

CONDUIT USE AGREEMENT
BETWEEN
MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
AND
THE CITY OF ANN ARBOR

This Conduit Use Agreement (“**Agreement**”) is made and entered into this day of , 2020, by and between the City of Ann Arbor, a Michigan municipal corporation having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 (“**Grantor**”) and **MCIMETRO ACCESS TRANSMISSION SERVICES CORP.**, a Delaware Corporation whose address is One Verizon Way, Basking Ridge, NJ 07920 (“**Grantee**”).

RECITALS

- A. Grantor has constructed and acquired a fiber optic network (“**FON**”) that contains fiber optic cables, conduit, hand holes, and related equipment for its own use (“**the Grantor FON**”).
- B. The Grantor FON was constructed to support deployment of Smart City technology, improve public internet access, reduce costs, and attract new businesses to the City of Ann Arbor. Certain excess conduit capacity in the Grantor FON is currently not in use and is available for use by Grantee. Pursuant to this Agreement, Grantor provides certain excess conduit capacity in the Grantor FON to Grantee on a non-exclusive basis.
- C. This Agreement will enable Grantor to: 1) limit the number of utility street cuts by colocation of Grantee fiber within the City’s rights-of-way, 2) increase the availability of high-speed internet in a densely populated area, and 3) improve aesthetics by reducing the number of aerial internet deployments.
- D. Grantee owns and operates certain Grantee Conduit and Grantee Fiber, which it uses to provide telecommunications services. Grantee would like to connect certain portions of Grantee Conduit to access the excess conduit space in the Grantor FON to run Grantee Fiber there through, at Grantee’s sole cost and expense.
- E. Grantor enters into this Agreement in recognition of the Grantee’s request for non-exclusive use of conduit capacity in the Grantor FON, in consideration of Grantee’s agreement to compensate Grantor for use and maintenance of the portion of the Grantor FON committed to Grantee’s use, and in consideration of the other terms and conditions agreed to between the parties in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the following covenants and agreements, Grantor and Grantee (hereinafter “**Parties**”) agree as follows:

ARTICLE 1.
DEFINITIONS

- 1.01** “**Additional Maintenance Work**” means maintenance work respecting the Grantor FON that is not Scheduled or Unscheduled Maintenance otherwise provided for in this Agreement, but is requested by Grantee.”).
- 1.02** “**Costs**” means the actual direct costs paid or payable in accordance with the established accounting procedures generally used by Grantor and which Grantor utilizes in billing third parties for reimbursable projects. These costs include the following: (i) internal labor costs, including wages, salaries, benefits, and overhead (provided that overhead shall be as calculated by standard City practices and that all of such costs will be charged based on the hourly rates of the employees on the project), and (ii) other direct costs including costs billed to and paid by Grantor by a third party performing work for and under the supervision of Grantor, and including materials and other out of pocket expenses on a direct pass-through basis.
- 1.03** “**Designated Conduit**” has the meaning set forth in Article 2.
- 1.04** “**Effective Date**” has the meaning set forth in Section 6.01.
- 1.05** “**Force Majeure Event**” has the meaning set forth in Section 13.03.
- 1.06** “**Governmental Authority**” means any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.
- 1.07** “**Grantee Conduit**” means a conduit segment constructed, paid for, and owned by the Grantee.
- 1.08** “**Grantee Fiber**” means fiber installed and owned by the Grantee that resides in the Grantor FON or Grantee Conduit.
- 1.09** “**Grantor Conduit**” means conduit owned by the Grantor.
- 1.10** “**Grantor FON**” means Grantor Conduit, and associated Grantor-owned hand holes, splice enclosures, patch panels, and any other Grantor-owned equipment.
- 1.11** “**Person**” means any person, corporation, partnership, limited liability company, business trust, joint venture, association, company or Governmental Authority.
- 1.12** “**Prime Rate**” means, as of any relevant date, the interest rate most recently published in the Money Rates Section of the Wall Street Journal as the prime rate.
- 1.13** “**Annual Usage Fee**” has the meaning set forth in Article 5.
- 1.14** “**Reasonable Effort**” means efforts that are reasonable in the circumstances.
- 1.15** “**Relocating Authority**” has the meaning set forth in Section 3.02.

- 1.16** “**Required Rights**” has the meaning set forth in Article 7.
- 1.17** “**Scheduled Maintenance**” means all routine work done to maintain the operation and availability of the Grantor FON. The Grantor FON will be maintained exclusively by Grantor’s Information Technology Department, or by a contractor under Grantor’s control.
- 1.18** “**Term**” has the meaning set forth in Article 6 and may include Renewal Terms (if exercised).
- 1.19** “**Unscheduled Maintenance**” means all maintenance and repair work associated with unanticipated issues or problems affecting the operation and availability of the Grantor FON.

ARTICLE 2.
DESIGNATED CONDUIT

2.01 The “Designated Conduit” are those conduit segments of the Grantor FON available to Grantee to connect the locations identified in the Conduit Location Table in Exhibit A, as may be amended. The Parties may, from time to time, mutually agree to modify Exhibit A. If the Parties agree to amend the Designated Conduit and/or Conduit Location Table in Exhibit A, Exhibit A (the Total Conduit Footage and/or Conduit Location Table) shall update automatically upon such addition or removal, and Grantee shall provide an updated Exhibit A to document such change. The City Administrator of the City of Ann Arbor is authorized to act on behalf of Grantor to authorize such addition or removal. Whenever Grantee Fiber is actually added to or removed from the Designated Conduit, the Annual Usage Fee (pursuant to **Exhibit B** “Conduit Use Fees”) shall likewise be adjusted and owed.

