

RESOLUTION NO. 36-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INDEFEASIBLE RIGHT-TO-USE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE SOUTHWEST OHIO COMPUTER ASSOCIATION FOR THE UTILIZATION OF FIBER SYSTEMS SPECIFICALLY FOR TRAFFIC SIGNALS.

WHEREAS, the City of Monroe and the SouthWest Ohio Computer Association ("SWOCA") have fiber optic systems that can benefit the City of Monroe and the State of Ohio specifically for traffic signals.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

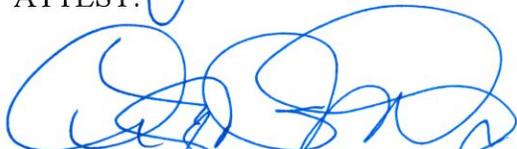
SECTION 1: The City Manager is hereby authorized to enter into an Indefeasible Right-to-Use Agreement by and between the City of Monroe and SWOCA for the utilization of fiber systems specifically for traffic signals. The terms and conditions of said Agreement are set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

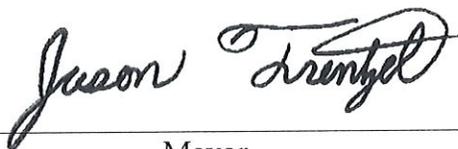
PASSED: June 23, 2020

ATTEST:

APPROVED:



Clerk of Council



Mayor

First Reading: June 9, 2020

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

SOUTHWEST OHIO COMPUTER ASSOCIATION
INDEFEASIBLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASIBLE RIGHT-TO-USE AGREEMENT is made and entered into as of the ____ day of _____, 2020, between the SouthWest Ohio Computer Association also known as "SWOCA" (hereinafter referred to as Owner") having an office at 3611 Hamilton-Middletown Road Hamilton, Ohio 45011 and the City of Monroe, Ohio, an Ohio municipal corporation (hereinafter referred to as the "User"), having an office at 233 South Main Street Monroe, OH 45050. Owner and User referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, Owner has an existing optical fiber system (hereinafter referred to as the "Fiber System" or "Owner Fiber System") throughout the SWOCA regional footprint and in the City of Monroe, Ohio; and

WHEREAS, Owner has excess fibers in the Fiber System and is willing, to provide such fibers to User and to grant User an Indefeasible Right to Use or IRU (hereinafter referred to as "IRU") in and to such fibers for the purpose of providing telecommunications, video, data, and/or information services; and

WHEREAS, in connection with the grant to User of an IRU in and to such fibers, Owner is willing to allow User to use certain other property owned by Owner, including, but not limited to, innerduct, conduit, building entrance facilities and associated appurtenances; and

WHEREAS, User has obtained any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the Rights of Way and further agrees to adhere to any and all requirements of federal, state and local laws, rules or regulations (specifically inclusive of, but not limited to, Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio); and

WHEREAS, the Parties have agreed to enter into this Agreement which embodies the mutual covenants and agreements between the Parties hereto; and

WHEREAS, the Parties may in the future agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which will incorporate the covenants and agreements of this Agreement and which will also set forth the terms and provisions unique to each additional or different specific project.

NOW, THEREFORE, pursuant to the terms of any Right of Way occupancy requirement and/or Construction Permit required by Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio or any similar requirements promulgated by jurisdictions in the SWOCA regional footprint where User might be granted access to and

use of the Fiber System, for and in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereto do hereby agree as follows:

1. DEFINITIONS.

1.1 The following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, shall have the meaning specified:

- a. Agreement: This Indefeasible Right to Use Agreement between Owner and User which identifies the specific optical fiber strands and facilities to be as provided to User by Owner and which sets forth the associated fees/compensation, terms and conditions for User's use of such optical fiber strands and facilities.
- b. Fiber System: The optical fiber strands, innerduct, conduit, building entrance facilities, associated appurtenances, and capacity owned by Owner and located throughout the SWOCA regional footprint and Rights of Way of the City of Monroe, Ohio (a general depiction of which is attached hereto as Exhibit "A")

2. GRANT.

2.1 Owner hereby grants to User an IRU of the following Fiber System components. Owner warrants that it has all rights necessary to make such a grant to User.

