

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.30  
(ID # 17057)**

**MEETING DATE:**

Tuesday, September 14, 2021

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Ratify and approve the Dark Fiber License Agreement and the Licensed Fiber Order No. 200226 with Charter Communications Operating, LLC (subsidiary of Spectrum Enterprise), for the renewal of the county's dark fiber circuits to provide connectivity and services at five county locations on the county's private voice and data networks starting June 21, 2021 through July 31, 2031 without seeking competitive bids. All Districts [Total Aggregate Cost \$1,001,664 - RCIT Budget-100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Dark Fiber License Agreement and the Licensed Fiber Order No. 200226 with Charter Communications Operating, LLC (subsidiary of Spectrum Enterprise), for the renewal of the county's dark fiber circuits for a total aggregate amount of \$1,001,664 starting June 21, 2021 through July 31, 2031 without seeking competitive bids and authorize the Chairperson of the Board to sign three (3) copies of the Agreements on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments, service orders and/or change orders for Licensed Fiber that exercise the options of the original agreement, including modification of the scope of services that stay within the intent of the agreement.

**ACTION:Policy**

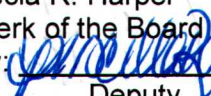
  
Jim Smith, Chief Information Officer 8/18/2021

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 14, 2021  
xc: RCIT

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 100,166	\$ 100,166	\$ 1,001,664	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RCIT Budget -100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22 – 31/32	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

As the principal telecommunications service organization for the county, Riverside County Information Technology's (RCIT) mission is to maintain critical path transmissions for data and voice communications that are vital to county agencies and departmental locations 24 hours per day, seven days per week. On June 20, 2006 (Item 3.34), the county entered into an agreement with Charter Business to provide dark fiber to service 5 locations within the City of Riverside for fifteen (15) years.

The county's current dark fiber circuits agreement expired on June 20, 2021. RCIT would like to renew services for dark fiber circuits starting June 21, 2021 through July 31, 2031. This new agreement will continue to support the locations listed below which are currently utilizing dark fiber provided by Charter Communications Operating, LLC (subsidiary of Spectrum Enterprise) within the City of Riverside.

Dark fiber will be provided at the following locations:

- Purchasing and Fleet Services, Washington St., Riverside, CA
- County Circle, County Circle Dr., Riverside, CA – Supporting Environmental Health, Public Health, EDA Facilities Management, Human Resources and Behavioral Health
- County Administrative Center, Lemon St., Riverside, CA – Supporting the Board of Supervisors, Executive Office, TLMA, Human Resources, Clerk of the Board, Treasurer Tax, Assessor Clerk & Recorder
- County Communications Center, Alessandro Blvd., Riverside, CA. - Supporting Sheriff and RCIT Public Safety Enterprise Communications
- 10th Street, 10th St., Riverside, CA - Supporting EDA and RCIT

RCIT has been using dark fiber, both in county owned and leased buildings from various companies at a variety of sites throughout the county for more than 20 years. The use of dark fiber has allowed us to be flexible with Departments demands for higher network bandwidth, while also providing an easily upgradable solution at reduced costs compared with telephone company services. Dark fiber allows us to upgrade the bandwidth of a connection by upgrading the network equipment at each end of the dark fiber circuit, whereas upgrading a telephone



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

company circuit usually results in the procurement and ordering of new circuits with timelines of up to one year or more to implement.

This item is to ratify and approve the new agreement for dark fiber with Charter Communications Operating, LLC., as the negotiation and approval process with the vendor was extensive due to the complexity and the duration of the agreement. Additionally, Charter was acquired by Spectrum Enterprises in which the vendor experienced staffing changes that also delayed the completion of the agreement by the vendor.

**Impact on Residents and Businesses**

Dark fiber will continue to enhance and provide the county the infrastructure required to meet the needs of our constituents for a faster and reliable network connectivity into our private network to meet their service delivery needs and network reliability. There is no negative impact on residence and businesses with the approval of this Agreement.

**Additional Fiscal Information**

This renewal is to provide dark fiber service to each of the above county locations at a total cost of \$1,001,664. Funding for this Agreement has been budgeted through the normal RCIT budget process.

Below is the estimated cost for the agreement period:

<b>Service Address</b>	<b>Monthly Recurring Charge</b>
Alessandro Blvd., Riverside	\$869.50
Lemon St., Riverside	\$3,478.00
County Circle Dr., Riverside	\$869.50
Washington St., Riverside	\$869.50
10th St., Riverside	\$869.50
<b>Monthly Subtotal</b>	<b>\$6,956.00</b>
Taxes, Fees & Surcharges	\$1,391.20
Monthly Total	\$8,347.20
Annual Total (per year)	\$100,166.40
<b>Total Agreement Amount (10-year term)</b>	<b>\$1,001,664.00</b>

**Contract History and Price Reasonableness**

This agreement will give the County an estimated 32% discount for each site, which in turn will provide an estimated overall savings of 56% for the previous agreement.

The previous agreement ended on June 20, 2021; therefore, the county went back to the incumbent and has negotiated with now Charter Communications Operating, LLC (subsidiary

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

of Spectrum Enterprise) per the terms of the new agreement which will allow the County to continue to provide these services to the existing five locations using the dark fiber currently in place through July 31, 2031.

The department requested and received a Single Source Justification approval for the selection of dark fiber circuits. There are only two providers that can provide dark fiber within the City of Riverside. The county is currently using both providers of dark fiber on our private network, which helps us provide maximum possible redundancy and scalability at our mission critical sites. This will allow the county the flexibility to increase the bandwidth for critical locations as the county's bandwidth requirements increase. This service has been used for the past 20 years and has proven to be a reliable solution at a lower cost than the traditional telephone company circuits that are part of our awarded providers portfolio.

**Attachments:**

- A. Spectrum Enterprise Dark Fiber License Agreement
- B. Spectrum Licensed Fiber Order No. 210622
- C. Single/Sole Source Justification – Spectrum-Charter Dark Fiber

  
Tina Grande, Director of Purchasing and Fleet Services 8/24/2021

  
Venus Brambila, Deputy Director - Administration 9/3/2021

  
Gregory L. Priamos, Director County Counsel 8/25/2021



**JIM SMITH**  
Chief Information Officer

**TRACY TILLMAN**  
Deputy Director Admin - IT

**ANTHONY CHOGYOJI**  
Chief Information Security Officer



**JENNIFER HILBER, ACIO**  
Enterprise Applications Bureau

**GIL MEJIA, ACIO**  
Technology Services Bureau

**GUSTAVO VAZQUEZ, ACIO**  
Converged Communications Bureau  
Public Safety Enterprise Communications

Date: July 29, 2021

To: Board of Supervisors/Purchasing Agent

From: Jim Smith, Chief Information Officer

Via: Purchasing

Subject: Sole Source Procurement: Renewal of dark fiber circuits provided by Charter Communications Operating, LLC (subsidiary of Spectrum Enterprise) for five (5) county locations

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** Charter Communications Operating, LLC (subsidiary of Spectrum Enterprise)
2. **Vendor ID:** 0000231879
3. ☐ **Single Source** ☒ **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**  
☐ **Yes** ☒ **No**
- 4a. **Was the request approved for a different project?**  
☐ **Yes** ☒ **No**
5. **Supply/Service being requested:**  
Renewal of the county's dark fiber circuits to provide connectivity and services at five county locations on the county's private voice and data networks.
  - Central Purchasing and Fleet Services, Riverside, CA
  - County Circle Riverside, CA –Environmental Health, Public Health, EDA Facilities Management, Human Resources and Behavioral Health
  - County Administrative Center, Riverside CA – Board of Supervisors, Executive Office, TLMA, Human Resources, Clerk of the Board, Treasurer Tax, Assessor Clerk & Recorder
  - County Communications Center, Riverside, CA. - Sherriff and RCIT Public Safety Enterprise Communications

- EDA and RCIT – Riverside, CA

- 6. Unique features of the supply/service being requested from this supplier.** There are only two providers that can provide dark fiber within the City of Riverside, Crown Castle and Charter. We are currently using them both on our private network, with Crown Castle providing services according to Board of Supervisors action on August 6, 2019, MO# 3.33. Having two dark fiber providers helps the County provide maximum possible redundancy and scalability at our mission critical sites. In the event we need higher bandwidth we can increase it by simply installing new equipment to handle the bandwidth increase. Traditional telephone company suppliers can provide higher bandwidth however at a much higher cost compared to dark fiber.
- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** This will allow the County the flexibility to increase the bandwidth for critical locations as the county's bandwidth requirements increase. This service has been used for the past 20 years and has proven to be a reliable solution. This Dark Fiber solution comes in at a lower cost than the traditional telephone company circuits that are part of our awarded providers portfolio.

RCIT has been using Charter Communications Operating, LLC dark fiber, both in county owned and leased buildings from various companies at a variety of sites throughout the county for more than 20 years. The use of dark fiber has allowed us to be flexible as Departments demands for higher network bandwidth increase, while also providing an easily upgradable solution at reduced costs compared with telephone company services. Dark fiber allows us to upgrade the bandwidth of a connection by upgrading the network equipment at each end of the dark fiber circuit, whereas upgrading a telephone company circuit usually results in the procurement and ordering of new circuits and constructions timelines of up to one year or more to implement.

