annual fee is due and payable on the first business day of each succeeding year.

3. PAYMENT DATE

The Attachment fee shall be due and payable annually, in advance, on the 1<sup>st</sup> business day of January each year. Failure to pay such fee within fifteen (15) days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute default under this Agreement.

4. TERMINATION OF LICENSE

Upon termination of a license granted hereunder, the applicable attachment fee shall be retained by the Licensor.