2.02 Grantee, at its sole cost and expense, may install Grantee-owned fiber of no more than .998 inches in total diameter into the Designated Conduit (using contractors retained and paid for by Grantee), in accordance with this Agreement. At the same time that Grantee initially installs such Grantee-owned fiber into the Designated Conduit, Grantee shall also, at its sole cost and expense, place a pull cable to enable Grantor to pull its own cable through the Grantor Conduit (such pull cable to be owned by Grantor upon placement) and proof such conduit to ensure there is sufficient space for a 48-strand fiber cable. If Grantee installs its own fiber and there is then insufficient space for a 48-strand fiber cable, Grantee shall build a shadow duct for Grantor for such portion of the conduit that has insufficient space (per this Section) at Grantee’s sole cost. If Grantee is unable to run all fiber contemplated by this Section through Grantor Conduit, such conduit shall be “non-accessible” per Section 3.03 of this Agreement. The inability to run a pull cable shall not prevent Grantee from using the affected conduit section pursuant to this Agreement. If, at a later date, Grantor attempts to pull a cable no larger than 48 fiber count through any section of conduit used by Grantee under this Agreement and such conduit has insufficient space to allow such cable, Grantee shall attempt to repair such conduit and, if no repair is possible, Grantee shall build a shadow duct for Grantor for such portion of the conduit that has insufficient space at Grantee’s sole cost.

2.03 Grantee will be responsible for maintenance of all of its conduit, fiber and equipment beyond the Grantor FON. Grantee owns or will own, and will be solely responsible for the procurement and maintenance of all electronic, optronic and other equipment, materials and facilities used by Grantee in connection with the operation of Grantee Fiber, none of which is or will be part of the Grantor FON., and none of which is included in the maintenance services provided by Grantor under this Agreement.

2.04 Grantor owns the Grantor FON, unless otherwise stated in this Agreement. Except as specifically authorized in Article 3, only Grantor will be allowed to: perform conduit connections to the Grantor FON or perform maintenance of the Grantor FON, either directly or through a contractor.

ARTICLE 3.
GRANTEE CONNECTIONS AND RELOCATION COSTS

3.01 Unless otherwise agreed between Grantor and Grantee, Grantor will be responsible for the design, construction, maintenance, and management of all of the Grantor FON. Grantor or Grantor's contractors shall perform all such work. Unless otherwise allowed under this Agreement, Grantee shall not perform any construction or maintenance on Grantor FON.

Notwithstanding the foregoing, Grantee shall be allowed to design and construct connections of Grantee handholes to Grantor's co-located handholes. Such connections shall become a part of Grantor's FON upon completion, subject to Grantor inspection and acceptance. When performing such collocation, Grantee shall: 1) pay all costs associated with such connections until they become a part of Grantor's FON; 2) collocate ("COLO") its handholes in close proximity to those of the Grantor; 3) place its fiber inside an innerduct from the entry duct in the Grantor handhole to the exit duct in the Grantee COLO handhole location, and all pass through handhole locations of Grantor; 4) clearly identify the duct with multiple fiber identification markers and position it at the bottom of the handhole so as to not impede Grantor access to its own network.

3.02 Relocation of Grantor FON. If Grantor is required (i) by any Governmental Authority under the power of eminent domain or otherwise, (ii) by Grantor or the provider of any Required Right, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate any Grantor Conduit containing Grantee Fiber, Grantor shall have the right to proceed with such relocation, including, but not limited to, the right to reasonably determine the extent and timing of, and methods to be used for, such relocation. Grantor shall give Grantee 90 days' notice of the required relocation, including all required relocations of Grantee connections to the Grantor FON. Grantor will keep Grantee informed regarding the relocation. If possible, the relocation will incorporate the same or the equivalent of the Grantee connection that was there before the relocation. Grantor will perform any relocation in a manner that should reasonably minimize the disruption of Grantee's use of its Grantee connection. Unless the relocation is solely the result of acts or omissions of Grantee or a contractor of Grantee, Grantor shall be responsible for all costs of relocating Grantor's Conduit and Grantee shall be responsible for the cost of relocating the Grantee Fiber that requires relocation.

3.03 Network Conduit Replacement. While the Grantee is conducting proofing requirements for conduit access, should it be determined the Grantor Conduit is deemed non-accessible, the Grantee may, at its sole option, propose placement of new conduit from hand hole to hand hole. Grantee shall build such conduit as Grantee Conduit but shall include a shadow duct for Grantor to be built in accordance with Parties' 2020 Reimbursement Agreement for Duct Construction to connect to the last usable hand holes on each side in a conduit system owned by Grantee outside of the Grantor FON route. Such shadow duct shall be paid for by Grantor under the reimbursement agreement.

Such shadow duct shall become a part of the Grantor FON upon completion, subject to Grantor's inspection and approval, and the Total Conduit Footage (and related Annual Usage Fee) shall reflect the net adjustment for removing the blocked conduit. Upon completion of any Network Conduit Replacement, Grantee's invoice will be adjusted for the net decrease in the Annual Usage Fee (prorated through the following June 30th) for its use.

ARTICLE 4.
ONE-TIME FEE

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ARTICLE 5.
USAGE FEE, MAINTENANCE, OTHER CHARGES,
AND TECHNICAL SUPPORT

5.01 Annual Usage Fee. In consideration of Grantor's responsibilities under this Agreement, subject to the adjustments described in Section 2.01, Section 5.02, and Exhibit B, Grantee shall pay to Grantor an Annual Usage Fee as outlined in Exhibit B, commencing with the Effective Date and continuing thereafter for each Grantor fiscal year (July 1 through June 30) until the expiration of the Term of this Agreement. Except as otherwise explicitly provided, the Annual Usage Fee covers Grantee's right to use the Designated Conduit as described herein.