- 8. Period of Performance:** Ten years. From: June 21, 2021 to July 31, 2031

Is this an annually renewable contract? ☒ No ☐ Yes  
 Is this a fixed-term agreement: ☐ No ☒ Yes

- 9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

This renewal is to provide ten years of dark fiber service to each of the above county locations at a total cost of \$1,001,664. Funding for this Agreement has been budgeted through the normal RCIT budget process. Below is the estimated cost for the ten-year period:

Service Address	Monthly Recurring Charge
Alessandro Blvd., Riverside	\$869.50



Lemon St., Riverside	\$3,478.00
County Circle Dr., Riverside	\$869.50
Washington St., Riverside	\$869.50
10th St., Riverside	\$869.50
<b>Monthly Subtotal</b>	<b>\$6,956.00</b>
Taxes, Fees & Surcharges	\$1,391.20
Monthly Total	\$8,347.20
Annual Total	\$100,166.40
<b>Total Agreement Amount</b>	<b>\$1,001,664.00</b>

**10. Price Reasonableness:** In 2006, the Purchasing Department on behalf of RCIT issued a formal competitive bid for dark fiber and mailed the bid notification to six potential vendors known to provide dark fiber services, the bid was also advertised on the Internet. The County did not receive any responses when the bid closed. Purchasing contacted the incumbent, Charter Business, and successfully negotiated a fifteen-year agreement on behalf of RCIT.

Based on the negotiations with Charter Business, the Board of Supervisors approved the fifteen-year agreement with Charter on June 20, 2006 MO# 3.34.

**11. Projected Board of Supervisor Date:** August 24, 2021.

\_\_\_\_\_  
RCIT Bureau Approval

\_\_\_\_\_  
RCIT Deputy Director of Administration Approval

\_\_\_\_\_  
Department Head Signature  
(or designee)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

-----  
**The section below is to be completed by the Purchasing Agent or designee.**  
-----

Purchasing Department Comments:

**Approve**

**Approve with Condition/s**

**Disapprove**

Condition/s:

**Not to exceed:**

☐ **One-time** \$ \_\_\_\_\_

☐ **Annual Amount** \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

*(If Annual Amount Varies each FY)*

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

---

Purchasing Agent

Date

Approval Number  
(Reference on Purchasing Documents)





Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details		Background Information
<b>Vendor</b> <b>Fulfillment Address</b>  <b>Vendor Phone</b>  <b>Distribution</b> The system will distribute purchase orders using the method(s) indicated below: Check this box to customize order distribution information. <input checked="" type="checkbox"/> Email (HTML Body)                      maria.frew@charter.com Contract	Charter Communications LLCp - Services: (preferred) Box 223085 Pittsburgh, Pennsylvania 15251-2085 United States  +1 877-892-4662	<p><b>Please indicate if this is a single or sole source below</b></p> <p style="text-align: center;">Sole Source</p> <p><b>Have you previously requested <u>and</u> received approval for a sole/single source request for this vendor for your department?</b></p> <p style="text-align: center;">No</p> <p><b>If selected "yes", please provide the approved SSJ# below</b></p> <p>SSJ#</p> <p><b>If selected "yes", was the request approved for a different project?</b></p>
Purchase Details		Current Year Cost
<p><b>1. Supply/Service being requested:</b></p> <p>Renewal of the County's dark fiber circuits to provide connectivity and services at five county locations on the County's private voice and data networks.</p> <ul style="list-style-type: none"> <li>• Central Purchasing and Fleet Services, Riverside, CA</li> <li>• County Circle Riverside, CA –Environmental Health, Public Health, EDA Facilities Management, Human Resources and Behavioral Health</li> <li>• County Administrative Center, Riverside CA – Board of Supervisors, Executive Office, TLMA, Human Resources, Clerk of the Board, Treasurer Tax, Assessor Clerk &amp; Recorder</li> <li>• County Communications Center, Riverside, CA. - Sherriff and RCIT Public Safety Enterprise Communications</li> <li>• EDA and RCIT – Riverside, CA</li> </ul> <p><b>2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:</b></p>		<p><b>6. Identify all costs for this requested purchase.</b></p> <p>You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.</p> <p><i>Describe</i> all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.</p>



There are only two providers that can provide dark fiber within the City of Riverside, Crown Castle and Charter. We are currently using them both on our private network, with Crown Castle providing services according to Board of Supervisors action on August 6, 2019, MO# 3.33. Having two dark fiber providers helps the County provide maximum possible redundancy and scalability at our mission critical sites. In the event we need higher bandwidth we can increase it by simply installing new equipment to handle the bandwidth increase. Traditional telephone company suppliers can provide higher bandwidth however at a much higher cost compared to dark fiber.

### 3. Reasons why my department requires these unique features and what benefit will accrue to the county:

This will allow the County the flexibility to increase the bandwidth for critical locations as the county's bandwidth requirements increase. This service has been used for the past 20 years and has proven to be a reliable solution. This Dark Fiber solution comes in at a lower cost than the traditional telephone company circuits that are part of our awarded providers portfolio.

RCIT has been using Charter Communications Operating, LLC dark fiber, both in county owned and leased buildings from various companies at a variety of sites throughout the county for more than 20 years. The use of dark fiber has allowed us to be flexible as Departments demands for higher network bandwidth increase, while also providing an easily upgradable solution at reduced costs compared with telephone company services. Dark fiber allows us to upgrade the bandwidth of a connection by upgrading the network equipment at each end of the dark fiber circuit, whereas upgrading a telephone company circuit usually results in the procurement and ordering of new circuits and constructions timelines of up to one year or more to implement.

4. Period of Performance 06/21/2021

From:

Period of Performance To: 07/31/2031

Is this an annually renewable contract or is it fixed term?

Fixed Term

### 5. Price Reasonableness:

In 2006, the Purchasing Department on behalf of RCIT issued a formal competitive bid for dark fiber and mailed the bid notification to six potential vendors known to provide dark fiber services, the bid was also advertised on the Internet. The County did not receive any responses when the bid closed. Purchasing contacted the incumbent, Charter Business, and successfully negotiated a fifteen-year agreement on behalf of RCIT.

This 10 year agreement / contract will give us an estimated 32% off from each site. Which in turn will give us an estimated overall savings of 56% from the previous years contract.

Based on the negotiations with Charter Business, the Board of Supervisors approved the fifteen-year agreement with Charter on June 20, 2006 MO# 3.34.

Projected Board of Supervisor 8/24/2021

Date (if applicable):

Commodity Code 91551

This renewal is to provide ten years of dark fiber service to each of the above county locations at a total cost of \$1,001,664. Funding for this Agreement has been budgeted through the normal RCIT budget process. Below is the estimated cost for the ten-year period:

Monthly Subtotal \$6,956.00  
Taxes, Fees & Surcharges \$1,391.20  
Monthly Total \$8,347.20  
Annual Total \$100,166.40  
Total Agreement Amount \$1,001,664.00

*Insert all current fiscal year costs in the table below.* Label the 'description' as the item that is being purchased.

#### Current FY Costs

Description	Price
Alessandro Blvd., Riverside	\$ 869.50
Lemon St., Riverside	\$ 3,478.00
County Circle Dr., Riverside	\$ 869.50
Washington St., Riverside	\$ 869.50
10th St., Riverside	\$ 869.50

#### *Enter all additional FY costs in the table below.*

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY 22/23 Annual Total
	\$100,166.40
FY	FY 23/24 Annual Total
	\$100,166.40
FY	FY 24/25 Annual Total
	\$100,166.40
FY	FY 25/26 Annual Total
	\$100,166.40
FY	FY 26/27 Annual Total
	\$100,166.40
Additional FY Cost	FY 27/28 Annual Total
	\$100,166.40

*Describe all additional costs associated with this procurement in the box below.* Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 0.00

### Supporting Documentation



If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

#### Purchasing Approval

Approved by	Date Approved	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Tina Grande 8/11/2021	

Total 0.00



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**SPECTRUM ENTERPRISE  
DARK FIBER LICENSE AGREEMENT**

The Licensee identified below ("Licensee") hereby acknowledges and agrees to the Dark Fiber License Agreement attached hereto (the "License Agreement") by and between the Licensee and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum"). Spectrum and Licensee may each be referred to as a "Party" or collectively as the "Parties."

