

CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

CITY OF PHILADELPHIA

AND

VERIZON PENNSYLVANIA LLC

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THIS CABLE FRANCHISE AGREEMENT (the “Franchise Agreement” or “Agreement”) is entered into by and between the CITY OF PHILADELPHIA, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Local Franchising Authority” or the “City”), and VERIZON PENNSYLVANIA LLC, a corporation duly organized under the applicable laws of the State of Delaware (the “Franchisee”).

WHEREAS, the Franchisee has applied for and the City wishes to grant the Franchisee a renewal of a nonexclusive franchise to own, maintain, and operate a Cable System and provide Cable Service in the Franchise Area (as hereinafter defined);

WHEREAS, the City is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(10)) and is authorized to grant one (1) or more nonexclusive cable franchises pursuant to applicable state law;

WHEREAS, the Franchisee, pursuant to authority granted under Title II of the Communications Act (as hereinafter defined) and applicable provisions of Pennsylvania state law, has installed a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the Commonwealth of Pennsylvania;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the City, and the Franchisee will use optical spectrum in portions of the FTTP Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the City has found the Franchisee to be financially, technically, and legally qualified to operate the Cable System;

WHEREAS, the City has determined that the grant of a nonexclusive franchise to the Franchisee is consistent with the public interest; and

WHEREAS, subject to approval by the Philadelphia City Council as set forth in Section 2.1 (*Grant of Authority*), the City and the Franchisee have reached agreement on the terms and conditions set forth herein, and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the City's grant of a franchise to the Franchisee, the Franchisee's promise to provide Cable Service to residents of the Franchise Area of the City pursuant to and consistent with the Communications Act (as hereinafter defined) and in accordance with the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel or PEG Channel:* A video Channel that the Franchisee shall make available to the City without charge for non-commercial Public, Educational, or Governmental use for the transmission of Video Programming as directed by the City.

1.2 *Access Corporation:* Philadelphia Public Access Corporation, doing business as Philadelphia Community Access Media (“PhillyCAM” or “PCAM”) and referred to in this Agreement as PhillyCAM or PCAM, designated by the City to operate Public Access Channels as of the Effective Date, or any successor to PCAM or other entity designated by the City in its sole discretion to operate Public Access Channels and provide Public Access programming in the City.

1.3 *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.4 *Basic Service or Basic Cable Service:* Any Cable Service tier that includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.5 *Bill No. 53-A:* Bill No. 53-A of the Council of the City of Philadelphia, dated March 24, 1984 and approved by the Mayor on March 29, 1984.

1.6 *Cable Act:* Sections 601-653 of the Communications Act, 47 U.S.C. §§ 521-573, as may be amended from time to time.

1.7 *Cable Service or Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.8 *Cable System or System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), operated by Franchisee pursuant to this Agreement to provide Cable Service in the Franchise Area.

1.9 *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.10 *Commissioner:* The Commissioner of the Department of Public Property or Chief Innovation Officer of the Office of Innovation and Technology of the City of Philadelphia (referred to herein as the Chief Innovation Officer, Chief Information Officer or CIO), or such other City office or department as may be given responsibility over cable franchising in the future.

1.11 *Communications Act:* The Communications Act of 1934, as amended.

1.12 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee's affairs.

1.13 *Educational Access Channel*: An Access Channel available to the School District of Philadelphia and other educational institutions designated by the City for use for educational purposes.

1.14 *Effective Date*: The date on which this Agreement is effective, as provided in Section 2.3 (*Term*).

1.15 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16 *Fiber to the Premise Telecommunications Network ("FTTP Network")*: The Franchisee's network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act.

1.17 *Force Majeure*: An event of Force Majeure includes, but is not limited to, such events that constitute abnormally severe weather conditions; strikes; labor disturbances; lockouts; war or act of war (whether an actual declaration of war is made or not); insurrections; riots; acts of terrorism; actions or inactions of any government instrumentality (other than regulatory action or inaction of the City pursuant to its lawful exercise of its regulatory authority); actions or inactions of any public utility other than the Franchisee (including condemnation of the party's real property); court order; accidents for which the party is not responsible; fire; flood; epidemics and pandemics; natural disasters and states of emergency that are designated as such by federal, state or local government; acts of God; work delays directly caused by waiting for utility providers (other than the Franchisee) to service or monitor utility poles to which the Franchisee's FTTP Network is attached; and unavailability of materials, equipment and/or qualified labor to perform work necessary for the party's performance of its obligations under this Agreement.

