

placed poles at its own sole cost and expense. In case Licensee fails or refuses to make such changes within a reasonable time, then Licenser shall have the right to make such changes at the expense of Licensee, which expense Licensee agrees to pay on receipt of bill for same.

Licensee shall make written application for permission to place attachments on poles belonging to Licenser and shall not place said attachments on any poles of Licenser without first obtaining permission to do so from Licenser.

If, to accomodate any of Licensee's equipment, it becomes necessary to rearrange existing facilities on poles belonging to Licenser, Licenser will, at the request of Licensee, make any and all necessary changes, and Licensee, on demand, shall reimburse Licenser for the entire expense thereby incurred.

In those cases where any existing guying facilities are inadequate to hold Licensee's strains, Licenser shall improve and make adequate the existing guying facilities at the expense of Licensee, and Licensee, on demand, shall reimburse Licenser for the entire expense thereby incurred. Ownership of guying facilities shall remain vested in Licenser.

Each of the parties hereto shall exercise due care in avoiding damage to the facilities of the other party. Should damage to any facility result from any action of either party, the party owning the facility shall be immediately notified and an immediate report of any damage shall be made to the owner of the damaged facilities. Should such damage have resulted from the negligence or failure to exercise due care on the part of either of the parties hereto, the party damaging the facilities shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

Licensee shall indemnify and hold harmless Licenser, its successors and assigns, against and from any and all claims, demands, causes of action, damages, costs or liabilities, in law or in equity, of every kind and nature whatsoever, directly, or proximately resulting from or caused by (a) the installation, maintenance or use of Licensee's equipment on Licenser's poles, or (b) any interruption, discontinuance or interference with Licenser's service to any of its customers occasioned or claimed to have been occasioned by any action of Licensee pursuant to or consistent with this agreement; and Licensee shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against Licenser, its successors or assigns, on any such claim, demand or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against Licenser, its successors or assigns, in any such suit, action or other legal proceeding; and further, Licensee shall reimburse Licenser for any and all legal expense incurred in connection therewith.