- a. Four (4) strands (two pair) of fiber optic cable in the Fiber System along a 2.63 mile path for a total of 10.52 strand miles, all as may further be described in Exhibit A attached hereto (the "User System"). User will work with Owner to define connections to facilities within the Fiber System.

3. TERM.

3.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement is for ten (10) years (one hundred and twenty (120) months) (hereinafter referred to as the "Initial Term"). After the Initial Term, User and Owner shall have the right to renew this Agreement for an additional mutually acceptable period of time at then mutually agreed upon pricing and terms ("Extended Term"). Such Extended Term shall be memorialized in writing from User to Owner at least one hundred and eighty (180) days prior to termination of the Initial Term. In the event that the Parties do not renew this Agreement, this Agreement shall terminate. The entire duration this Agreement is in full force and effect (Initial Term and any Renewal Term) is referred to herein as the "Term".

4. CONSIDERATION.

4.1 As consideration for, as inducement to, and as a required condition of Owner granting User the specific rights to use portions of the Fiber System (the "User System") as described herein, User hereby agrees:

- a. To compensate Owner in the annual recurring amounts as provided for in Exhibit A attached hereto, which shall also include all non-recurring costs as listed or otherwise negotiated by the Parties.
- b. To perform all User obligations and pay any reasonable additional fees or costs to Owner as may be defined herein.
- c. That any failure of User to satisfy the terms and conditions of this Agreement shall be considered a material breach of this Agreement and Owner may then terminate this Agreement upon giving sixty (60) days written notice to User.

5. OWNER'S OBLIGATIONS.

5.1 Owner shall:

- a. Provide the User System for User's use in accordance with the terms of this Agreement.
- b. Provide and/or control maintenance and repair functions on the User System and all facilities in the Fiber System through which the User System passes, including, but not limited to, conduit, innerduct, poles and equipment, shall be performed under the direction of Owner.
- c. Maintain the User System to User's reasonable specifications.

6. USER OBLIGATIONS.

6.1 User shall:

- a. When lateral connectivity is not provided by Owner, provide and pay for lateral connectivity from necessary termination points of User's proprietary fiber and equipment to the necessary demarcation points of Owner's Fiber System. In this event User shall own the lateral.
- b. Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a User System fiber segment. User shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, and any ring or concentrator operations.
- c. Pay all necessary costs if User requires installation of a new distribution ring or concentrator in an already established Fiber System or User System

distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation.

- d. Agree that it shall not sublease or subdivide the User System unless otherwise agreed to in writing by Owner. Reasonable Use of the User System by User and User's elected officials, officers, employees, agents, or volunteers shall be allowed and not be considered an improper sublease or subdivision of the User System. "Reasonable Use" shall be defined as the lawful and responsible use of the User System by User and User's elected officials, officers, employees, agents, or volunteers in furtherance of and in accordance with User's non-profit business operations and purposes. User further agrees that any use of the User System, either by User, its elected officials, officers, employees, agents, or volunteers, shall continually meet the requirements of this Agreement. In the event of any breach of the provisions contained in this Section, Owner has the right to terminate this Agreement upon giving thirty (30) days written notice to User.
- e. Agree to pay any and all maintenance costs as may be required to be paid by User pursuant to the requirements of Section 8.1(a-c) below.

7. JOINT OBLIGATIONS.

7.1 Owner and User jointly:

- a. Agree that within thirty (30) days of final execution of this Agreement the Parties will agree upon an Acceptance Plan for User's initial activation and the "go-live" of User's System.
- b. Shall provide each other a twenty-four (24) hour a day, three hundred sixty-five (365) days per year, coordination telephone number.