1.18 *Franchise*: The collective rights and privileges granted to Franchisee pursuant to this Agreement.

1.19 *Franchise Area(s)*: Shall be defined as collectively Franchise Areas I, II, III, and IV of the City of Philadelphia, as each such area is mapped in Appendix "B" to Bill No. 53-A, and which areas together comprise the entire geographical area of the City and County of Philadelphia, Pennsylvania (attached hereto as Appendix A).

1.20 *Franchisee*: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

1.21 *Government Access Channel*: An Access Channel available to the City and/or its designee for governmental purposes.

1.22 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee and its Affiliates or any other Person,

directly or indirectly, from the operation of the Cable System to provide Cable Service in the City, including, but not limited to, such revenues for or consisting of:

- (1) Basic Cable Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium services, *e.g.* HBO or Showtime;
- (4) fees charged to Subscribers for any optional, per-channel, or per-program services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for Cable Service;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for Cable Service calls;
- (9) revenues and fees from the sale or lease of channels or channel capacity;
- (10) fees for rental or sales of any and all Subscriber equipment, including digital video recorders, converters, and remote control devices;
- (11) subject to Subsection 1.22.8 of this Agreement, foregone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent Subsection 1.22.8 below;
- (12) any and all advertising revenues as set forth herein;
- (13) revenues or commissions from home shopping channels subject to Subsection 1.22.5 below;
- (14) fees for any and all music services that are deemed to be a Cable Service over the Cable System;
- (15) late payment fees;
- (16) NSF check charges;
- (17) Franchise Fees;
- (18) revenues from sales of program guides;
- (19) fees for video-on-demand;
- (20) revenues from sale or rental of Subscriber lists;
- (21) fees for Broadcast retransmission; and
- (22) fees for regional sports channels.

Advertising commissions paid to independent third parties shall not be deducted from advertising revenues included in Gross Revenue.

Gross Revenue shall not include:

1.22.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.22.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.22.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.22.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law;

1.22.5 Any revenue of Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except that portion of such revenue which represents or can be attributed to a Subscriber fee or to a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.22.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.22.7 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.22.8 Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.22.9 Sales of capital assets or sales of surplus equipment;

1.22.10 Program launch fees;

1.22.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing;

1.22.12 Any fees or charges collected from Subscribers or other third parties for any PEG grant, including, but not limited to, the grants required under Article 5 (*PEG Services and Support; Technology Fund*) of this Agreement; and

1.23 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.24 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.25 *Local Franchise Authority (City)*: The City of Philadelphia or the lawful successor, transferee, or assignee thereof.

1.26 *Multiple Dwelling Units or MDUs*: Shall include any area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or

designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households. The term shall include mobile home parks.

1.27 *Non-Cable Services*: Any service that does not constitute a Cable Service as defined herein.

1.28 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours at least one (1) night per week and/or some weekend hours.

1.29 *Normal Operating Conditions*: Shall be defined as it is under 47 C.F.R. § 76.309(c)(4)(ii).

1.30 *PEG*: Public, Educational, and Governmental.

1.31 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental or other entity.

1.32 *Public Access Channel*: An Access Channel available for use by the City or its designee to distribute Public Access programming in the Franchise Area.

1.33 *Public Rights-of-Way or Right-of-Way or ROW*: The surface of and space above and below any real property in the City in which the City has a regulatory interest, or interest as a trustee for the public, as such interests now or hereafter exist, including, but not limited to, all streets, highways, avenues, roads, alleys, sidewalks, pedestrian and vehicle tunnels and passageways, concourses, viaducts, bridges, and skyways under the control of the City, and any unrestricted public or utility easements established, dedicated, platted, improved or devoted for utility purposes; provided, that the following lands are not included in the Right-of-Way: lands administered by the Division of Aviation of the Commerce Department; lands owned by the City that are not streets; and lands, other than the following Streets, that are under the care and jurisdiction of the Fairmount Park Commission: Belmont Avenue, Bells Mill Road, Benjamin Franklin Parkway, Cobbs Creek Parkway, Creshem Valley Drive, Haverford Avenue, Henry Avenue, Hunting Park Avenue, Kelly Drive, Lansdowne Avenue, Lincoln Drive, Montgomery Drive, Parkside Avenue, Rhawn Street, Roosevelt Boulevard, the Schuylkill Expressway, Southern Parkway, and West River Drive. The phrases “in the Right(s)-of-Way” and “in the right(s)-of-way” mean “in, on, over, along, above and/or under the Right(s)-of-Way” or “right(s)-of-way.” Nothing in this Section 1.33 or elsewhere in this Agreement shall be construed to require that Franchisee obtain a cable television franchise other than the Franchise granted by this Agreement as a condition of providing Cable Service to any geographic area of the City.