**Spectrum Sales Support Contact Information**

Spectrum Account Executive: Maria Frew  
Office: (562) 677-0273 Mobile: (310) 770-9518

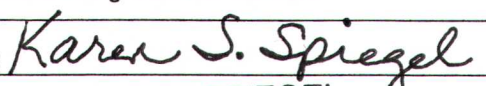
**Licensee Information**

Licensee Name (Exact Legal Name): County of Riverside				
Street Address: 4080 Lemon St	Suite:	City: Riverside	State: CA	Zip Code: 92501
Licensee's Main Tel. No.: (951) 955-7774		Fax. No.:		
Licensee Contact Name: Martin Fincham		Tel No: (951) 955-0631		E-mail: mfincham@rivco.org

**Agreement**

BY EXECUTING BELOW, LICENSEE ACKNOWLEDGES THAT: (1) LICENSEE ACCEPTS AND AGREES TO BE BOUND BY THE LICENSE AGREEMENT, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE LICENSE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, LICENSEE IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

ATTEST:  
KECIA R. HARPER, Clerk  
By  DEPUTY

<b>Authorized Signature for Licensee</b>	<b>Charter Communications Operating, LLC</b>
By: 	By: Charter Communications, Inc., its Manager
Name: KAREN SPIEGEL	Name:
Title: Chair, Board of Supervisors	Title:
Date: SEP 14 2021	Date:

FORM APPROVED COUNTY COUNSEL  
BY  8/10/21  
KRISTINE BELL-VALDEZ DATE

SEP 14 2021 3.30



## DARK FIBER LICENSE AGREEMENT

### 1. DEFINITIONS

As used in this License Agreement, the following terms shall have the following meanings ascribed to them:

- a. **"Acceptance Date"** has the meaning ascribed in Section 3.1(d).
- b. **"Cable"** means all Spectrum fiber optic cable now or hereafter containing the Licensed Fiber(s).
- c. **"Claims"** means causes of action, losses, claims, liabilities, costs (including reasonable attorneys' fees and related necessary legal costs), damages for injury to or death of Persons, impairment to the environment, and loss of or damage to property.
- d. **"Costs"** means one hundred and fifteen percent (115%) of all direct internal and third party costs, fees, charges, and expenses incurred by Spectrum in performing the services or work and which it utilizes in billing third parties for reimbursable projects, including without limitation, the engineering, construction and/or installation of any portion of the System and in continuing, operating, repairing or maintaining any portion of the System.
- e. **"Delivery Date"** means the date Licensed Fiber(s) are made available to Licensee based on each respective Fiber Attachment.
- f. **"Force Majeure Event"** means causes beyond the reasonable control of an affected Party, including, but not limited to, (i) acts of God, fire, lightning, storm, flood, or other natural disaster, or failures of a third-party service provider; (ii) denial of use of poles or other facilities of a utility company, or fiber cuts; (iii) laws, orders, rules, regulations, directions, or actions of, or delays or issues arising out of the issuance of permits or other authorizations or approvals by, governmental authorities having jurisdiction over this License Agreement; or (iv) any civil or military action including national emergencies, riots, war, terrorism and civil insurrections. Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.
- g. **"Governmental Authority"** shall mean any Federal, State, Regional, County, City, Municipal, Local, territorial, or Tribal government, whether foreign or domestic or any department, agency, bureau, taxing authority from any of the foregoing including without limitation courts, public utilities, and sewer authorities.
- h. **"Imposition"** shall mean all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including, without limitation, gross receipts taxes and franchises, license, and/or permit fees) together with any penalties, fines, assessments or interest thereon, imposed upon the Licensed Fiber(s) and/or the transactions contemplated by this License Agreement, in either case by any federal, state, or local government or other public taxing authority of competent jurisdiction.
- i. **"Licensed Fiber(s)"** shall mean the optical fibers in the number and of the type specified in a Licensed Fiber Order along the System Route and licensed to Licensee. Additional Licensed Fiber(s) may be added to this License Agreement from time to time upon mutual agreement of the Parties by entering into a new Licensed Fiber Order.
- j. **"Licensed Fiber Order(s)"** shall mean any Licensed Fiber order document submitted by Licensee and accepted by Spectrum.
- k. **"Person"** shall mean any individual, partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.
- l. **"Rights of Way"** shall mean the land and other rights granted to Spectrum by a third party through or by way of the Underlying Rights.
- m. **"Specifications"** shall mean the specifications set forth in Exhibit A attached hereto with respect to the Licensed Fiber(s).
- n. **"System"** shall mean the fiber optic communication system along the System Route.







**a. Acceptance and Testing**

- i. Spectrum shall provide to Licensee all previously completed fiber-testing reports to the extent such are applicable to the Licensed Fiber(s).
- ii. Licensee shall have the right, but not the obligation, at its sole expense, to conduct its own testing for purposes of acceptance as set forth in Exhibit B ("Fiber Acceptance Testing"). Licensee shall perform any such Fiber Acceptance Testing of the Licensed Fiber(s) upon same being made available to Licensee by Spectrum. Spectrum shall have the right, but not the obligation, to have a person or persons present to observe Licensee's Fiber Acceptance Testing. Within five (5) business days of the conclusion of Licensee's Fiber Acceptance Testing of the Licensed Fiber(s), Licensee shall provide Spectrum with a copy of the test results.
- iii. If the results of the tests of the Licensed Fiber(s) reveals a material failure of the Licensed Fibers to satisfy the requirements of the License Agreement, Licensee shall notify Spectrum that the Licensed Fiber(s) are unacceptable within ten (10) days following delivery of the Licensed Fiber(s) and provide a copy of its Fiber Acceptance Testing reports (the copy of Licensee's Fiber Acceptance Testing results indicating such failure to meet applicable Specifications, shall be deemed Licensee's notice of unacceptability). Thereupon, Spectrum shall use commercially reasonable efforts to take such action as shall be reasonably necessary to remedy such material failure within five (5) business days from receipt of Licensee's notice of unacceptability. After taking such actions, Spectrum Licensee shall again have the right to conduct its own Fiber Acceptance Testing as set forth in Exhibit B. The cycle described above for testing, taking corrective action and retesting shall take place as many times as necessary.
- iv. Licensee shall be deemed to have accepted the Licensed Fiber(s) unless it notifies Spectrum within ten (10) days following delivery of the Licensed Fiber(s) that the fiber is unacceptable or notifies Spectrum within the ten (10) day period that Licensee has accepted the Licensed Fiber(s) after conducting its own Fiber Acceptance Testing. If the results of Licensee's Fiber Acceptance Testing are within the parameters of the Specifications in Exhibit B, Licensee shall, within ten (10) days following delivery of the Licensed Fibers and Spectrum's previously completed testing results, provide Spectrum with a written notice accepting the Licensed Fiber(s). The date of this notice or the date of deemed acceptance of the Licensed Fiber(s), as the case may be, shall be the "Acceptance Date" for the Licensed Fiber(s).

**b. Maintenance and Repair.**

- i. Spectrum shall maintain and repair the Licensed Fiber(s) pursuant to the specifications set forth in Exhibit C, to assure the continuing conformity of the Licensed Fiber(s) with their respective Specifications. Notwithstanding any provision in this Agreement to the contrary, the Costs of procurement, installation, splicing, splice testing and other Costs associated with the replacement or restoration of the Cable for Spectrum facilities in excess of \$1,500 for any event or series of closely related events (i) shall be shared pro-rata among all users of the Cable according to the total number of fibers each user has/is using in the same route as the Cable which is to be restored or replaced, or if the Licensee is the sole user of the conduit, then (ii) shall be paid by the Licensee pro-rata, based on the number of fibers in the affected portion of the System that are Licensed Fibers; provided that such restoration or repair is not the result of the negligence or willful misconduct of one of the parties hereto, in which case the damage-causing party shall bear the entire cost thereof (proportionate to such party's responsibility if both respective parties are at fault).
- ii. Spectrum, at Licensee's sole expense and at Spectrum's then-prevailing rates, shall perform maintenance and repair necessitated by Licensee's negligence or willful misconduct or upon Licensee's elective maintenance or repair requests. For cases where pro-rata cost of repair/replacement of the Licensed Fiber(s) exceeds \$25,000 unless the same was caused by the negligence or willful misconduct of the Licensee, in which case Licensee shall reimburse Spectrum for the entire cost thereof (proportionate to such Licensee's responsibility if other parties are at fault). Spectrum may invoice Licensee at Spectrum's then-prevailing commercial rates for such work, plus any charges for repair or replacement of Licensed Fiber(s). Licensee may choose to not pay such expenses and consequently forfeit all rights to the Licensed Fiber(s) requiring replacement or restoration, and Spectrum shall have no obligations with respect to such affected Licensed Fiber(s). Licensee shall not be responsible for any maintenance or repair of any Spectrum equipment except as set forth above.
- iii. Spectrum shall respond to any interruption of service or failure of the Licensed Fiber(s) to operate in accordance with this Agreement in accordance with the procedures set forth in Exhibit C.
- iv. Spectrum shall be responsible for routine maintenance of Cable, Cable locates, and Costs thereof not specifically due to requirements of or damaged caused by Licensee or its representatives as set forth in Exhibit C.
- v. Licensee bears sole responsibility for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Licensee in connection with the use of a portion of the System



or operation of the Licensed Fibers, none of which is included in the services to be provided by Spectrum under the Agreement.

- c. **Relocation.** If, after the Acceptance or Effective Date with respect to any portion of the System, Spectrum is required (i) by any Governmental Authority under the power of eminent domain or otherwise, (ii) by Spectrum or a provider of any Underlying Right, (iii) by any other Person having the authority to require (any or all of the above, a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate the System within such portion of the System or any further portion thereof, then Spectrum shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Licensee shall reimburse Spectrum for its proportionate share of the Costs (including Fiber Acceptance Testing and/or amounts paid to a Relocating Authority) related to any such relocation request (to the extent Spectrum has not been reimbursed by the Relocating Authority) allocated to Licensee pro rata based on the number of Licensed Fibers and the total fiber count in the affected portion of the System.