5.02 The Annual Usage Fee shall be adjusted annually, starting **July 1, 2021**, based on the CPI Adjustment referenced in Exhibit B.

5.03 Except as otherwise explicitly provided in this Agreement for a particular payment, the Annual Usage Fee shall be due and payable on or before July 1 of each year. Any sums not paid by Grantee within thirty (30) days of the due date shall bear interest at the Prime Rate plus two percent (2%). In the event the Effective Date occurs other than on July 1, the first Annual Usage Fee shall be prorated to reflect the actual number of days access will be provided under this Agreement prior to the next July 1st. Payment of the first Annual Usage Fee, whether with or without proration, is due within thirty (30) days after the Effective Date.

5.04 Maintenance. Grantee agrees Grantor is the sole owner of the Grantor FON and will be exclusively responsible for all maintenance and repairs thereto on a Reasonable Effort basis. Grantor shall have no responsibility or obligation for maintenance or repairs of Grantee Fiber and of Grantee Conduit and the fiber and related equipment within Grantee Conduit. Grantor or its contractor(s) shall perform all Scheduled and Unscheduled Maintenance as provided in Exhibit C.

5.05 Additional Maintenance Work. Additional Maintenance Work shall be undertaken at the Grantor's sole discretion, after receipt of a written request from Grantee, and shall be performed solely by Grantor or by a contractor of Grantor, on a Reasonable Effort basis. Grantor shall provide the Grantee the cost estimate for the work and Grantee must consent to payment of the cost of the Additional Maintenance Work in writing prior to the Additional Maintenance Work being performed. Grantee shall reimburse Grantor for all Costs incurred in connection with such Additional Maintenance Work. Grantee agrees to pay Grantor within thirty (30) days after Grantor sends Grantee an invoice for the Costs. Any sums not paid by Grantee when due shall bear interest at the Prime Rate plus two percent (2%).

5.06 Technical Support. All incidents, problems, issues, or questions related to the Grantor FON that affect operation of Grantee Fiber must be directed to the City of Ann Arbor Help Desk at 734-794-6550 or helpdesk@a2gov.org. A Help Desk ticket will be created and assigned to the

appropriate resource based on the reported issue. All matters not resolved to the satisfaction of Grantee should be directed to the head of the City of Ann Arbor IT Department as provided in Exhibit E.

5.07 Service Level. Response to all Help Desk tickets will be addressed on a Reasonable Effort basis and at the discretion of the Help Desk dispatcher, Help Desk Manager or Information Technology Director.

ARTICLE 6.
TERM

6.01 This Agreement shall become effective on _____, **2020** (the “Effective Date”). Except as otherwise provided, the Term shall commence on the Effective Date, and shall continue until **June 30, 2035**, unless abandoned by Grantee in accordance with Section 6.05 below or terminated in accordance with Article 13. Grantee and Grantor may mutually agree to extend the Term of this Agreement for two additional fifteen-year terms (“Renewal Terms”), subject to renegotiation and mutual agreement of the Annual Usage Fee for each Renewal Term. The first Renewal Term would begin on **July 1, 2035**. The second Renewal Term would begin on **July 1, 2050** and end on **June 30, 2065**. Grantee will provide Grantor written notice of its desire to extend the Term not later than ninety (90) days prior to the end of the applicable Term or Renewal Term.

6.02 At the end of the Term, upon termination in accordance with Article 13, or upon abandonment pursuant to this Article 6, all rights to the use of Grantee Fiber in Grantor Conduit, or any portion of Grantee Fiber that is abandoned, shall revert to Grantor without reimbursement of any of the fees, sums, costs, fees or expenses previously made with respect thereto, and from and after such time Grantee shall have no further rights hereunder with respect thereto.

6.03 The expiration or termination of this Agreement shall not affect the rights or obligations of any party hereto with respect to any payment for maintenance or other services rendered prior to the date of expiration or termination.

6.04 This Agreement shall become effective on the Effective Date and shall terminate upon expiration of the Term pursuant to Section 6.01, on the date of a termination pursuant to Article 13, or upon proper abandonment in accordance with Section 6.05, except that those provisions of this Agreement that are expressly provided herein to survive such termination shall remain binding on the parties hereto.

6.05 If at any time during the Term, Grantee determines it does not wish to continue its use of all or any portion of the Designated Conduit covered by this Agreement, Grantee shall have the right to abandon all or a portion of Designated Conduit covered by this Agreement with a minimum of ninety (90) days' written notice to Grantor. Upon such abandonment, all rights of Grantee to use Designated Conduit, or that portion of Designated Conduit it has abandoned, shall cease, and all rights to the use of that fiber shall reside with Grantor at no cost to Grantor. In the event of such abandonment, except for provisions that extend past termination, this Agreement shall terminate as to Designated Conduit abandoned by Grantee, and Grantee shall not be entitled to a refund of any fees or other costs paid.

6.06 At the end of the Term, upon termination for abandonment as provided in Section 6.05, or upon termination pursuant to Article 13, Grantor will be responsible for disconnecting any and all Grantee Conduit connections to the Grantor FON. Grantee agrees that Grantor has the right to perform the disconnection, and Grantee will not interfere with Grantor or its contractor's efforts and ability to perform the disconnection. Grantee shall remove Grantee Fiber in the Grantor FON at the end of the Term. If Grantee Fiber is not removed within ninety (90) days of the end of the Term, then Grantor may assume ownership and control of the Grantee Fiber, and all other Grantee equipment remaining in Grantor FON, as abandoned under 6.05.