8. MAINTENANCE.

8.1 All maintenance and repair functions on the User System and all facilities through which the User System passes, including, but not limited to, conduit, innerduct, poles, and equipment, but specifically excluding all User owned and controlled opto-electronics, shall be performed by or at the direction of Owner or Owner's appointed agent(s) with reasonable notice to User. Except as otherwise may be agreed to by the parties, User is prohibited from performing any maintenance, repair or splicing on the Fiber System or User System. User shall have the right to have an employee or representative available to assist Owner in any maintenance or repair of the User System. Owner shall maintain User System in accordance with the technical specifications (hereinafter referred to as the "Specifications") attached hereto in Exhibit B.

- a. Regular Maintenance: Owner may from time to time undertake and provide for Regular Maintenance activities in an attempt to keep the Fiber System

and/or User System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at Owner's sole cost, and expense.

- b. Scheduled Maintenance: Owner from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and/or User System and perform changes or modifications to the Fiber System and/or User System (including but not limited to fiber slicing, etc.) at User's request. Such User requested Scheduled Maintenance shall be performed at User's sole cost and expense. User may request such Scheduled Maintenance by delivering to Owner a Statement of Work detailing the service User desires to be performed, including the time schedule for such services. Upon receipt of such a Statement of Work, Owner will provide an estimate of the price and timing of such Scheduled Maintenance. Following User's acceptance of such estimate, Owner will schedule and have such Scheduled Maintenance performed. Owner will have such Scheduled Maintenance performed on a time-and-materials basis at the standard rates then in effect at the time services are performed.
- c. Emergency Maintenance: Owner may undertake and provide for Emergency Maintenance and repair activities for the Fiber System and/or User System. Where necessary, Owner shall attempt to respond to any failure, interruption or impairment in the operation of the User System within Twenty-Four (24) hours after receiving a report of any such failure, interruption or impairment. Owner shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the User System when reported by User in accordance with the procedures set forth in this Agreement. User shall be responsible for the costs and expenses associated with such Emergency Maintenance as it relates to User's actual use of the User System and/or Fiber System requiring such Emergency Maintenance. Owner will have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed

8.2 In the event Owner, or others acting in Owner's behalf, at any time during the Term of this Agreement, discontinues maintenance and/or repair of the User Systems, User, or others acting in User's behalf, shall have the right, but not the obligation, to thereafter provide for the previous Owner provided maintenance and repair of the User System, at User's sole cost and expense. Any such discontinuance shall be upon not less than six (6) months prior written notice to User. In the event of such discontinuance, Owner shall obtain for User, or others acting in User's behalf, approval for adequate access to the Rights of Way in, on, across, along or through which the User System is located, for the purpose of permitting User, or others acting in User's behalf, to undertake such maintenance and repair of the User System. As an alternate remedy, User may elect to

terminate this Agreement should Owner discontinue maintenance and/or repair of the User System.

8.3 In the event any failure, interruption or impairment adversely affects both Owner's Fiber System and User System, restoration of the User System shall at all times be subordinate to restoration of Owner's Fiber System with the exception of special priority for Users's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the parties hereto. In such event or in the event Owner is unable to provide timely repair service to the User System, Owner may, following written request, permit User to make repairs to restore the User System as long as such restoration efforts do not interfere with Owner's restoration activities.

8.4 Any User subcontractors or employees who undertake repair or maintenance work on the User System shall first be approved by Owner to work on Owner's Fiber System. Prior to User's undertaking Emergency Maintenance or entering an Owner's facility for repair, User shall first notify Owner of the contemplated action and receive Owner's concurrence decision, a decision that Owner shall provide to User no later than twelve (12) hours from User's notification to Owner of contemplated action. When User undertakes Emergency Maintenance of the User System, User shall have an Owner employee or representative available to assist User in any repair of the User System.

9. USE OF USER SYSTEM.

9.1 User shall have exclusive control over its provision of telecommunications, video, data, and/or information services.

9.2 User hereby certifies that it is authorized or will be authorized, where required, on the effective date of this Agreement to provide telecommunications, video, data, and/or information services within the State of Ohio, the City of Monroe, Ohio and in such other jurisdictions as the User System may exist, and that such services can be provided on the Fiber optic cable systems such as the Fiber System owned and operated by Owner.