## 5. DELIVERY, USE AND CONNECTION

- a. **Delivery of Fibers.** Spectrum will deliver to Licensee the Licensed Fiber(s) within a commercially reasonable amount of time as mutually agreeable between the parties. Spectrum shall endeavor to deliver to Licensee as-builts (maps, diagrams, etc.) with respect to the Licensed Fiber(s) delivered hereunder no later than one hundred eighty (180) days following such delivery.
- b. **Access.** Spectrum will provide Licensee with reasonable access to the Licensed Fiber(s) at such handholds and splice points with existing slack coils on the System Route ("Connecting Points") as reasonably requested by Licensee, subject only to the requirements in the Underlying Rights and provided that such access points do not materially interfere with any Spectrum facilities. For Licensed Fiber(s) terminating on and/or traversing across Licensee's (or its contractor's or agent's) property, Licensee will provide Spectrum with access to the Licensed Fiber(s) at any point along the fiber up to and including the splice point and/or demarcation.
- c. **Use of Facilities.** Licensee may use the Licensed Fiber(s) for its business uses to provide any lawful communications services *provided, however*, that Licensee shall not resell, re-license, or permit a third party to assign, sell, license, sublicense, exchange, encumber, transfer or grant an indefeasible right of use of other similar right or interest or otherwise permit or convey the Licensed Fibers themselves. For purposes of clarification, Licensee may use the Licensed Fiber(s) in conjunction with its network to serve its customers a managed type service.
- d. **Additional Restrictions on Use of Facilities.** Additionally, Licensee shall not use the Licensed Fiber(s) in any manner that is not in compliance with (i) any and all applicable government codes, ordinances, laws, rules, regulations and/or restrictions, and (ii) the Underlying Rights, as such may be amended from time to time. Licensee shall not use any product or service that fails to comply with any applicable standard industry safety rules or that would cause any Cable or related facility of Spectrum to violate any state or federal environmental laws. Licensee shall at all times (x) ensure that the types of electronics or technologies employed to utilize the Licensed Fiber(s) do not interfere with the quiet use and enjoyment of or create any risk of damage to all or any portion of the System used by Spectrum or any other user of the System, or a portion of any other similar system, (y) use commercially reasonable safety procedures with such use. Licensee shall not use the Licensed Fibers, any portion of the System, Cable, System or any associated property (tangible and intangible property solely as needed for the use of the Licensed Fiber, "Associated Property") in a way which interferes in any way with, creates any risk of damage to, or otherwise adversely affects the use of, the fibers, cable or conduit of any other Person using the System and/or any similar services of another entity.
- e. **Connection.**
  - i. If Licensee desires to connect other fiber optic cables to the Licensed Fiber(s) or create connections with buildings or other structures along the System Route, Licensee will submit a request in writing and shall provide details of the request for Spectrum to review. After review, Spectrum may approve the request and Spectrum will cooperate with Licensee to the extent necessary to enable Licensee to acquire rights to connect to the Licensed Fiber(s) via available Rights of Way and Spectrum will place connecting facilities on the Rights of Way between the Licensed Fiber(s) and such adjoining properties, subject to (i) the ability to do so pursuant to the Underlying Rights and (ii) Licensee's agreement to pay any incremental increase in Costs arising from or otherwise due to Licensee's proposed use thereof. Such additional connections activity shall be at Licensee's sole cost and expense (including Costs incurred by Spectrum in providing oversight of any contractors excavating on the Rights of Way or near the Cable to make such connection).



Each connection to the Licensed Fiber(s) requiring a Cable to be connected will be performed by Spectrum at Licensee's sole expense. In order to schedule a connection of this type, Licensee shall contact Spectrum to undertake the work not less than thirty (30) days in advance of the date the connection is requested to be completed. Such work will be mutually agreed upon by the Parties or as otherwise agreed to in writing for specific projects.

- ii. If Licensee desires to construct fiber to connect to the Licensed Fiber(s) and Spectrum has approved such connection in writing and subject to (i) restrictions affecting the same as mandated by the Underlying Rights and Spectrum's advance written approval thereof, not to be unreasonably withheld, Spectrum will allow Licensee or Licensee's agent (contractor), provided they meet Spectrum's reasonable contractor qualification standards to perform such construction. Licensee must allow a Spectrum agent to be present during such construction. Licensee will pay the Cost of the Spectrum agent's oversight of the construction on the Rights of Way or near the Cable and the Spectrum agent shall have the absolute ability to direct the activities of the Licensee's contractor, when performing construction activities on the Underlying Rights or in areas adjacent to the facilities of Spectrum. Any additional such work shall be undertaken by Spectrum at Licensee's request and within a reasonable amount of time. Licensee shall reimburse Spectrum for all Costs incurred in connection with such work.

## 6. PAYMENT TERMS

- a. **License Fee.** The recurring and non-recurring charges and fees to be paid by Licensee to Spectrum for the grant of the Licenses to the Licensed Fiber(s) is set forth in the applicable Licensed Fiber Order. The non-recurring charge for initial engineering and design related to the Licensed Fibers, as specified in the applicable Licensed Fiber Order, is due and payable within five (5) days after execution of the Licensed Fiber Order. All other fees, including, total monthly recurring license fees, Costs and Impositions, owed by Licensee to Spectrum shall be paid within thirty (30) days after the date appearing on the invoice.
- b. **Invoicing Disputes; Late Payments.** Licensee must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Licensee to receive any credit that may be due. Licensee must have and present a reasonable basis for disputing any amount charged. A late payment shall be (i) any payment received after the period specified herein for such payment, and/or (ii) any payment of disputed amounts that is received more than forty-five (45) days after the date such payment is determined to have been due in a final resolution of such dispute. Late payments shall accrue interest at a rate equal to the lesser of one and one half (1.5) percent or the highest rate allowed by law.
- c. **Payment of Impositions.** To the extent **allowed by law and the extent** that Licensee holds a License to the Licensed Fiber(s) hereunder, Licensee shall reimburse Spectrum for its proportionate share of any and all Impositions imposed upon or with respect to the System Route by third parties during such periods Licensee has use of the Licensed Fiber(s). Licensee's proportionate share of such Imposition shall be determined based on the relative number of Licensed Fiber(s) in the affected portion of the System Route compared to the total number of fibers in the affected portion of the System Route during the relevant period of use by Licensee. Spectrum shall provide Licensee with reasonable supporting documentation for Impositions for which Spectrum seeks reimbursement. Following the Acceptance Date, Licensee and Spectrum, respectively, shall be separately responsible for any and all Impositions (i) expressly or implicitly imposed upon, based upon, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to such Party due to its respective interest or use of the System Route and/or any facility to which rights are granted hereunder, or (ii) which have been separately assessed or imposed upon the respective interest of use by such third party on or with respect to the System Route and/or any Provided Facility.
- d. **Contest of Impositions.** Notwithstanding any provision herein to the contrary, Spectrum shall have the right to contest any Imposition to the full extent that such contest does not materially and adversely affect Licensee's ability to utilize any License or right granted hereunder and the associated Licensed Fiber(s). The out-of-pocket costs and expenses (including reasonable attorney's fees) incurred by Spectrum in any such contest shall be borne by Spectrum. Further, where Spectrum does not contest an Imposition, Licensee shall have the right, after notice to Spectrum, to contest such Imposition as long as such contest does not materially and adversely affect the title, property or rights to the System, the Licensed Fiber(s) and/or otherwise the business interests of Spectrum. The out-of-pocket costs and expenses (including reasonable attorney's fees) incurred by Licensee and any refund or credit Imposition in any such contest shall not be shared by Spectrum.
- e. **Taxes and Fees.** Licensee shall pay all applicable taxes, fees, or surcharges imposed upon or with respect to amounts billed by Spectrum for the license rights provided pursuant to this agreement including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, other taxes, and other



state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income.

- f. **Tax Exempt Status.** If a Licensee wishes to claim tax-exempt status, then Licensee must supply Spectrum with a copy of Licensee's tax exemption certificate or other documentation supporting Licensee's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable services. If Licensee supplies such documentation after that time, Spectrum will apply it to Licensee's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Licensee agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Licensee hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Licensee of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Licensee.
- g. **Adjustment of Impositions.** Spectrum reserves the right, from time to time, to change the surcharges for services under this License Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Licensee the amount of any state or local fees or taxes arising as a result of this License Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Licensee that Spectrum is entitled under applicable law to pass through to or otherwise charge Licensee for Licensee's use or receipt of the services. Such fees or taxes shall be invoiced to Licensee in the form of a surcharge included on Licensee's invoice.
- h. **Disputes.** To the extent that a dispute arises under this License Agreement as to which Party is liable for fees or taxes, Licensee shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Licensee producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Licensee acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its Licensees. Licensee agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Licensee. Licensee hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

## 7. REPRESENTATIONS, WARRANTIES, DISCLAIMER, INDEMNIFICATION

- a. **Representations and Warranties.** In addition to any other representations and warranties contained in this Agreement, each Party hereto represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) it has taken all requisite corporate or company 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; and (iv) its execution of and performance under this Agreement shall not violate any applicable then-existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court, or body.
- b. **Disclaimer of Warranties.** LICENSEE ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE LICENSED FIBERS, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF LICENSEE'S EQUIPMENT AND LICENSEE'S NETWORK. LICENSEE ACKNOWLEDGES THAT SPECTRUM IS PROVIDING DARK FIBER ONLY AND IS NOT PROVIDING ANY EQUIPMENT OR ANY INTERNET ACCESS, ETHERNET, MANAGED SERVICES, OR ANY OTHER SERVICES THROUGH USE OF THE LICENSED FIBERS. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR ANY SERVICES DEPLOYED ON THE LICENSED FIBERS OR ANY APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH ANY SUCH SERVICES SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH SERVICES, APPLICATIONS, OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE LICENSED FIBERS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS



AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE LICENSED FIBERS WILL MEET LICENSEE'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. IN ADDITION, LICENSEE ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO LICENSEE UNDER THIS AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR QUIET ENJOYMENT.