ARTICLE 7.
REQUIRED RIGHTS

7.01 Grantor represents and warrants that it will obtain and maintain in full force during the Term all rights, licenses, permits, authorizations, rights-of-way, easements and other agreements that are necessary for Grantor to install and maintain the Grantor FON, and permit the Grantor Conduit use by Grantee contemplated by this Agreement (collectively, the "Required Rights"). Grantee represents and warrants that it will obtain and maintain in full force and effect during the Term, all rights, licenses, permits, easements, authorizations, franchises and other approvals that are necessary to both comply with applicable law and for Grantee to: 1) enter into this Agreement with Grantor, 2) exercise its rights hereunder; 3) to use Grantor Conduit; and 4) for Grantee to assume the financial and other obligations required of Grantee by this Agreement.

7.02 Grantor represents that it is not in default under any of the Required Rights that would permit a grantor of a Required Right to terminate such right prior to its stated expiration date, or would otherwise materially, adversely impair or affect Grantee's ability to use the Grantor Conduit or exercise its rights with respect thereto, as provided and permitted hereunder, and to the best of its knowledge, no grantor of Required Rights is in default under an existing Required Rights document. Grantor further represents and warrants that to the best of its knowledge, no language or requirement in any Required Rights imposes material requirements, restrictions and/or limitations upon Grantee's right to use Grantor Conduit.

7.03 If the stated term of any Required Right expires, in accordance with its ordinary terms, on a date earlier than the last day of the Term of this Agreement, Grantor shall, at its sole cost, exercise any renewal rights thereunder or otherwise acquire extensions, additions and/or replacements as may be necessary for the Required Right to be continued until a date that is not earlier than the last day of the Term of this Agreement.

ARTICLE 8.
TAXES

All amounts payable under this Agreement are exclusive of taxes. Grantee shall pay all applicable sales or use taxes assessed as a result of the purchase of Grantee's right to use the Designated Conduit hereunder. Grantor shall bear and pay all costs, transfer taxes, fees, and expenses incurred in connection with the transfer or purchase of the right to use the Designated Conduit unless Grantor is exempt or otherwise prohibited by law from making such payments. If Grantor is exempt from such taxes, Grantor will promptly inform Grantee, and provide the

appropriate documents to Grantee such that Grantee will be relieved of any associated liability to the extent permitted by law; in which case Grantee shall not bear or pay any costs, taxes, fees or expenses that Grantor is not obligated to pay. Otherwise, Grantee shall pay only such costs, taxes, fees, and expenses that are legally required to be paid by Grantee. Grantee shall only be responsible for applicable personal or real property taxes after the sale of the right to use the Designated Conduit to Grantee. Grantee shall not be responsible for any taxes based on the income, business, right to do business, or profits of Grantor. Grantor shall file all returns, reports, forms or notices required to be filed with respect to all such taxes for which Grantor is responsible. Grantor will provide Grantee with such information as reasonably required to complete and file any returns, reports or forms legally required to be filed by Grantee, or to establish a claim for exemption from any applicable taxes arising under this Agreement. Grantor and Grantee shall reasonably cooperate in resolving any issues relating to taxes paid by a party relating to the Designated Conduit that are double billed to the other party. Notwithstanding the foregoing, however, Grantee shall have the right to protest, by appropriate proceedings, the imposition or assessment of any such taxes. In the event of any refund, rebate, reduction or abatement of any such taxes, Grantee shall be entitled to receive any such refund, rebate, reduction or abatement based on the ownership of Grantee or the prorated portion of such refund, rebate, reduction or abatement to the extent it extends to the Designated Conduit.

In the event that applicable laws or regulations require Grantor to file returns for and pay ad valorem property taxes imposed on or assessed against the Grantee Fiber and its use of the Grantor FON, Grantor shall do so. To the extent such property taxes relate to Grantee's right to use the Designated Conduit after the sale to Grantee, Grantee will reimburse Grantor for the taxes paid by Grantor within thirty (30) days after Grantor sends Grantee a valid invoice for the taxes. Any sums not paid by Grantee when due shall bear interest at the Prime Rate plus two percent (2%).

ARTICLE 9.

USE OF THE GRANTOR FIBER OPTIC NETWORK (FON)

9.01 Grantee represents and warrants that it will use the Grantor FON hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.

9.02 Grantee agrees that as long it is making use of the Grantor FON, it will honor the requirements of net neutrality, abide by open Internet policies, ensure the Internet remains open, and will not throttle, block, or provide paid prioritization of content. To the extent not prohibited by law, Grantee will provide clear and accessible notices of filtering, blocking and prioritization to the Grantee's customers. Grantee acknowledges and agrees that it has no right to use any of the Grantor FON other than what is stated in this Agreement and that it shall use Reasonable Efforts to keep all of the Grantor FON free from any liens, rights, or claims of any third party attributable to Grantee.

9.03 Grantor agrees and acknowledges that it has no right to use the Grantee Fiber during the Term of this Agreement, and agrees it shall use Reasonable Efforts to keep the Grantee Fiber, including Grantee Fiber additions, free from any liens, rights, or claims of any third party attributable to Grantor.

9.04 Grantee and Grantor agree to cooperate with each other to comply with any requirements of any Governmental Authority applicable to their respective rights and obligations under this Agreement.

ARTICLE 10.

