

**Exhibit F**

**Operations and Maintenance Procedures**

**1. DEFINITIONS**

- 1.1. “**Non-Routine Maintenance**” means all efforts and activities in response to an emergency circumstance that requires restoration, including the activities outlined in Section 5 below.
- 1.2. “**Operations Escalation List**” means a network operations escalation list identifying contact information for the personnel in the City’s management chain who are responsible for the maintenance and repair of the Conduit Network.
- 1.3. “**Routine Maintenance**” means the preventive maintenance activities, upgrades and repairs outlined in Section 4 below.
- 1.4. “**Scheduled Maintenance Period**” means a pre-arranged period of time reserved for performing certain work on the Conduit Network that may adversely impact the Google Fiber Network but that does not require the relocation of any portion of the Licensed Conduit.

**2. GENERAL**

- 2.1. In the event that multiple users of the Conduit Network have notified the City of their intent to access the same Access Points for purposes of installing, testing, maintaining, replacing, or removing such user’s facilities or equipment, the City will schedule the respective times for the users to access the Access Points using weighted round-robin scheduling system weighted based on the proportion of the Conduit Network used by each such user. The user that is scheduled to go first may elect to access the Access Point at any other point in the queue instead.
- 2.2. The City will be responsible for the operation, maintenance and repair of the Conduit Network, including the Licensed Conduit. The City will maintain a toll-free number to contact personnel responsible for the maintenance and repair of the Licensed Conduits will provide such number to Google Fiber along with an Operations Escalation List prior to the Acceptance Date of the first Network Section. The City may update the Operations Escalation List from time to time and will deliver such updates to Google Fiber within three (3) Business Days following the effectiveness of any change in the Operations Escalation List, to ensure that Google Fiber always has the latest Operations Escalation List. The City will report to Google Fiber damages to the Licensed Conduits that adversely affect the Google Fiber Network, and will open a trouble ticket upon Google Fiber’s report of any such damage. The City will dispatch maintenance and repair personnel along the Conduit Network to handle and repair problems detected by, or reported to, the City.
- 2.3. The City’s maintenance employees or contractors will be available for dispatch twenty-four (24) hours a day, seven (7) days a week. The City will use its commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring an emergency maintenance activity on any Local Access Conduit within four (4) hours from the time the City becomes aware of the event or occurrence causing the need for the maintenance activity.
- 2.4. The City will take workmanlike care consistent with the warranty in Section 8.4 of the Agreement to prevent damage to the Conduit Network that adversely affects the signal



continuity and performance of the Google Fiber Network. The City will repair the Licensed Conduit, as needed, in a workmanlike manner.

- 2.5. The City will maintain a file geodatabase network map of the Conduit Network, inclusive of other related map features as required for invoicing based on the number of Designed Addresses. The City will notify Google Fiber of any planned network map changes in accordance with scheduled maintenance notification requirements outlined in Section 3 below, and will deliver updated maps to Google Fiber within five (5) Business Days following the City's update thereof to ensure that Google Fiber always has the latest network map.

### **3. SCHEDULED MAINTENANCE PERIODS**

The City will provide prior notice to Google Fiber of any Scheduled Maintenance Period for any planned non-emergency maintenance activity that could adversely affect the Google Fiber Network. The prior notice required by this Section 3 will be five (5) Business Days for configuration changes that are reasonably expected to require temporary reconfiguration of any affected portion of the Google Fiber Network, and twenty-four (24) hours for all other work on the Licensed Conduits that is not reasonably likely to adversely affect the Google Fiber Network; and immediate notification for emergency work that is reasonably expected to produce any signal discontinuity. If a City-planned activity is canceled or delayed for any reason, the City will notify Google Fiber at the City's earliest opportunity and will reschedule any delayed activity in accordance with this Section 3.

### **4. ROUTINE MAINTENANCE**

The City will maintain the Licensed Conduits and keep them in good and operable condition and in conformance in all material respects with the Specifications in a manner that permits normal operation of the Google Fiber Network.

### **5. NON-ROUTINE MAINTENANCE**

- 5.1. Upon Google Fiber's notification to City of suspected damage to the Licensed Conduit that has adversely affected the Google Fiber Network, The City will determine the precise location of the damage and mobilize personnel to begin necessary repair. The City will ensure qualified maintenance personnel is at the site of the affected Licensed Conduit within four (4) hours after receipt of such notice with the required repair material and equipment.
- 5.2. The City will maintain sufficient capability to teleconference with Google Fiber during an emergency repair in order to provide continuous communication.
- 5.3. Upon completion of any maintenance activity that changes the route of the Licensed Conduit, the City will also deliver a map to Google Fiber within five (5) Business Days of completion that describes the change to the route.
- 5.4. The City will ensure that it has adequate personnel and equipment capacity to respond to damages simultaneously at no fewer than two (2) separate locations in the Conduit Network. The City will maintain a disaster recovery plan, detailing the restoration procedures in response to natural disasters including without limitation: tornado, ice storm, flood, high wind, wildfire, and vandalism. The City will keep adequate labor (in-house or through contract) and materials to meet such plans within one (1) day at all times.