9.3 User understands and acknowledges that its use of the Fiber System and the User System are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System and the User System are located. User represents and warrants that it shall operate on the Fiber System and the User System subject to, and in accordance with, all laws, rules and regulations and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

10. INDEMNIFICATION.

10.1 The User, to the extent allowable under Ohio law, shall indemnify, protect, defend, and hold harmless the Owner and its affiliates, officers, elected officials, directors, employees, partners and agents from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or severable, expenses of any nature (including reasonable attorneys', accountants' and experts' fees and disbursements), judgments, fines, settlements and other amounts (collectively, "Damages") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively "Claims") relating to or arising out of:

- a. User or its elected officials, officers and employees, agents, or volunteers use of the Fiber System or User System, except to the extent such Damages are caused by Owner or its affiliates, officers, directors, employees, partners, clients, customers, or agents;
- b. Any breach by User or its elected officials, officers and employees, agents, or volunteers of any material obligation or covenant under this Agreement;
- c. Any claim of any third party resulting from the negligence or willful misconduct of User or its elected officials, officers, employees, agents, or volunteers.

11. INSURANCE.

11.1 INTENTIONALLY RESERVED/DELETED.

12. DEFAULT.

12.1 Unless otherwise specified in this Agreement, User shall not be in default under this Agreement, or in breach of any provision hereof unless and until Owner shall have given User written notice of a breach and User shall have failed to cure the same within thirty (30) days after receipt of a notice; provided, however, that where such breach cannot reasonably be cured within such thirty (30) day period, if User shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by User to timely cure any such breach after notice thereof from Owner, Owner shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue such other remedies as may be provided at law or in equity.

12.2 Unless otherwise specified in this Agreement, Owner shall not be in default under this Agreement or in breach of any provision hereof unless and until User shall have given Owner written notice of such breach and Owner shall have failed to cure the same within thirty (30) days after receipt of such notice;

provided, however, that where such breach cannot be reasonably be cured within such thirty (30) day period, if Owner shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by Owner to timely cure any such breach after notice thereof from User, User shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue other remedies as may be provided at law or in equity.

12.3 If User, shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent, or shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if any involuntary petition proposing the adjudication of User, as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law shall be filed in any court and such petition shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of all or substantially all of the assets of User shall be appointed then Owner may, at its sole option, immediately terminate this Agreement.

13. FORCE MAJEURE.

13.1 Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore; lack of transportation; national, state or local emergencies; insurrections; riots; public health crisis; wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events").

14. ASSIGNMENT.

14.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns; provided, however, that no assignment hereof or sublease, assignment or licensing (hereinafter collectively referred to as a "Transfer") of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of each Party hereto. Said consent shall not be unreasonably withheld.

15. WAIVER OF TERMS OR CONSENT TO BREACH.

15.1 No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly

authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

16. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

16.1 The relationship between User and Owner shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency Agreement between the Parties hereto.

17. NO THIRD-PARTY BENEFICIARIES.

17.1 This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person or entity other than a Party.

18. EFFECT OF SECTION HEADINGS.

18.1 Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

19. NOTICES.

19.1 Any written notice under this Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this Agreement:

If to Owner:

SouthWest Ohio
Computer Association
3611 Hamilton-Middletown
Rd
Hamilton, OH
45011
Phone: (513) 867-1028
Facsimile: (513) 867-0754

If to User:

City Manager
City of Monroe, Ohio
233 South Main Street
Monroe, OH 45050
Phone: (513) 539-7374
Facsimile: (513) 539-6460

With a Copy to:
Law Director
City of Monroe, Ohio

233 South Main Street
Monroe, OH 45050

And :
Christopher L. Miller
Ice Miller, LLP.
250 West Street
Columbus, OH 43215

19.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.