INDEMNIFICATION

Notwithstanding anything to the contrary herein and only to the extent allowed by law, Grantee shall indemnify and hold Grantor harmless from any and all damages, losses, claims, suits, actions or judgments, including all expenses, reasonable attorney fees, witness fees and costs of defending or prosecuting any such claim, or appeals therefrom, relating to personal injury (including death) and damage to tangible personal property to the extent arising from Grantee's negligent or intentional acts or omissions in connection with the performance of this Agreement or Grantee's negligent or intentional acts or omissions in connection with the installation, use, or maintenance of the Grantor FON, including any interference or damage to any third person or property. Grantee agrees to investigate (and at Grantor's election, defend with counsel approved by Grantor), indemnify, and hold harmless Grantor from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including, without limitation, attorney's fees) and causes of action of whatsoever character which Grantor may be subjected to on account of loss of or damage to or destruction of property, including but not limited to the Grantor FON, and loss of use thereof to the extent arising from Grantee's, its agents', invitee, or contractors' negligent acts or omissions in connection with the performance of this Agreement or Grantee's, its agents', invitees' or contractors' negligent or intentional acts or omissions in connection with the installation, use or maintenance of the Grantor FON. Grantee shall not agree to any settlement or compromise of any such claim without the Grantor's consent, which consent shall not be unreasonably conditioned, withheld or delayed. These rights and obligations shall survive the termination of this Agreement.

ARTICLE 11.

LIMITATION OF LIABILITY

11.01 Neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the party's failure to perform its obligations under this Agreement, all claims for which damages are hereby specifically waived, regardless of the type of claim, and regardless of the acts, omissions, or circumstances that give rise to those damages.

11.02 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party; provided, however, that neither party shall make any claim for indirect, special or consequential damages against any third party who has a right of indemnification or other right of recovery against a party to this Agreement.

11.03 Grantor reserves its right to assert governmental immunity on behalf of itself, its officials and employees, and no provision in this Agreement shall, or shall be construed to, waive or limit the governmental immunity of Grantor or its officials and employees.

ARTICLE 12.
INSURANCE

12.01 From the Effective Date of this Agreement and lasting until all of Grantee's Fiber is safely removed from Grantor FON and all of Grantee's Conduit is disconnected from Grantor FON, Grantee shall procure and maintain such insurance policies, including those set forth below, as will protect itself and the Grantor from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Grantee, or anyone employed by Grantee. Prior to commencement of any work under this Agreement, Grantee shall provide to the Grantor a certificate of insurance and related endorsements reasonably satisfactory to the Grantor, through Grantor-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance shall document that the Grantee satisfies the following requirements. When requested, Grantee shall provide certificates of insurance and related endorsements evidencing for its subcontractor(s) (if any) have obtained and maintained substantially the same coverage as required of Grantee.

Required insurance policies include:

(a) Commercial General Liability Insurance equivalent to, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be included as an additional insured as their interest may appear under this Agreement.. The following limits of liability are required:

- i. \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability;
- ii. \$2,000,000 General Aggregate;
- iii. \$1,000,000 Personal and Advertising Injury; and
- iv. \$2,000,000 Products and Completed Operations Aggregate, Explosion, Collapse and Underground
- v.

(b) Telecommunications, Media & Technology Errors & Omissions insurance policy, including:

- i. Network Security & Cyber Liability covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services described in this Agreement;
- ii. Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- iii. Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity

theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;

- iv. Loss or denial of service; and
- v. No cyber terrorism exclusion;

with a limit of \$5,000,000 each claim and aggregate. Such coverage must include technology/professional liability, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Grantee.

- 12.02 Insurance required under Section 12.01 shall be considered primary as respects any other valid or collectible insurance that the Grantor may possess, including any self-insured retentions the Grantor may have; and any other insurance the Grantor does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
- 12.03 Certificates of insurance are subject to approval of the Grantor Attorney, which approval shall not be unreasonably withheld. Upon receipt of notice from its insurer(s) Grantee shall provide the City of Ann Arbor with 30-day prior written notice of cancellation of any required coverage. Further, the documentation must explicitly state the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), and address of insured; project name; policy expiration date; and specific coverage amounts. If any of the above coverages expire by their terms during the term of this Agreement, the Grantee shall deliver certificates of insurance and related endorsements as proof of renewal through Grantor-approved means at least ten days prior to the expiration date.
- 12.04 Any Insurance provider of Grantee shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the Grantor.

ARTICLE 13.

DEFAULT AND TERMINATION

13.01 If (i) Grantee makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy, other insolvency protection against Grantee is filed and not dismissed with 120 days; or (iii) Grantee fails to observe and perform any of its material obligations under the terms and provisions of this Agreement and such failure continues without cure for a period of thirty (30) days after written notice from Grantor (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then Grantor may, subject to Article 17, take any or all of the following actions: If the default consists of a failure of Grantee to pay fees under this Agreement, Grantor may terminate this Agreement, if not paid within the above grace period. and the Term, in which event Grantor shall have no further duties or obligations hereunder; In the event of any other default hereunder, Grantor may, subject to Article 11, pursue any legal remedies it may have under applicable law or principles of equity relating to such default.

13.02 If Grantor materially fails to observe and perform any of its obligations under the terms and provisions of this Agreement and such failure continues for a period of thirty (30) days after written notice from Grantee (or if such failure is not susceptible to a cure within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then Grantee may, subject to Article 17, (A) terminate this Agreement, and (B) subject to Article 11, pursue any legal remedies it may have under applicable law or principles of equity relating to such default. If Grantee terminates pursuant to this Section 13.02, Grantee shall have no further duties or obligations hereunder except for obligations that either accrued prior to termination or extend beyond termination as provided in this Agreement.