- c. **Insurance.** Without in any way limiting the Parties' obligations set forth in this Agreement, from the effective date of this Agreement until one year after this Agreement is terminated as to all Licensed Fiber(s), Licensee shall procure and maintain in force at its sole cost and expense the following insurance coverages from companies that are lawfully approved to do business in all states in which the Licensed Fiber(s) are located, in the amounts and with limits as set forth below:
  - i. Combined single-limit liability insurance, on an occurrence basis, for personal injury and property damage, including, without limitation, injury or damage arising from liability for completed operations of not less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate for each annual period;
  - ii. Workers' compensation insurance in amounts required by applicable law and employers' liability insurance; and
  - iii. Spectrum shall be listed as an additional insured on all policies maintained by Licensee as set forth above, except workers' compensation (provided that such additional insured coverage shall not include events arising from the acts or omissions of Spectrum, its agents, employees, contractors, licensees, and/or invitees). All such policies of insurance shall provide that the additional insured shall be notified in writing at least thirty (30) days prior to any cancellation of such policy. Licensee shall provide Spectrum with certificates of insurance evidencing such insurance coverage.
- d. **Customer Responsibility.** Customer understands and agrees that Spectrum disclaims and shall not be responsible for any liability to the full extent that such arises from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and/or any Service Order, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Customer is solely responsible for the use of the Services, for its own personnel and their acts and omissions.
- e. **Notice and Defense of Third-Party Actions.** The Licensee shall have the right to assume control of the defense of, settle, or otherwise dispose of such third-party action on such terms as the Licensee deems reasonably appropriate; *provided, however, that:*
  - i. Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim;
  - ii. The Licensee shall obtain the prior written consent of the Indemnified Party before entering into any settlement or compromise requiring the payment of money or admission or any acknowledgment of facts or any liability in respect thereof or the affirmative obligation of the Indemnified Party, which consent shall not be unreasonably withheld;
  - iii. No Licensee shall consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a relicensure from all liability in respect of such third-party action; and
  - iv. Notwithstanding the foregoing provisions of Section 6.4, to the extent Spectrum is required under the terms and provisions of any Underlying Right to indemnify any provider of such right from and against any and all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the System, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of Spectrum and/or provider of any of their employees, agents, contractors, subcontractors or other Persons using the property covered by such Underlying Right, Licensee hereby releases Spectrum and such providers from, and hereby waives, all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the System regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction, of Spectrum or such providers or any of their employees, agents, contractors, subcontractors or other Persons using the property covered by such Underlying Right.

## 8. DELAYS AND LIMITATION OF LIABILITY



- a. **Outage Liability; Restoration Delays.** Spectrum is not responsible for monitoring the performance or operation of the Licensed Fibers, and Licensee must report detected failures of any portion of the System or of the Licensed Fibers to Spectrum's Enterprise Technical Support. Under no circumstances shall Spectrum be liable for any delay in restoring any Licensed Fiber(s) or any operational aspect of the System containing such Licensed Fiber(s), which has been subjected to an outage, interference or interruption.
- b. **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF LICENSED FIBERS, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF LICENSEE'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO LICENSEE WITH REGARD TO A LICENSED FIBER ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING ONE TIME COSTS, PAID OR PAYABLE BY LICENSEE TO SPECTRUM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OR INACCESSIBILITY OF THE LICENSED FIBERS. No claims for damages with respect to this Agreement may be made more than one (1) year after the date that the event giving rise to such claim is known or reasonably should have been known to the person or entity making such claim.

## 9. CONFIDENTIALITY

- a. **Confidential Information.** "Confidential Information" shall mean any and all non-public information provided by one Party to this Agreement to the other Party for use in connection with the investigation, negotiation or performance of this Agreement that has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE. "Confidential Information" excludes any information that (i) the subject Party notifies the recipient in writing is not confidential, (ii) is or becomes available to the recipient on a non-confidential basis from a source other than the subject Party, any Person acting on behalf of the subject Party, or any Person who has confidentiality obligations (whether to the subject Party or otherwise) provided that such disclosure was not itself a breach of a confidentiality obligation running to the subject Party, (iii) is or becomes generally available to the public other than as a result of a disclosure by the recipient or any Person to whom such recipient disclosed the information, or (iv) is required to be disclosed by law, subject to the provisions of Section 9.d hereof. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, business information, and results of operations, financial information, financial forecasts and projections, capital projects, research and development, design plans, management plans, business plans, marketing plans, and feasibility plans, markets, business, products, services, contracts, customers, suppliers, trade secrets, operating procedures, material and labor costs, sources and requirements, and technological means, methods and processes, as well as every study, report, analysis, notation, summary, synopsis, compilation and other document (collectively, "Work Product") containing, analyzing or otherwise reflecting any Confidential Information described above, and may be communicated orally, in writing, by electronic or magnetic media, by visual observation, or by other means.
- b. **Confidentiality.** Except as otherwise provided in Section 9.c, neither Party will, without the prior written consent of the Party providing such Confidential Information, (i) use any portion of such Confidential Information for any purpose other than performance pursuant to this Agreement, or (ii) disclose any portion of such Confidential Information to any persons or entities other than the affiliates of such Party and to the officers, employees and contractors of such Party who reasonably need to have access to such Confidential Information for purposes of performance under this Agreement and have agreed to comply with confidentiality terms no less stringent than those set forth in this Agreement in order to preserve the disclosing party's expectation of confidentiality hereunder. The receiving Party agrees to guard Confidential Information utilizing the same degree of care utilized by such recipient Party in protecting its own Confidential Information, but in any event not less than a reasonable degree of care. The obligations of a recipient Party with respect to Confidential Information shall remain in effect during and for three (3) years after the expiration or termination of all Licensed Fibers(s) under this Agreement.
- c. **Permitted Use.** Confidential Information provided by Provider may be used by Recipient in connection with Recipient's use of the Licensed Fiber(s). If the receiving Party is compelled, pursuant to a lawful requirement or request from a court or governmental agency acting within its jurisdiction, to disclose Confidential Information, the receiving Party shall, if possible, give written notice, to the extent not otherwise prohibited by



law, sufficient to permit the disclosing Party the opportunity to seek suitable protective arrangements before the Confidential Information is disclosed, and the receiving Party shall cooperate fully in all respects with the disclosing Party's efforts to obtain such protective arrangements; *provided, however*, that if the receiving Party would otherwise be required to disclose Confidential Information under any securities law, the receiving Party shall use reasonable efforts to take steps available under such law (such as by providing a summary or synopsis) to avoid disclosure of such Confidential Information.

- d. **Required Disclosures.** The provisions of Article 9 shall not apply to reasonably necessary disclosures in or in connection with filings under any securities laws, regulatory filings or proceedings, financial disclosures which in the good faith judgment of the disclosing Party are required by law, disclosures required by court or tribunal or competent jurisdiction, or disclosures that may be reasonably necessary in connection with the performance or enforcement of this Agreement or any of the obligations hereof; *provided, however*, that if the receiving Party would otherwise be required to refer to or describe any aspect of this Agreement in any of the preceding circumstances, the receiving Party shall use its reasonable efforts to take steps as are available under such circumstances (such as by providing a summary or synopsis) to avoid disclosure of the financial terms and conditions of this Agreement. Notwithstanding any provisions of this Agreement to the contrary, either Party may disclose the terms and conditions of this Agreement in the course of a due diligence review performed in connection with prospective debt financing or equity investment by, or a sale to, a third party, so long as the Persons conducting such due diligence review have agreed to maintain the confidentiality of such disclosure and not to use such disclosure for any other purpose.
- e. **Publicity and Advertising.** Neither Party hereto shall use any advertising, sales promotions, or other publicity materials that use the other Party's logo, trademarks, or service marks, without the prior written consent of the other Party. Each Party shall have the right to review and approve any publicity materials, press releases or other public statements (other than filings required under the securities laws) by the other Party that discloses its identity.
- f. **Privacy.** Spectrum also maintains a Privacy Policy with respect to its Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Licensee. Licensee's privacy interests, including Licensee's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Agreement by this reference. In addition to the foregoing, Licensee hereby acknowledges and agrees that Spectrum may disclose Licensee's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

## 10. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, the performance of the obligations set forth in this Agreement, other than obligations to pay money (except as provided below), shall be suspended or excused if and only to the extent that such performance is prevented by an event of Force Majeure or its adverse effects. If the performance of a Party's obligations under this Agreement is suspended or excused by an event of Force Majeure or its adverse effects, such Party shall use commercially reasonable diligence to cause such event or effects to cease or be reduced. The Party whose obligations are suspended or excused as described above shall, as soon as practicable, give written notice to the other Party specifying the nature and anticipated duration of the Force Majeure event and outlining its recovery plan, if any. To the extent the Licensed Fiber(s) are unavailable for use due to a Force Majeure event and/or Spectrum's obligations are suspended in accordance herewith (excluding an event in which Licensee's actions or inactions gave rise to such suspension), then Licensee's obligation to pay for the Licensed Fiber(s) shall be suspended, on a pro-rata basis, during such time the Licensed Fiber(s) are unavailable for use or Spectrum's obligations are also suspended. Neither party may terminate either the affected Licensed Fiber Order or the Agreement due to a Force Majeure Event.

