CITY OF SIMPSONVILLE, SOUTH CAROLINA FRANCHISE AGREEMENT WITH SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC DBA SEGRA

This Franchise Agreement (hereinafter "Agreement") is made and entered into as of this _____ day of _____, 2026 ("Effective Date"), by and between the City of Simpsonville, a South Carolina municipal corporation (hereinafter "City") and South Carolina Telecommunications Group Holdings, LLC, a South Carolina limited liability company, dba Segra (hereinafter "SEGRA"), having its principal office at 120 W. 12th Street, Kansas City, MO 64105.

WHEREAS, SEGRA desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the City; and,

WHEREAS, pursuant to Title 5, Chapter 7, Section 30 of the South Carolina Code, Title 58, Chapter 9, Section 2230 of the South Carolina Code, and Section ____ of the Simpsonville City Code of Ordinances, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and,

WHEREAS, SEGRA holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

WHEREAS, by letter dated July 13, 2026, SEGRA requested permission to provide telecommunications services with the City's right-of-way near and between the intersection of W. Curtis Street and South Street and W. Curtis Street and N. Maple Street pursuant to the map attached hereto as **Exhibit "A,"** the terms of said map being incorporated herein as if set forth fully; and,

WHEREAS, attached hereto as **Exhibit "B"** is a map showing SEGRA's existing network and proposed network showing where SEGRA intends to deploy telecommunications services in the City; and,

WHEREAS, Segra is a commercial fiber service provider which provides services to businesses, governments, and other telecommunications service providers; and

WHEREAS, the City is agreeable to allowing SEGRA to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the

future.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and SEGRA agree as follows:

Section 1. Grant of Authority. (a) Subject to the terms of this Agreement, the City hereby grants to SEGRA the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the City's public streets and public rights-of-way. SEGRA shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property.

(b) SEGRA acknowledges that this grant of authority is for the benefit of SEGRA only, and that SEGRA is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the public rights-of-way identified on **Exhibit "A"** except in accordance with provisions of this Agreement.

(c) SEGRA acknowledges that, to the extent allowed by State and Federal law, the City has the authority to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. Subject to the applicable state and federal law, SEGRA agrees to comply with future lawful ordinances regulating use of the public right of way, provided such ordinances are competitively neutral, non-discriminatory, and do not materially impair rights granted under this Agreement, so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by SEGRA for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such

approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Simpsonville, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney or his designee.

"City Council" means the City Council of the City of Simpsonville.

"City Engineer" means the City Engineer or his designee.

"City Administrator" means the City Administrator or his designee.

"City Property" means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment,

drains, surface location markers, appurtenances and related facilities located or to be located by SEGRA in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

"SEGRA" means South Carolina Telecommunications Group Holdings, LLC.

"Grantor" means the City of Simpsonville.

"Public streets and public rights-of-way" or *"public ways"* include the surface of, and the space above and below, the public streets, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including, but not limited to unimproved surfaces.

"Public works project or public improvements" include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

"Telecommunications facilities" means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by SEGRA to provide telecommunications service.

"Telecommunications service" means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty years, commencing on the Effective Date ("Initial Term"). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional ten (10) year terms, for a maximum of fifty (50) years (each a "Renewal Term"); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days' written notice prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided,

and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, SEGRA shall be prohibited from further access to the public rights-of-way.

Section 4. Compliance With Applicable Law. SEGRA shall at all times during the term of this Agreement, including any renewal period, comply with all applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities. All SEGRA facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

5.1. SEGRA shall place telecommunication facilities underground where commercially reasonable and subject to the rights and obligations set forth in Sections 5.8 and 5.9 below. Commercially reasonable means, with respect to any action required to be made, attempted or taken by SEGRA under this Section 5.1, the level of effort in light of the facts known to SEGRA at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action without a material increase in costs incurred by SEGRA; (b) is consistent with industry practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

5.2 Reserved.

5.3. Whenever existing overhead electric utilities, cable facilities or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, SEGRA shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.4. SEGRA shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and SEGRA from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide

substantially equivalent safeguards for responsible construction practices.

5.5. In the performance and exercise of its rights and obligations under this Agreement, SEGRA shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the prior approval of the City.

5.6. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of SEGRA interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after written notice by the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and SEGRA), SEGRA shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Administrator or City Engineer. If SEGRA fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of SEGRA without any liability to City, and SEGRA shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation. SEGRA shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of SEGRA's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.7. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The City will endeavor to provide prior notice to SEGRA of such emergencies which may impact its telecommunications facilities. If City is unable to provide prior notice of the life-threatening emergency as described above, City shall notify SEGRA within twenty-four (24) hours of the occurrence of such emergency.