13.03 Neither party shall be in default under this Agreement, and such party's performance of an obligation, except payment of Conduit Use Fees, shall be excused and extended, if and to the extent and during the period that any failure or delay in such party's performance of one or more of its obligations hereunder is proximately caused by any of the following conditions, each of which shall be deemed a "Force Majeure Event": Any act of God; shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor; lack of or delay in transportation; strikes or lockouts; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; failure of a third party to provide or to recognize a Required Right (provided Grantor is not in default thereunder and has made timely and Reasonable Efforts to obtain the same); any other cause beyond the reasonable control of such party.

ARTICLE 14. ASSIGNMENT

14.01 Grantor may assign, encumber or otherwise transfer this Agreement or any of its rights and interests therein to any other person at any time; provided Grantor shall not be released from its obligations to Grantee hereunder unless those obligations are included in the assignment, and

provided that Grantor shall provide Grantee with notice of such assignment. Grantor may also sell, transfer, lease, license, grant indefeasible rights of use and enter into similar agreements or arrangements with other persons respecting any fibers, cable and conduit constituting a part of the Grantor FON so long as any such transaction does not affect Grantee's rights hereunder.

14.02 Grantee may not assign, encumber or otherwise transfer this Agreement or any of its rights and interests therein to any other person without the prior written consent of Grantor. Any assignee or other transferee shall use the Grantee FON only for lawful purposes, as provided in Section 9.02, and shall be subject to all of the terms and conditions of this Agreement. An assignee's refusal to be bound unconditionally by all the terms of this Agreement will void any purported transfer or assignment of this Agreement. Notwithstanding the foregoing, Grantee shall have the right to assign this Agreement without consent to any parent, subsidiary or affiliate, or to any corporation or other entity into which it may be merged or consolidated or which purchases all or substantially all of its stock or assets.

14.03 This Agreement and each party's respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

ARTICLE 15. REPRESENTATIONS AND WARRANTIES

15.01 In addition to Grantor's representations in Article 7, each party represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this Agreement; (ii) it has taken all requisite action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iv) its execution of and performance under this Agreement does not and will not violate any applicable local, state or federal regulations, rules, statutes, regulatory decisions, or court orders.

15.02 EXCEPT AS SET FORTH IN THE FOREGOING SECTION 15.01, OR IN SECTIONS 7.01 AND 7.02, GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GRANTOR FON, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

15.03 Grantor represents and warrants to Grantee that, as of the Effective Date, this Agreement is not subject to City prevailing wage, living wage, or other such City laws requiring payment of wages in excess of minimum wage laws.

ARTICLE 16. CONFIDENTIALITY AND NON-DISCLOSURE

16.01 Grantor and Grantee agree that if Grantee at any time needs to see information belonging to Grantor that is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act, and federal bioterrorism and homeland security laws (collectively

(referred to as “Confidential Information”) for purposes of implementation of the terms of this Agreement, and if Grantor in its sole discretion is willing to allow Grantee to see any part or all of the Confidential Information, then Grantee agrees it shall first enter into a Non-Disclosure Agreement satisfactory to Grantor. Grantee understands and agrees that Grantor will not disclose to Grantee the Confidential Information until Grantee and all necessary employees have executed the required Non-Disclosure Agreement.

16.02 The provisions of this Article and of any Non-Disclosure Agreement shall survive the termination of this Agreement.

ARTICLE 17. DISPUTE RESOLUTION

17.01 If the parties are unable to resolve any dispute arising under or relating to this Agreement, the parties shall resolve such disagreement or dispute in accordance with the Article.

17.02 Either party may refer the matter to management-level representatives of the parties by written notice to the other party (the “Dispute Notice”). Within fifteen (15) days after delivery of the Dispute Notice such representatives of both parties shall meet at a mutually acceptable time and place to exchange all relevant information in an attempt to resolve the dispute. Each party shall exercise its discretion to select the appropriate management-level representative.

17.03 If the matter has not been resolved within thirty (30) days after delivery of the Dispute Notice, or if management-level representatives of the parties fail to meet within fifteen (15) days after delivery of such Dispute Notice, the parties may initiate mediation in accordance with the procedures set forth in 17.04 below. All negotiations conducted by such management-level representatives shall be confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

17.04 If the management-level representatives of the parties are unable to resolve the dispute or have failed to meet, the parties agree to participate in a non-binding mediation procedure if either party initiates the procedure as follows: A mediator will be selected by agreement between the parties. Representatives of each of the parties will meet with the mediator at a time and place determined by the mediator, but not more than sixty (60) days after delivery of the Dispute Notice unless a later date is agreed to among the parties and the mediator. The parties shall decide whether to include legal counsel at the mediation. The fees of the mediator and other costs of the mediation will be shared equally by the parties. Either party may abandon the mediation procedure before a resolution is reached, but must participate in the mediation in good faith.

17.05 Nothing herein shall prevent either party from filing an action in a court of competent jurisdiction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

ARTICLE 18.
NOTICES

All notices or other communications that are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

IF TO GRANTOR:

Information Technology Director
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104
Attn: Tom Shewchuk

With copies to:

Financial and Administrative Services Area Administrator
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104

IF TO GRANTEE:

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
400 International Parkway
Richardson, Texas 75081
Attention: Senior Manager, Network Contract Services

With copies to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005

Or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered, if delivered personally, on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

ARTICLE 19.
ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

ARTICLE 20.

