

Exhibit G**Service Level Agreement**

This Service Level Agreement sets out the City's obligations with respect to the maintenance and repair of the Licensed Conduits.

1. MINIMUM PERFORMANCE REQUIREMENTS

- 1.1. **Service Level Objectives.** The performance objectives for the City's maintenance and repair obligations for the Licensed Conduit are as follows:
- 1.1.1. Mean-time-to-repair ("**MTTR**") for any Damage to the Licensed Conduit that has adversely affected the installation or operation of the Google Fiber Network. The MTTR is measured based on the average (mean) amount of time during each calendar month required for the City to repair incidents of Damage to the Licensed Conduit such that installation of the Google Fiber Network can proceed or operation of the Google Fiber Network can be restored.
- 1.1.2. "**Total Downtime**". The Total Downtime is measured monthly based on the cumulative number of hours in the immediately preceding twelve (12) month period during which Damage to the Conduit Network causes Google Fiber to be unable to provide service to its customers. Any incident of Damage to the Licensed Conduit for which City both responds with personnel on site in under four (4) hours and completes repair in under twelve (12) hours will not be included for purposes of calculating the Total Downtime.
- 1.2. **MTTR Requirements.** The MTTR requirement for any Damage to any Licensed Conduit that prevents or impedes Google Fiber's ability to install or operate the Google Fiber Network in such Licensed Conduit because of a blockage inside of the Licensed Conduit is no more than 2 Business Days ("**Blockage MTTR**"). The MTTR requirement for any Damage to any Licensed Conduit that prevents or impedes Google Fiber's ability to install or operate the Google Fiber Network in such Licensed Conduit because of a cut, discontinuity, destruction, dislocation, or other Damage other than blockage in the Licensed Conduit is no more than 3 Business Days ("**Conduit Cut MTTR**").
- 1.3. **Total Downtime Requirements.** The Total Downtime requirement is a ratio that may not exceed one (1) hour of Total Downtime for every 100 Servable Addresses, rounded to the nearest 100 Servable Addresses ("**Total Downtime Ratio**"). For purposes of calculating the Total Downtime Ratio, the total number of Servable Addresses will for deemed to be the reconciled number of Servable Addresses for the month in which the requirement is measured. By way of example, the Total Downtime requirement is not met in a given month if, during the immediately preceding twelve (12) month period, the Total Downtime was 400 hours and the reconciled number of Servable Addresses in such month is 38,000.
- 1.4. **Go-Back Drop Conduit and Non-Standard Drop Conduit.** The City will complete the installation of each Go-Back Drop Conduits within six (6) days of Google Fiber's written notification requesting such Go-Back Drop Conduit and identifying the Constructible Address for such installation. The City will complete the installation of each Non-Standard Drop Conduit within six (6) days of the Parties' written confirmation agreeing on the estimate to be paid by Google Fiber for such Non-Standard Drop Conduit.



1.5. **Service Level Default.** A “**Service Level Default**” occurs when one or more of the following occurs:

1.5.1 The Blockage MTTR and/or the Conduit Cut MTTR is not met during a given calendar month;

1.5.2 The Total Downtime exceeds the number of hours calculated in accordance with Section 1.3 above based on the ratio of one (1) hour for every 100 Servable Addresses;

1.5.3 The City does not complete the installation of a Go-Back Drop Conduit or Non-Standard Drop Conduit within the timeframes set out in Section 1.4 above.

1.4 **Service Credit.** In any month during which there is a Service Level Default, the City will provide a credit to Google Fiber against Google Fiber’s License Payment amount for such month (“**Service Credit**”).

1.6. **Service Credit Calculation.** The Service Credit for each month during which there is a Service Level Default will be calculated as follows:

1.6.1 One percent (1%) of the License Payment amount for each Business Day by which the actual MTTR exceeds the Blockage MTTR and the Conduit Cut MTTR. For purposes of calculating the Service Credit, Service Level Defaults for Block MTTR and Conduit Cut MTTR will be aggregated. By way of example, if during a given month, there is a Service Level Default because the actual MTTR for repairing blockages is 5 Business Days, and the actual MTTR for repairing Damage other than blockages is 6 Business Days, the total Service Credits due will be 6% of the License Payment amount.

1.6.2 One percent (1%) of the License Payment amount for each hour by which the Total Downtime exceeds the number of hours calculated based on the Total Downtime Ratio.

1.6.3 For each Go-Back Drop Conduit and each Non-Standard Drop Conduit whose installation is not completed within the timeframe set out in Section 1.4, a Service Credit equal to one hundred dollars (\$100) for each day of the Service Level Default, up to a maximum of two hundred dollars (\$200) for each Service Level Default for a Go-Back Drop Conduit or Non-Standard Drop Conduit installation.

1.6.4 Google Fiber’s Costs of repairing Damage, if Google Fiber elects to perform such repairs under Section 6.3 of the Agreement, to: (a) any Local Access Conduit that in which the Google Fiber Network has been installed if the City has not repaired such Local Access Conduit within twelve (12) hours of notification by Google Fiber; (b) any Drop Conduit in which the Google Fiber Network has been installed if the City has not repaired such Drop Conduit within twenty-four (24) hours of notification by Google Fiber; (c) any Local Access Conduit that in which the Google Fiber Network has not been installed if the City has not repaired such Local Access Conduit within three (3) Business Days of notification by Google Fiber; and (d) any Drop Conduit in which the Google Fiber Network has not been installed if the City has not repaired such Drop Conduit within five (5) Business Days of notification by Google Fiber.

2. SERVICE CREDIT CAP



Notwithstanding anything in this Exhibit H to the contrary, in no event will the total amount of Service Credits in any given calendar month be greater than thirty percent (30%) of the License Payment amount for that month.

3. EXCLUSIONS

- 3.1. **Exclusion for Planned Maintenance.** Scheduled Maintenance Periods (as that term is defined in Exhibit F) will be excluded from the calculation of Service Level Defaults other than a Service Level Default for failure to meet the objective under Section 1.5.3 above, but only to the agreed upon duration of the Scheduled Maintenance Period.
- 3.2. **Exclusion for Emergency Relocation.** The period of time during emergency relocations under Section 7.1 of the Agreement will be excluded from the calculation of Service Level Defaults other than a Service Level Default for failure to meet the objective under Section 1.5.3 above, but only to the extent that such emergency was due to a Force Majeure Event.