5.8. The facilities of SEGRA shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. SEGRA shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location and maintenance of sewer,

water, drainage, electrical, signal, and fiber optic facilities of the City.

5.9. The City shall have the right to specifically designate the location of the facilities of SEGRA with reference to the City's ongoing streetscape project, decorative or historic features owned by the City, sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect future development plans related to the City streetscape project, the public safety and public and private property. Failure by the City to designate the location of SEGRA's facilities shall not relieve SEGRA of its responsibilities in matters of public safety, as provided in this Agreement.

5.10. Except in the cases of emergencies, SEGRA shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Administrator and permission in writing to do so is granted, or such requirement is waived, by the City Administrator. The City Administrator shall either approve or deny SEGRA's request to relocate its facilities within five (5) days of receipt of SEGRA's request. Such permission shall not be unreasonably withheld by the City Administrator and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by SEGRA shall also be coordinated with the City's annual paving program through the Office of the City Engineer.

5.11. SEGRA shall not open, disturb or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. SEGRA shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by SEGRA, SEGRA shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present.

5.12. After the installation, removal, relocation, construction, or maintenance

of the fiber optic or other cable and related facilities is completed, SEGRA shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. SEGRA shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to SEGRA's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of SEGRA to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from SEGRA, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

5.13. Neither SEGRA, nor any person acting on SEGRA's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its telecommunications system, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.14. In the event of an unexpected repair or emergency, SEGRA may commence such repair and emergency response work as required under the circumstances, provided SEGRA shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

5.15. SEGRA shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

5.16. SEGRA shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.17. SEGRA shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and

shall comply with all terms and conditions of any such permit. SEGRA shall furnish detailed plans of the work and other required information prior to issuance of a permit. SEGRA shall comply with all applicable ordinances and permitting requirements.

Except in cases involving public safety or emergency conditions, the City retains the right to deny permits or place stop work orders in the event SEGRA is in violation of the terms of this Agreement and all applicable federal, state and local requirements, laws, ordinances, and regulations, after providing SEGRA with written notice of the alleged violation and a reasonable opportunity to cure before issuance of a stop work order.

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, SEGRA shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay SEGRA in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.18. (a) Promptly after installation, repair or extension of the telecommunications system or any portion thereof or any pavement cut by SEGRA in any public way of the City, the incidental trenches or excavations shall be refilled by SEGRA in a manner acceptable to the City Administrator or his designee. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by SEGRA at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, SEGRA shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then SEGRA at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, SEGRA shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. SEGRA shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by SEGRA,

provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by SEGRA.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City.

5.19. (a) SEGRA shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by SEGRA in the installation, operation, maintenance, or extension of SEGRA's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by SEGRA after thirty (30) days' notice to do so, given by the City to SEGRA, may be removed or corrected by the City, and the cost thereof shall be charged against SEGRA and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of SEGRA telecommunications system shall be borne by SEGRA and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by SEGRA to the City.

(b) If weather or other conditions do not permit the complete restoration required by this Section, SEGRA shall temporarily restore the affected property. Such temporary restoration shall be at SEGRA's sole expense and SEGRA shall only be required to make reasonable, temporary restorations based on the conditions. SEGRA shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(c) SEGRA or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.20. Except in the case of the City's negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of

any of SEGRA's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.21. SEGRA shall cooperate with the City in coordinating its construction activities as follows:

(a) SEGRA shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, SEGRA shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. SEGRA shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way. SEGRA shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping. (a) SEGRA shall maintain an accurate map of its telecommunications facilities in the City. SEGRA shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. SEGRA shall, upon request, provide updated maps annually of telecommunications facilities in the City.

(b) If any of the requested information of SEGRA in this Agreement is considered proprietary, confidential, or a trade secret, SEGRA will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, SEGRA shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City

benchmark to the extent the physical benchmark is in reasonable proximity to SEGRA new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, SEGRA will pay for the cost of making the mapping compatible.