RELATIONSHIP OF THE PARTIES

The relationship between Grantor and Grantee shall not be that of partners, agents, or joint venturers for or with one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose.

ARTICLE 21.

COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

ARTICLE 22.

CONSTRUCTION AND INTERPRETATION OF AGREEMENT

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

ARTICLE 23.

SEVERABILITY

If any term or provision of this Agreement, the deletion of which would not materially adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, Grantor and Grantee shall negotiate in good

faith an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

ARTICLE 24.
GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan without reference to its choice of law principles.

ARTICLE 25
E-TRANSACTIONS

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

GRANTOR:

GRANTEE:

CITY OF ANN ARBOR
A Michigan municipal corporation

MCIMETRO ACCESS TRANSMISSION
SERVICES CORP.
A Delaware corporation

By _____
Christopher Taylor, Mayor

By _____
Printed Name: _____
Title: _____

By _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Tom Crawford, Interim City Administrator

Tom Shewchuk, Information Technology Director

Approved as to Form and Content:

Stephen K. Postema, City Attorney

Exhibit A
Conduit Footage Table and Conduit Location Table

Conduit Footage Table

Total Conduit Footage	50,875 Feet
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Conduit Location Table

EXHIBIT B					
Street					Footage
E. Stadium Drive & S. Industrial					3,556
S. Main St. to Williams					5,473
E. Liberty to Ashley to S. Division					1,709
N. Main to E. Huron to Catherine					694
Catherine					612
Miller Street to RxR Tracks					645
Washington St. -1st to Main					3,154
Williams St. to Thompson to Ashley					743
Williams St. To Ashley & State					2,180
State St. to E. Williams to Huron					1,320
Glen to E. Huron to Fuller					1,200
E. Huron to S. Main to Washington					11,421
S. Main to North Ann Arbor Salin					1,494
Fuller Rd. to Glen to Fuller					2,613
E. Medical Ctr. Drive					400
Ann (East of Glenn)					549
Zina Pitcher -Ann St. South					69
N. Main at Miller, North side					576
North University					0
Washtenaw Ave, Suniverity Ave to E Stadium Blvd					7875
Total City Owned Conduit passable					46,283
Total City Owned Conduit Failed Proofing				Est.	4,592
Washtenaw Ave, Palmer Dr to Geddes Ave					1,007
Zina Pitcher Pl, Eann St to E Huron St					400
Glen Ave, Cathrine St to Anne St					370
E Huron St, N Ingalls St to Fletcher St					410
E Huron St, N Divison St to N State St					520
Fuller Rd, crossing RR tracks and Fuller Rd					220
Catherine St, crossing N Ashley St					85
Washington St, near S 4th Ave					60
E Liberty St, crossing S 5th Ave					40
E Liberty St, near S 4th Ave					25
Main St, Scio Church Rd to Pioneer High School Rd					1,508
Main St, S of Scio Church Rd					410
Wahtenaw Ave, North of E Stadium Blvd					110
Estimated Total					5,165

Exhibit B
Conduit Use Fees

Following are the pricing components for fees, usage and maintenance:

Annual Usage Fee: \$1.70 per each foot of the Total Conduit Footage in the Ann Arbor Downtown Development Authority (DDA) area as it exists as of the Effective Date and as it may increase thereafter; and \$1.41 per each foot of the Total Conduit Footage outside such DDA area. Total Conduit Footage in the DDA area equals 17,600 and Total Conduit Footage outside the DDA area equals 33,275.

Based on Grantee's Total Conduit Footage listed in Exhibit A as of the Effective Date of this Agreement, the Annual Usage Fee for the first year of this Agreement shall be \$76,837.75 (which shall be pro-rated in accordance with Section 5.03).

CPI Adjustment: Commencing on the July 1, 2020 and on each July 1 thereafter (each such date a "CPI Adjustment Date"), the Annual Usage Fee then in effect shall be adjusted, upward only, by a percentage equal to the percentage increase in the CPI Index. CPI Index shall mean the Consumer Price Index presently designated as the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, U.S. City Average, (Base 1982-1984 equals 100) as reported in June prior to the CPI Adjustment Date. In the event that the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index mutually agreed upon by the parties to be a comparable and recognized index of purchasing power of the United States consumer dollar published by the U.S. Department of Labor or other governmental agency.

If the Total Conduit Footage listed in Exhibit A changes, the Annual Usage Fee in effect at the time of the change will be adjusted in accordance with Section 2.01 and this Agreement.

Exhibit C

Maintenance Requirements and Procedures

Scheduled Maintenance

Scheduled Maintenance as defined in Section 1.17 shall be performed by or under the direction of Grantor on a Reasonable Effort basis. Scheduled Maintenance may include, but may not be limited to, the following activities:

- Patrol of the Grantor FON route on a regularly scheduled basis, at minimum annually.
- Annual visual review of Grantor FON.
- Identification of issues in or related to the Grantor FON and identification of appropriate action(s) to address those issues.
- Response to “Miss Dig” notices and performance of all required cable locates. Grantee will be responsible for responding to “Miss Dig” notices with respect to Grantee Conduit.
- Assignment of fiber maintenance technicians to the Grantor FON.
- Tree trimming.
- Pole mounting inspection and repair.
- Pole attachment changes.
- Resolution of issues in or related to the Grantor FON.
- Minor general fiber cable repair.