20. SEVERABILITY.

20.1 In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

21. COMPLIANCE WITH LAW.

21.1 Each Party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

22. GOVERNING LAW AND VENUE.

22.1 This Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City of Monroe, as amended, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Butler County, Ohio

23. ENTIRE AGREEMENT.

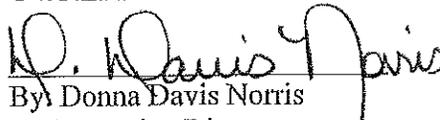
23.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This Agreement cannot be modified except in writing signed by both parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS HEREOF the parties have executed and delivered this Agreement effective the day and year first above written:

OWNER:


By: Donna Davis Norris
Its: Executive Director
Date: 6-09-20

USER:

City of Monroe, Ohio
an Ohio municipal corporation.

By: William J. Brock
Its: City Manager
Date: _____

Approved As To Form:

Law Director
City of Monroe, Ohio.

Exhibit A

OWNER FIBER SYSTEM AND COSTS

User System Fiber Route and Path

Four (4) total fibers (2 Pair) along a 2.63 mile path, for a total of 10.52 strand miles. The path originates at a mid-span meet point located at the north-east corner of the intersection of Hamilton-Lebanon Road (US 63) and Yankee Road, with an approximate GPS location of 39°26'41"N and 84°23'17"W, proceeding west along Hamilton-Lebanon Road, and then southwest along Hamilton-Middletown Road, to the Western corner of the intersection of Hamilton-Middletown Road and Roden Park Drive, with an approximate GPS location of 39°26'28"N and 84°25'49". User System shall not include any Owner provided premise based equipment, internet service, or other network services not otherwise described in this Agreement.

Route Map:



Annual Consideration for Owner Provision of User System

User will compensate Owner \$225.36 monthly (\$2,704.32 annually) for the User System during the term of this Agreement. For convenience, Owner will bill User for monthly charges on a quarterly basis. Each quarterly invoice shall be for \$676.08. Invoices shall be remitted to User by Owner in August, October, January and April. These billings may be partially in advance. User, unless otherwise reasonably disputing an invoice, shall pay Owner's quarterly invoices within forty-five (45) days of receipt.

Additional Installation Work by Owner and Construction Costs

As part of this Agreement and for the costs as detailed immediately below, Owner will construct certain necessary fiber interconnects from Owner's existing fiber path into three (3) existing traffic cabinets, and interconnects with the User's existing proprietary network. Costs below are initial third-party budgetary estimates, and may vary based on third-party costs. Any variance from this budget shall be submitted to the customer for written approval in advance, and considered an addendum to this agreement once mutually agreed to in writing by the Parties. Such constructed fiber interconnects will be managed by Owner throughout the term of this Agreement, but for that avoidance of doubt, such interconnects upon termination shall be considered property of User.

Roden Park & Canal

Handhole By Traffic Cabinet	\$600.00
Splice Capsule	\$250.00
100 FG 48 Count Fiber	\$50.00
Splicing	<u>\$1,500.00</u>
	\$2,400.00

Holly Tree / Clark

Trenching - Cabinet to Pole (165 Ft)	\$600.00
200 Ft 48 Count Fiber	\$100.00
Splicing	<u>\$1,500.00</u>
	\$2,200.00

Salzman Rd

100' Fiber on Traffic Pole	\$50.00
Splicing	<u>\$1,500.00</u>
	\$1,550.00

Yankee Rd MSMP

100' of Fiber on Traffic Pole	\$50.00
Splicing	<u>\$1,500.00</u>
	\$1,550.00

<u>Total</u>	<u>\$7,700.00</u>
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Exhibit B

FIBER SYSTEM SPECIFICATIONS

I. General

Owner shall install, provide and maintain the User System within Owner's Fiber System in accordance with the Agreement and the criteria and specifications that follows:

II. Design Criteria

Owner will endeavor to keep the number of splices in a span to a minimum.

III. Optical Fiber Specifications

Owner agrees that the Fiber System and any Owner provided fiber in the User System will meet or exceed local industry standard regarding optical specifications and performance for systems of a similar nature and architecture. Owner will work with User to ensure that fiber reasonably meets User's needs for User's intended use throughout the term of the Agreement.

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