(c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after SEGRA provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by SEGRA for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for SEGRA's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of SEGRA, the City will cooperate in good faith with SEGRA to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for SEGRA. SEGRA shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements. At all times during the term of this Agreement and any renewal period, SEGRA shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars ($2,000,000) combined single

limit for any one occurrence. However, the parties acknowledge that SEGRA may meet the policy limit in this section by combination of SEGRA's General Commercial Liability Policy and SEGRA's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of SEGRA set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering SEGRA's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars ($1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) *Pollution Liability Insurance.* SEGRA shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars ($1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars ($5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, SEGRA shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. SEGRA shall obtain a written obligation on the part of each insurance company to notify SEGRA at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from SEGRA's insurance company, SEGRA will immediately notify the City of any of the required coverages that are not replaced.

Section 8. Surety.

(a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by SEGRA, SEGRA shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars ($50,000) securing its faithful performance of the terms and conditions of this Agreement. SEGRA shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by SEGRA of this Agreement.

The bond shall guarantee SEGRA's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by SEGRA of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of SEGRA under this Agreement and all other payments due the City from SEGRA pursuant to this Agreement.

(b) Whenever the City determines that SEGRA has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to SEGRA. The written notice shall describe in reasonable detail the violation so as to afford SEGRA an opportunity to remedy the violation. SEGRA shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a martial default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

Section 9. Indemnification. SEGRA agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any damages or injuries caused by SEGRA

or breach by SEGRA of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees and agents. In addition, SEGRA shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees or agents.

The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. Although the City cannot, by law, hold harmless and indemnify any contracting party, subject to the application of the aforementioned laws and to the limits of its insurance, the City agrees that SEGRA shall not be liable from and against all claims, liabilities, penalties, fines, costs, damages, losses, causes of action, suits, demands, judgements and expenses (including, court costs and attorney's fees) of any nature, kind or description of any acts of negligence by the City, or its employees and agents, related to the City's breach of the terms and conditions of this Agreement.

Section 10. Hazardous Substances. In its performance of this Agreement, SEGRA shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event SEGRA shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the City's acquiescence, SEGRA shall indemnify and hold the City, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from SEGRA's violation of this section and agrees to reimburse City for all costs and expenses incurred by the City in eliminating or remedying such violations. SEGRA also agrees to reimburse the City and hold the City, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of SEGRA's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C 6901, *et seq.),* as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.),* as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.),* as amended, and the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.),* as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

Section 11. Fees

(a) In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with Applicable Law and ordinances, SEGRA shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. SEGRA shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the Applicable Law by appropriate amendment to this Agreement. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers presently contained in said statute shall be removed or modified, the City will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such Applicable Law as may then govern; SEGRA will be free to challenge any fee structure not in compliance with Applicable Law.

(b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, SEGRA shall pay to the City a franchise fee in the amount of $1,000.00 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

(c) Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

Section 12. General provisions.

(a) *Authority.* SEGRA warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or SEGRA may have, at law or in equity, for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law*. If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue*. By virtue of entering into this Agreement, SEGRA agrees and submits itself to a court of competent jurisdiction in the City, South Carolina or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions*. The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Nondiscrimination.* During the performance of this Agreement, SEGRA agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. SEGRA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. SEGRA, in all solicitations or advertisements for employees placed by or on behalf of SEGRA, will state that SEGRA is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(i) *Notices*. (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City: City Administrator
425 E. Curtis Street
Simpsonville, SC 29681

To SEGRA: Attn: Legal Dept
120 W. 12th Street, 11th Floor
Kansas City, MO 64105

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

(j) *Assignment*. SEGRA may assign or transfer this Agreement or any interest therein with the City's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by SEGRA without City's written consent to any entity that purchases substantially all of the assets or ownership interests of the SEGRA; any entity that results from a merger, consolidation, or restructuring of the SEGRA; or, any entity that assumes control of the SEGRA. Upon such assignment by SEGRA, the successor entity assuming the Agreement shall execute a written document that the successor entity shall fully perform the obligations of SEGRA under this Agreement and shall be entitled to all of SEGRA's rights herein ("Assignment and Assumption Agreement"). SEGRA shall provide City with a copy of the executed Assignment and

Assumption Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

South Carolina Telecommunications Group Holdings, LLC dba SEGRA

By: _____

Name:_____

Title:_____

State of _____
City/County of _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of South Carolina Telecommunications Group Holdings, LLC.

_____
Notary Public

My commission expires: _____

CITY OF SIMPSONVILLE
a South Carolina municipal corporation

By:_____
Paul Shewmaker, Mayor

(SEAL)

ATTEST: _____
Justin Campbell, City Clerk

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Paul Shewmaker, Mayor of the City of Simpsonville. He is personally known to me.

_____
Notary Public
My commission expires: _____

Approved as to Legal Sufficiency:

_____
City Attorney