## 11. ARBITRATION

- a. This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Licensee in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Licensee



agree to arbitrate disputes and claims arising out of or relating to this Agreement, the Licensed Fibers, the Cable, the System, or marketing of the Licensed Fibers. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Agreement may be combined with a claim subject to resolution before a court of law. THIS AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

- b. A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Licensee or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this License Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.
- c. EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Licensee agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.
- d. LICENSEE AGREES THAT, BY ENTERING INTO THIS AGREEMENT, LICENSEE AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. LICENSEE AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN LICENSEE'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Licensee and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.
- e. **Severability.** If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.
- f. EXCLUSIONS. LICENSEE AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:
  - i. ANY INDIVIDUAL ACTION BROUGHT BY LICENSEE OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
  - ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.



- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF LICENSED FIBERS.

## 12. TERMINATION AND DEFAULT

- a. **Termination.** At the end of the Order Term of the respective Licensed Fiber(s), the License for such Licensed Fiber(s) shall automatically renew for successive one-month terms on the same terms and conditions, unless either Spectrum or Licensee elects to not renew the License by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term. Upon the expiration of the Order Term, Spectrum shall owe Licensee no additional duties or consideration with respect to the respective Licensed Fiber(s) including no longer having the obligation to maintain the Underlying Rights to provide the right of Licensee to hold a License to the Licensed Fiber(s) or use or maintain the Licensed Fiber(s).
- b. **Default.** A Party shall be in default under this Agreement upon the occurrence of an event in which such Party has failed to comply with any of its obligations as set forth in this Agreement (each an "Event of Default").
  - i. Upon the occurrence of an Event of Default, other than an Event of Default based upon non-payment of any undisputed amounts owed under this Agreement, the defaulting Party shall have thirty (30) days after receipt of a notice of the Event of Default to cure the Event of Default (unless the Event of Default is waived in writing by the non-defaulting party within the thirty (30) day period). However, in such cases where an Event of Default cannot reasonably be cured within such thirty (30) day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such Event of Default (except for Events of Default regarding making payments hereunder and Insolvency Defaults, as defined below) shall be extended for such period of time as may be reasonably necessary to complete such curing. When a Party fails to pay any undisputed amounts owed hereunder by their due date, an Event of Default shall occur if the party owing such amount fails to cure same within ten (10) days after receipt of written notice thereof.
  - ii. Events of Default shall include, but not be limited to, the making by a Party of a general assignment for the benefit of its creditors, the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against a Party which is not dismissed within ninety (90) days thereafter, or the filing by a Party of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief (collectively, an "Insolvency Default").
  - iii. Upon the failure by a defaulting Party to timely cure any such Event of Default after written notice thereof, the non-defaulting Party may (1) terminate the affected Licensed Fiber Order, and (2) pursue any legal remedies it may have under applicable law or principles of equity relating to such Event of Default. If Spectrum terminates a Licensed Fiber Order or the Agreement following Licensee's failure to cure an Event of Default or if Licensee terminates a Licensed Fiber Order without cause, then Licensee shall pay all unpaid non-recurring fees and all monthly recurring license fees that would have been due for the remainder of the Order Term (a "Termination Charge"), which the Parties recognize as liquidated damages.

## 13. GENERAL PROVISIONS

- a. **Amendments.** This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by both Parties.
- b. **No Assignment or Transfer.** Licensee may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this License Agreement and/or Licensed Fiber Order(s) or its rights or obligations hereunder to any other Person without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Agreement, in whole or in part, and any Licensed Fiber Order to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Licensee. Licensee understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in this Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.
- c. **Notices.** Unless otherwise provided in this Agreement, all notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent pursuant to this Agreement shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by nationally recognized overnight courier addressed as follows:



If to Licensee: **Riverside County Information Technology**  
**Attn: Procurement Management Group**  
**3450 Fourteenth Street**  
**Riverside CA 9250**  
**(951) 955-3700**

with a copy to: N/A

If to Spectrum: Maria.Frew@Charter.com

with copy to: Charter Communications  
Attn: Commercial Contracts Management - Legal  
12405 Powerscourt Drive  
St. Louis, MO 63131  
Phone: 314-288-3470

Each Party may designate by notice in writing a new address to which any notice, demand, request, report, approval or communication may thereafter be given, served or sent. Each notice, demand, request, report, approval or communication which shall be mailed or delivered in the manner described above, shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee (with the return receipt or the delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

- d. **Severability.** If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement; *provided, however,* that if any such ineffectiveness or unenforceability of any provision of this Agreement, in the good faith judgment of either Party, renders the benefits to such Party of this Agreement as a whole uneconomical in light of the obligations of such Party under this Agreement as a whole, then Spectrum and Licensee shall negotiate in good faith in an effort to restore insofar as possible the economic benefits of the transaction to the Parties.
- e. **Independent Contractors.** In all matters pertaining to this Agreement, the relationship of Spectrum and Licensee shall be that of independent contractors, and neither Spectrum nor Licensee shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Spectrum and Licensee; and no Party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharges of its employees, and will be solely responsible for all compensation of such employees, including social security, tax withholding and worker's compensation responsibilities.
- f. **Labor Relations.** Each Party hereto shall be responsible for labor relations with its own employees. Each Party agrees to notify the other immediately whenever it has knowledge that a labor dispute concerning its employees or its affiliates' employees is delaying or threatens to delay timely performance of its obligations under this Agreement.
- g. **Exercise of Rights; Waivers.** No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise may be provided herein, the failure of Spectrum to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on a Party, any waiver must be in writing.
- h. **Additional Actions and Documents.** Each of the Parties hereto hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use its commercially reasonable efforts to



obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

- i. **Survival.** The obligations of the Parties under Sections 6(c)-(h) (Taxes and Impositions); 7(b) (Warranty Disclaimer); 7(c) (Insurance); 7(d)-(e) (Indemnification), 8(b) (Limitation of Liability), Article 9 (Confidentiality) (for a period of three (3) years), Article 11 (Arbitration), and Article 14 (General Provisions).
- j. **Headings.** Article and section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- k. **Incorporation of Exhibits.** The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.
- l. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement and each of its provisions shall be governed by and construed and interpreted according to the substantive laws of the State of New York, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, LICENSEE AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- m. **Counterparts; Electronic Transactions.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices.
- n. **Entire Agreement.** This Agreement, including all Exhibits and Licensed Fiber Orders, constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.
- o. **Performance.** Except as specifically set forth herein, for the purpose of this Agreement, the normal standards of performance within the communications industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely.
- p. **No Third Party Beneficiaries.** The Parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each under this Agreement only runs to the respective Parties hereto, and that no person or entity not a Party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective Parties hereto.
- q. **Remedies Cumulative and Nonexclusive.** Unless stated otherwise herein, all rights and remedies of the Parties under this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

## EXHIBIT A. CONSTRUCTION & FIBER SPECIFICATIONS

### A. CONSTRUCTION SPECIFICATIONS

[RESERVED]

### B. FIBER SPECIFICATIONS

#### OPTICAL SPECIFICATIONS

##### Attenuation

Uncabled Fiber Attenuation Cells		
Wavelength (nm)	Attenuation Cells (dB/km)	
	Premium	Standard
1310	<0.35	<0.40
1550	<0.25	≤0.30

Attenuation vs. Wavelength		
Range (nm)	Ref. $\lambda$ (nm)	Max Increase $\alpha$ (dB/km)
1285 – 1330	1310	0.05
1525 – 1575	1550	0.05

Attenuation With Bending			
Mandrel Diameter (mm)	Number of Turns	Wavelength (nm)	Induced Attenuation (dB)
32	1	1550	< 0.50
75	100	1310	≤ 0.05
75	100	1550	≤ 0.10

#### POINT DISCONTINUITY

No point discontinuity greater than 0.10 dB at either 1310 nm or 1550 nm.

#### ATTENUATION AT THE WATER PEAK

The attenuation at 1383 +/-3 nm does not exceed 2.1 dB/km.

The attenuation in a given wavelength range does not exceed the attenuation of the reference wavelength  $\lambda$  by more than the value  $\alpha$

The induced attenuation due to fiber wrapped around a mandrel of a specified diameter.

#### Cable Cutoff Wavelength ( $\lambda_{ccf}$ )

$\lambda_{ccf} < 1260$  nm

#### • Mode-Field Diameter

9.30 +/- 0.50  $\mu$ m at 1310 nm

10.50 +/- 1.00  $\mu$ m at 1550 nm

#### Dispersion

Zero Dispersion Wavelength ( $\lambda_0$ ): 1301.5 nm ≤  $\lambda_0$  ≤ 1321.5 nm

Zero Dispersion Slope ( $S_0$ ): ≤ 0.092 ps/(nm<sup>2</sup> • km)

Fiber Polarization Mode Dispersion Coefficient (PMD): ≤ 0.5 ps/ $\sqrt{\text{km}}$

Dispersion Calculation	
Dispersion = D ( $\lambda$ ):	$\approx \frac{S_0}{4} \left\{ \lambda - \frac{\lambda_0^4}{\lambda^3} \right\} \text{ps/(nm} \cdot \text{km)}, \text{ for } 1200 \text{ nm} \leq \lambda \leq 1600 \text{ nm}$
	( $\lambda$ = Operating Wavelength)



## **ENVIRONMENTAL SPECIFICATION**

Environmental Test Condition	Induced Attenuation (dB/km)	
	1310 nm	1550 nm
Temperature Dependence -60° C to +85° C*	≤0.05	≤0.05
Temperature-Humidity Cycling 10° C to +85°C*, up to 98% RH	≤0.05	≤0.05
Water Immersion, 23°C	≤0.05	≤0.05
Heat Aging, 85°C	≤0.05	≤0.05

*Operating Temperature Range*  
-60° C to +85° C

\*reference temperature = +23°C

## **DIMENSIONAL SPECIFICATIONS**

Standard Length (km/reel): 2.2 – 25.2

*\*longer spliced lengths available at a premium.*

### **Glass Geometry**

Fiber Curl: ≥ 4.0 m radius of curvature

Cladding Diameter: 125.0 ± 1.0 µm

Core-Clad Concentricity: ≤ 0.6 µm

Cladding Non-Circularity: ≤ 1.0%

### **Coating Geometry**

Coating Diameter: 245 ± 10 µm

Coating –Cladding Concentricity < 12 µm

Defined as: [  $\frac{\text{Min. Cladding Diameter}}{\text{Max. Cladding Diameter}}$  ] x 100

## **MECHANICAL SPECIFICATIONS**

### **Proof Test:**

The entire length of fiber is subjected to a tensile proof stress ≥ 100 kpsi (0.7 GN/m²)\*.