1.34 *Service Interruption*: The loss of picture or sound on one (1) or more cable channels.

1.35 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.36 *Telecommunications Facilities*: The Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.37 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.38 *Title II*: Title II of the Communications Act.

1.39 *Title VI*: Title VI of the Communications Act.

1.40 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Pursuant to, and in accordance with, City Ordinance No. _____ (approved _____, 2024), the City hereby grants to the Franchisee, subject to the Communications Act and this Agreement, the right to provide Cable Service in the City of Philadelphia and to own, operate, and maintain a Cable System in and along the Public Rights-of-Way within the Franchise Area for the purpose of providing Cable Service. This Agreement grants no authority to Franchisee to use the Public Rights-of-Way for any purpose other than the provision of Cable Service unless otherwise expressly provided herein. No privilege or power of eminent domain is bestowed or waived by this grant; nor is such a privilege or power bestowed or waived by this Agreement.

2.2 *City's Regulatory Authority*: The City's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network is regulated under Title II of the Communications Act and/or the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 101 *et seq.*, and constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services; provided, however, that this Agreement shall not be construed to limit or waive any regulatory authority the City may have now or in the future under the Communications Act, the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 101 *et seq.*, and/or other applicable provisions of federal and state law with respect to the FTTP Network facilities and/or the Public Rights-of-Way.

2.3 *Term*: This Franchise shall become effective on February 26th, 2024 (the "Effective Date"), provided that City Council has approved the Franchise and this Agreement by ordinance and such ordinance has become law. The term of this Franchise shall be for a period of five (5) years from the Effective Date (the "Term") unless the Franchise is earlier revoked or terminated as provided herein.

2.4 *Grant Not Exclusive*: The Franchise and the rights granted herein, including, without limitation, the right to use and occupy the Public Rights-of-Way to provide Cable Services, shall not be exclusive, and the City reserves the right, subject to applicable law, to grant other franchises for the provision of Cable Service or for similar uses, or for other uses of the Public Rights-of-Way or any portions thereof, to any Person, or to provide similar services or make any such use of the Public Rights-of-Way itself, at any time during the Term of this Franchise Agreement. Any such rights that are granted shall not interfere with Franchisee's existing facilities of the Cable System or the Franchisee's FTTP Network.

2.5 *Franchise Subject to Federal and State and Local Law:* Subject to Subsections 2.7.3 (*Change of Law*) and 2.7.4 (*Police Powers*) of this Agreement, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act, and by all applicable provisions of state and local law, as they may be amended, to the extent the provisions of such state and/or local laws are not preempted by federal law.

2.6 *No Waiver:*

2.6.1 The failure of the City on one (1) or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2 The failure of the Franchisee on one (1) or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the City from performance, unless such right or performance has been specifically waived in writing.

2.7 *Construction of Agreement:*

2.7.1 The provisions of this Franchise shall be liberally construed to effectuate their intent.

2.7.2 *Days; Number and Gender:* Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender. Any references to a number of days in this Agreement shall mean “calendar” days, unless business days are specified.

2.7.3 *Change of Law:* Should any change to federal, state or local law or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall use best efforts to modify this Franchise to the mutual satisfaction of both parties to ameliorate the adverse effects on the Franchisee and/or the City of the material alteration. Any modification to this Franchise shall be in writing. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then the parties agree to submit the matter to non-binding mediation. In reviewing the claims of the parties, the mediators shall be guided by the following purposes: to modify the Franchise so as to preserve intact, to the greatest extent possible, the benefits that each party has bargained for in entering into this Agreement and to ameliorate the adverse effect of the material alteration on the Franchisee and/or the City, as applicable. In the event such non-binding mediation does not result in agreement between the City and Franchisee, either party may bring an action for relief, consistent with Subsection 15.19.2.