Unscheduled Maintenance

“Unscheduled Maintenance” as defined in Section 1.19 shall be performed by or under the direction of Grantor on a Reasonable Effort basis. Unscheduled Maintenance shall include, but not be limited to, the following:

- “Emergency Unscheduled Maintenance” in response to notification of any failure, interruption, or impairment in the operation of the Grantor FON or Grantee Fiber within the Grantor FON, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Grantor FON or Grantee Fiber within the Grantor FON:
 - Grantor shall dispatch its own crews to perform required tasks to place its fiber back into service. Grantee shall at its own expense dispatch its own crews to place its fiber that is in Grantor FON conduit system back into service should failure or interruption occur. Notwithstanding anything in the foregoing, if Grantee requires access to Grantor FON that Grantee cannot access through Grantee’s own hand

holes, Grantee must seek and obtain approval from Grantor before it may access Grantor FON.

- Grantor and Grantee will provide notice to each other should they be notified of such an occurrence and will work in a cooperative manner so as to avoid causing any delay in completing repairs and placing fiber back into active service. Should Grantor require and/or request any assistance from Grantee, Grantee shall conduct the work without delay, in accordance with the pricing schedule in Exhibit F, and billed directly to Grantor by Grantee with net 30-day terms.
- “Non-Emergency Unscheduled Maintenance” in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Grantor FON or Grantee Fiber not covered by Scheduled Maintenance. Grantee shall immediately report the need for Unscheduled Maintenance to Grantor in accordance with the Problem Reporting procedures in this Exhibit E. Grantor will log the time of Grantee’s report, verify the problem, and schedule and dispatch personnel to take corrective action.

Grantor will not be responsible for outages due to Grantee neglect.

Grantor will take all Reasonable Efforts to resolve Unscheduled Maintenance problems completely but Grantee accepts that there may be situations where the problem needs repair on a temporary basis and final repairs completed at a later date/time.

Performance Expectations

Grantor shall make every effort to dispatch maintenance and repair personnel within 4 hours to address problems detected in the Grantor FON on a Reasonable Effort basis: (i) Upon notification by Grantee to Grantor, or (ii) upon notification by a third party. Grantor will not be responsible for monitoring the performance or operation of the Grantee Fiber; in the event that Grantee detects a failure in the operation of the Grantee Fiber that may indicate the need for Unscheduled Maintenance, Grantee shall report same to Grantor. Grantor will restore Grantor segments based on the Restoration Priority listed in the Conduit Location Table in Exhibit A.

Any major planned service outages of the Grantor FON will be communicated by Grantor to Grantee a minimum of 10 business days prior to the planned service outages.

Maintenance Schedules (Scheduled and Unscheduled)

Grantor’s maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Grantor shall endeavor to have, but shall not guarantee that it will have, its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time Grantor becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events.

Problem Reporting

Grantee shall report Unscheduled Maintenance problems to Grantor via email at helpdesk@a2gov.org or by phone at 734-794-6550. If immediate response is required during the

hours of 5:00 p.m. to 8:00 a.m. Grantee shall call the phone number provided above. Grantee should make every effort to verify its on-premise equipment is in good working order prior to reporting a problem to Grantor. For all other problems, Grantor may contact Grantee utilizing the contact information in the Grantor Contact List in this Exhibit E.

Planned Service Work Period

Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. The intent is to schedule maintenance to minimize down-time and high-traffic periods.

Cooperation and Coordination

In performing Maintenance services hereunder, Grantor or its contractor will take reasonable care to prevent impairment to the performance of the Grantee Fiber. In addition, Grantor shall reasonably cooperate with Grantee in sharing information and analyzing the disturbances regarding the Grantee Fiber.

Grantor shall notify Grantee as soon as is practicable under the circumstances, but in no event less than ten (10) business days prior to the date of any Scheduled Maintenance on the Grantor FON and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Grantee shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Grantor’s ability to perform its obligations under the Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Grantor shall notify Grantee at Grantor’s earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Grantor Contact List

Name	Title	Phone	Cell	Email
David Harris	Network Engineer Lead	734-794-6285	734-323-6803	dharris@a2gov.org
Tom Shewchuk	IT Director	734-794-6551 x-45510	517-719-4162	tshewchuk@a2gov.org
Help Desk		734-794-6550		helpdesk@a2gov.org

Escalation

Grantee can escalate any issues to the City of Ann Arbor IT Director at 734-794-6551 x-45510 or tshewchuk@a2gov.org.

Grantee Contact List:

Marlon Redd	Turf Engineer	313-588-0849	marlon.redd@verizon.com
John Irving	Turf Engineer	313-220-8688	john.t.irving@verizon.com
Tony Tate	Project Manager	248-417-4459	tony.tate@verizon.com
Joe Coppola	Area Manager	848-239-0784	joseph.coppola@verizon.com

Grantee Escalation Contact List:

Marlon Redd	Turf Engineer	313-588-0849	marlon.redd@verizon.com
John Irving	Turf Engineer	313-220-8688	john.t.irving@verizon.com
Tony Tate	Project Manager	248-417-4459	tony.tate@verizon.com
Joe Coppola	Area Manager	848-239-0784	joseph.coppola@verizon.com

Grantee Emergency Contact for Cable Outages:

Verizon NOC		800-873-7866	
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Grantee Fiber Security Notification (Locating Service)

Verizon Fiber Security		800-624-9675	
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Restoration and Location Priority

In the case of a failure, Grantor will repair conduit, to the extent practicable, in accordance with the Restoration Priority identified in Exhibit A, Conduit Location Table. If Exhibit A is modified to add a Grantee location, Grantee is responsible for notifying Grantor in writing of changes to the priority list due to the addition of the location. Grantor will honor Grantee's priorities if possible.