## EXHIBIT B. FIBER CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS

1. The Party testing fibers hereunder ("Testing Party") will perform all tests on Licensed Fiber(s) as laid out in Paragraphs 2, 3, and 4 and as applicable to the respective party. The tests should at a minimum follow the requirements and meet the criteria as laid out in Paragraphs 5 and 6. The Testing Party will use the test equipment and follow the testing standards as laid out in Paragraph 7. The Testing Party will confirm operations according to the standards as laid out in Paragraph 8.
2. The Testing Party will take and record power level readings on all Licensed Fiber(s) at both wavelengths in both directions. The Testing Party will then begin bi-directional OTDR testing of all Licensed Fiber(s). The Testing Party will produce for its use and provide copies to the Non-Testing Party of the OTDR traces recorded according to the standards in Paragraph 8.
3. During the initial construction, it is only possible to measure the fiber from one direction. Because of this, splices will be qualified by the Testing Party during initial construction by being measured with an OTDR from only one direction.
  - (a) OTDR measurements of the splice losses will be made and recorded. These measurements **MUST BE MADE AFTER THE SPLICE HANDHOLD OR MANHOLE IS CLOSED** in order to check for macro-bending problems.
  - (b) When notified by the Party providing fibers hereunder that testing may begin, the pigtail test may be performed for that site.
  - (c) As splice points are completed, OTDR measurements of the splice losses will be made and recorded by the Testing Party. These measurements must be made after the splice handhold or manhole is closed in order to check for macro-bending problems. The Testing Party will provide copies of these measurements to the Non-Testing Party upon completion of measurements.
4. Continuity tests will be done to verify that no fibers have been "frogged" or crossed in any of the splice points. Loss measurements will be recorded using a laser source and a power meter. OTDR traces will be taken and splice loss measurements will be recorded. The Testing Party will also store OTDR traces and provide copies to the Non-Testing Party.
  - (a) Once the fiber color and buffer tube color have been recorded, a laser light source will be attached and a power meter reading will be taken at the far end. Then power level readings should be taken in the opposite direction. The power measurements should be made at 1550nm. Copies of all measurement documentation will be provided to the Non-Testing Party.
  - (b) The OTDR traces will be taken at 1550 nm. Loss measurements for each splice should be measured and recorded in both directions. These loss values should then be averaged. The traces for all fibers should be recorded on diskettes and provided to the Non-Testing Party. Copies of all measurement documentation will be provided to the Non-Testing Party.
5. The loss value of the pigtail connector and its associated splice with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of the pigtail connector and its associated splice with mismatched mode field diameters should not exceed .8 dB. For values greater than this, the splice will be broken and re-spliced until an acceptable loss value is achieved. If the loss value is not less than 0.5 dB, the splice will be marked as Out-of-Spec (OOS) and will be initialed by the Testing Party representative on the data sheet. The Testing Party will then provide all documentation to the Non-Testing Party. Spectrum will remedy the situation per contractual arrangements. The objective for each splice is a loss of 0.0 dB. Since this may not always be achievable, when measured in one direction with an OTDR, a loss of less than 0.15 dB will be acceptable. If after 3 attempts, the Testing Party was not able to produce a loss value of less than 0.15, then 0.3 dB will be acceptable. If after two (2) additional attempts, a value of less than 0.3 dB is not achievable, then the splice will be marked as Out-of-Spec (OOS) and initialed by the Testing Party on the data sheet. It should be noted that if final acceptance of a splice is made based on bi-directional OTDR data that proves to be unacceptable, the Non-Testing Party will notify the Testing Party who will remedy the situation per contractual agreement. Copies of all data will be provided to the Non-Testing Party at completion of testing.
6. The test requirements for the bi-directional testing are as follows (for all testing, it is critical that all test connections are clean during all testing procedures):
  - (a) The continuity test should prove that there is a one-to-one correspondence of all fibers. Any "frogs" or fibers that cross in route will be remedied by the Spectrum upon notification, per contractual agreement.



(b) Bi-directional OTDR data will be the tool used to make acceptance of the fibers. The average loss of each splice should not exceed 0.15 dB. Any splice points that exceed this value will be marked Out-of-Spec (OOS) and initialed by the Testing Party representative on the data sheet. The Testing Party will then provide copies of all data to the Non-Testing Party, and the Party providing the fibers hereunder will remedy the situation per contractual agreement.

7. The OTDR's that are acceptable for testing are the Laser Precision TD1000A, TD2000, TD3000, Photon Kinetics, or compatible. Again, it should be noted that it is vital that during all tests (OTDR, power meter, etc) that all connectors are clean. This can dramatically affect results if this is not resolved. The following settings should be used during the various tests:



For all OTDR's the following index of refraction settings should be used--

**Index of Refraction**

<b>Fiber type</b>	<b>1550 nm</b>
AT&T TruWave	1.4700
AT&T Depress Cladding	1.4670
Corning SMF-28	1.4684
Sumitomo	1.4670
Corning SMF-LS	1.4700
LEAF	1.4690

**OTDR Parameters**

	<b>TD3000 1550 nm</b>	<b>TD4000 1550 nm</b>
Pigtail	8 km Range 50 ns Pulse 1 m Resolution 10 Seconds <b>NOTE: INSURE VERTICAL AND HORIZONTAL OFFSETS ARE SET AT ZERO (0) 1550 nm</b>	4 km Range 50 ns Pulse 0.5 Resolution 30 Seconds <b>NOTE: INSURE VERTICAL AND HORIZONTAL OFFSETS ARE SET AT ZERO (0) 1550 nm</b>
Bi-directional	64 km Range 500 ns Pulse 4 m Resolution Medium averaging <b>NOTE: FOR SPANS LONGER THAN 64 KM, SET AT 128 KM SETTING</b> 2000 ns 4 m resolution Time: 1.5 min	64 km Range 1001 ns Pulse 4 m Resolution Time: 1.5 min. <b>NOTE: FOR SPANS LONGER THAN 64 KM, SET AT 128 KM SETTING</b> 2500 ns 4 m resolution Time: 1.5 min

For Spans which are longer than 64 km between regens, a TD 3000 will be required set at 128 km range setting. Bi-directional data will only be required at 1550 nm.

8. On the data sheets, the party providing the fiber must fill in all cable information. These three forms to contain the following information.

(a) Power level readings taken with a laser source and power meter must be recorded for every fiber on this sheet. In the column marked fiber, the fiber color must be recorded. In the buffer column, the buffer tube or ribbon color must be recorded. The pigtail column is for recording the pigtail number, which is attached to that particular fiber. On the opposite side of the page the corresponding values at the far end of the cable must be recorded. Each fiber between two sites should fill up both sides of the page, so that a total of 24 fibers will fit on each sheet. Additional sheets may be used if needed. The laser source power at 1550nm must be recorded followed by the received power at the far end of the cable. Copies of measurement documentation taken on each fiber will be provided to the non-testing party upon completion of testing.

(b) The loss at each splice point as well as the bi-directional test data taken on a cable installation. One sheet should be used for each fiber. The distance from Site A must be recorded for all splice points. Each measurement made on a particular splice point must be noted with the value measured by the OTDR in one direction. OOS splices



will be initiated by the Testing Party. For the bi-directional OTDR testing, distance from site A must be recorded for each splice point. The loss at each splice point must be recorded at both wavelengths in both directions on the spaces provided. The Testing Party must then average this number to obtain the average splice loss at each splice point for the fiber. Again, the Testing Party will initial OOS splices. Copies of all measurement documentation taken on each fiber will be provided to the Non-Testing Party upon completion of testing.

(c) Record information about the fiber cable between the two sites. One sheet should be used for each pair of sites. Cable manufacturer, cable type (buffer/ribbon), glass type, cable reel number, number of fibers, and number of fibers per tube must be recorded for each section of cable between splice points. The distance from site A must be recorded for each splice point. The distance value may be written in at the time the OTDR data is being accumulated. Copies of all measurement documentation taken will be provided to the Non-Testing Party upon completion of testing.

(d) OTDR traces taken for bi-directional testing, and the OTDR traces of the pigtail launch splice must be recorded on floppy diskette. OTDR traces taken for bi-directional testing and the OTDR traces of the pigtail splice must be recorded on floppy diskette and provided to the other party. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3- character file extension name should follow this example:

First four letters = source point  
Letters 5, 6, 7 = Destination point  
8<sup>th</sup> letter = wavelength  
Extension = fiber number

Examples:

Springfield to Lebanon at 1550 nm, fiber 96 = sgfdlbn5.096  
Springfield to Monett pigtail trace on fiber 1 = sgfdmntp.001

The OTDR traces will be taken at 1550nm.

**NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED.**

## EXHIBIT C. MAINTENANCE PROCEDURES

### I. PREVENTATIVE, DEMAND AND EMERGENCY MAINTENANCE

(a) **Preventative Maintenance:** Preventative Maintenance refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 12:01 AM to 6:00 AM (local time) Monday – Friday. Where necessary but not routine, activity may be scheduled by Spectrum or 3rd party entities on Saturday and Sunday. High risk activity may be scheduled during day time hours for safety reasons. The Party performing such maintenance shall provide at least ten business (10) days prior notice to the other Party of Preventative Maintenance.

Preventative Maintenance performed by Spectrum shall commence with respect to the Licensed Fiber(s) upon the commencement of the grant of License hereunder. Preventative Maintenance performed by Spectrum shall include the following activities:

(i) Patrol of System route on a regularly scheduled basis; (ii) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates; (iii) Maintenance of sign posts along the System right-of-way with the number of the local "Call-Before-You-Dig" organization and the "800" number for the appropriate "Call-Before-You-Dig" program; and (iv) Assignment of maintenance technicians to locations along the route of the System at approximately 200-mile intervals dependent upon terrain and accessibility.

(ii) Licensee shall immediately report the need for Unscheduled Maintenance to Spectrum in accordance with procedures promulgated by Spectrum from time to time. Spectrum will log the time of Licensee's report, verify the problem and dispatch personnel immediately to take corrective action.

(b) **Emergency Maintenance (Unscheduled Maintenance or Repair):** Emergency Maintenance shall be performed by or under the direction of Spectrum in response to an alarm identification by Spectrum's Network Operations Center ("NOC"), notification by Licensee or notification by any third party of any failure, interruption or impairment in the operation of a Licensed Fiber, or any event imminently likely to cause the failure, interruption or impairment in the operation of a Licensed Fiber. Work to address an Emergency Maintenance situation may degrade the quality of or cause outages. Spectrum may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Spectrum shall provide notice of Emergency Maintenance to Licensee as soon as is commercially practicable under the circumstance but when reasonably possible; provide notice twenty-four (24) hours in advance. Whenever prior notice is given, Licensee agrees to acknowledge notice of the emergency event in a reasonable period of time and in all events, Licensee will take necessary steps to notify key personnel internally in order for the Spectrum to correct or repair the affected area.

(c) **Demand Maintenance:** "Demand" maintenance is work necessary to restore service to one or more end-users of Spectrum and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Spectrum may undertake Demand Maintenance immediately. Spectrum shall provide notice of Demand Maintenance to Licensee as soon as is commercially practicable under the circumstances.



(d) **Notification:** Spectrum shall provide Licensee with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:

Party Reporting Change/Maintenance Activity	Notification Method
Spectrum	Email To: <a href="mailto:ChangeManagement-Carrier@charter.com">ChangeManagement-Carrier@charter.com</a>
Licensee	Email To:

Licensee shall notify Spectrum of any failure, interruption or impairment in the operation of a Licensed Fiber, or any event imminently likely to cause the failure, interruption or impairment in the operation of a Licensed Fiber.

Notifications for planned change/maintenance activities should be sent as follows:

Party Reporting Change/Maintenance Activity	Notification Method
Spectrum	Email To: <a href="mailto:ChangeManagement-Carrier@charter.com">ChangeManagement-Carrier@charter.com</a>
Licensee	Email To:

Notifications should include the following information:

- Name and contact information
- Ticket number or reference for the change/maintenance activity
- Severity/Priority
- Maintenance/Change Type
- Time activity is scheduled to start
- Estimated time of completion
- Circuit IDs and/or sites impacted (or potentially impacted)
- Dark fiber locations may also be communicated by using the following where a circuit ID is unavailable:
  - ✓ A/Z Physical Address Location
  - ✓ Utility Pole Identifier
  - ✓ Fiber Sheath tag or identifier

Licensee shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with Spectrum's ability to perform its obligations under this Agreement. If Maintenance is canceled or delayed for whatever reason as previously notified, Spectrum shall notify Licensee at Spectrum's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

## II. SPECTRUM ENTERPRISE NETWORK OPERATIONS CENTER.

Spectrum operates and maintains an operations center, Spectrum Enterprise Network Operations Center (CB NOC), which is staffed twenty-four (24) hours a day, seven (7) days a week. Spectrum shall have a maintenance employee at the site requiring Emergency or Demand Maintenance activity within four (4) hours after the time Spectrum becomes aware of an event requiring Emergency or Demand Maintenance, unless delayed by circumstances beyond the reasonable control of Spectrum.

## III. COOPERATION AND COORDINATION.

Licensee shall utilize the Spectrum Enterprise NOC Escalation List, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of Spectrum in meeting maintenance service objectives. The following is the initial Spectrum Enterprise Network Operations Center Escalation List.

(a) TROUBLE REPORTING PROCEDURES

To report suspected problems on the Licensed Fiber(s) please call our Spectrum Enterprise NOC at (866) 785-5681.

We will request the following information related to the problem you are reporting:

1. Company name
2. Your name
3. Your phone number
4. Licensee Contact name and number
5. Licensee account number
6. Licensee trouble ticket number
7. Fiber origination and termination locations
8. Time of trouble onset
9. Nature of observed trouble
10. Is Licensed Fiber(s) released to Licensee for testing?

Once our Spectrum Enterprise NOC representative has received all of this information a Licensee Trouble Ticket will be assigned and investigation of your report will begin. Once the status of your report has been determined the Spectrum Enterprise NOC will contact your designated contact individual at the appropriate number to discuss the findings.

(b) Spectrum will, as necessary, arrange for unescorted access for Licensee to all sites of the System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) If that any Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Licensee, then Licensee shall, at Spectrum's **reasonable request**, make such personnel of Licensee available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Spectrum in performing such maintenance as required of Spectrum hereunder.

IV. **FACILITIES.** Spectrum shall maintain the System in a manner which will permit Licensee's use, in accordance with the terms and conditions provided under the terms of the Agreement.

V. **CABLE; FIBERS.**

a) Spectrum shall perform appropriate Preventative Maintenance on the System in accordance with Spectrum's then current preventative maintenance procedures, which shall not substantially deviate from standard industry practice.

(b) Spectrum shall have qualified representatives on site any time Spectrum has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the Cable.

VI. **SUBCONTRACTING.** Spectrum may subcontract any of the maintenance services hereunder; provided that Spectrum shall require the subcontractor(s) to perform in accordance with the requirement and procedures set forth herein. Spectrum shall remain responsible for all acts and omissions of the subcontracts, and the use of any such subcontractor shall not relieve Spectrum of any of its obligations hereunder.

13584980\_v6





WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

## LICENSED FIBER ORDER

THIS LICENSED FIBER ORDER ("Licensed Fiber Order"), dated effective upon the date of the signature set forth in the signature block below (the "Effective Date") by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and County of Riverside ("Licensee") and is governed by and subject to terms of the Dark Fiber License Agreement ("Agreement"), 200226, by and between Licensee and Spectrum. Except as specifically provided herein with respect to this Licensed Fiber Order, all other terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Spectrum Sales Support Contact Information			
Account Executive: Maria Frew Phone: (562) 677-0273 Cell Phone: (310) 770-9518 Email: Maria.Frew@charter.com			
Business Name		County of Riverside	Customer Type:
Billing Address		Account Number	
Attention To: 4080 Lemon Street, Riverside, CA 92501		Billing Contact Email Address	
Billing Contact		Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Phone	Contact	Authorized Contact Email Address
Martin Fincham	(951) 955-0631		mfincham@rivco.org
Technical Contact	Technical Phone	Contact	Technical Contact Email Address



LOCATION	Number of Fibers	Initial Order Term	Monthly License Fee	One Time Charges
2980 Washington St, Riverside, CA 92504	2	120 Months	\$ 869.50	\$0.00
4090 County Circle, Riverside CA, 92503	2	120 Months	\$ 869.50	\$0.00
7195 Alessandro Blvd, Riverside, CA, 92506	2	120 Months	\$ 869.50	\$0.00
3499 10th St, Riverside CA, 92501	2	120 Months	\$ 869.50	\$0.00
4080 Lemon St, Riverside CA, 92501	8	120 Months	\$3,478.00	\$0.00
				TOTAL \$6,956.00

1. **System Route.** This is a renewal of an existing route of the Licensed Fibers.
2. **Monthly License Fee.** The Monthly License Fee represents the aggregate monthly fee for all Licensed Fiber strands, but does not include taxes, surcharges, and other fees, Costs or Impositions.
3. **Special Terms (as applicable).**

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

The Parties have caused their duly authorized representatives to execute this Licensed Fiber Order.

Authorized Signature for Licensee	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By: <i>Karen S. Spiegel</i>	By:
Name: KAREN SPIEGEL	Name:
Title: <i>Chair, Board of Supervisors</i>	Title:
Date: SEP 14 2021	Date:

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]*  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY *[Signature]* 8/10/2021  
KRISTINE BELL-VALDEZ DATE