2.7.4 *Police Powers:* Nothing in this Franchise Agreement shall be construed to prohibit or waive or limit, and the Franchisee, the Franchise and this Agreement shall be subject to, the lawful exercise of the police powers of the City to adopt and enforce laws, ordinances and regulations; provided, however, that such laws, ordinances, and regulations are lawful, and consistent with all federal and state laws, regulations and orders. If the City's exercise of the police power results in any material alteration of the terms and conditions of this Franchise Agreement, then the parties shall use best efforts to modify this Franchise to the mutual satisfaction of both parties to ameliorate the adverse effects on the Franchisee and/or the City, as applicable, of the material alteration. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then the parties agree to submit the matter to non-binding mediation. In reviewing the claims of the parties, the mediators shall be guided by the following purposes: to modify the Franchise so as to preserve intact, to the greatest extent possible, the benefits that each party has bargained for in entering into this Agreement and ameliorate the adverse effect of the material alteration on the Franchisee and/or the City, as applicable. In the event such non-binding mediation does not result in agreement between the City and Franchisee, either party may bring an action for relief, consistent with Subsection 15.19.2.

2.8 *Incorporation by Reference of Bill No. 53-A:* To the extent not inconsistent with or preempted by federal law, the Franchisee agrees to be bound by all lawful and applicable terms and conditions of Bill No. 53-A and the same shall be incorporated by reference and made part of this Agreement. This Agreement and Bill No. 53-A shall be read together and in a consistent manner. Notwithstanding the foregoing, where any provision of this Agreement alters or conflicts with the provisions of Bill No. 53-A, the provisions of this Agreement shall prevail. If, however, a provision in Bill No. 53-A merely expands, clarifies or otherwise does not alter or conflict with a provision in this Agreement, then that provision which provides the greatest benefit to the City, in the opinion of the Commissioner, shall prevail.

2.9 *Incorporation of Appendices:* The Appendices to this Agreement, Appendices A through I, are hereby incorporated by reference into this Agreement and made a part hereof.

3. SERVICE DEPLOYMENT; PROVISION OF CABLE SERVICE

3.1 *Franchise Area:* The Franchisee shall make Cable Service available throughout the Franchise Area, and may make Cable Service available to businesses in the Franchise Area except as set forth in Section 3.2 (*Exceptions*) of this Agreement.

3.2 *Exceptions:* Franchisee's obligations pursuant to Section 3.1 (*Franchise Area*) shall be subject to the following exceptions: (A) for periods of Force Majeure; (B) for periods of delay resulting from the Franchisee's inability to obtain authority to access private rights-of-way in the Franchise Area; (C) developments or buildings or areas that are subject to exclusive arrangements with other providers; and (D) for periods of delay caused by Franchisee's inability to obtain access to MDUs pursuant to the procedures set forth in Section 3.5 (*Service to MDUs*) of this Agreement.

3.3 *Non-Discrimination:* Franchisee shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance with

47 U.S.C. § 541(a)(3) or based upon race or ethnicity or any other factor identified in Section 14.1 (*Non-Discrimination; Fair Practices*), which Section Franchisee shall comply with fully.

3.4 *Availability of Cable Service:* The Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1 (*Franchise Area*). The Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines (except that Franchisee need not connect units otherwise already served by the Franchisee's FTTP Network). The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and actual costs incurred to connect any Subscriber that does not reside in a residential dwelling unit (including, but not limited to, businesses).

3.5 *Service to MDUs:* The parties hereto acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and the Franchisee, which negotiations shall be conducted in accordance with the procedures set forth in Subsections 3.5.1 through 3.5.3 below. Neither the Franchisee nor the City shall be responsible or liable for any failure to provide Cable Service to a lessee, landlord or condominium owner whose lessors or governing body, as the case may be, does not reach agreement with the Franchisee for the installation of such Cable Service. In each case where Franchisee receives a request for Cable Service from an occupant, landlord, owner or governing body of an MDU, Franchisee shall follow the following procedures:

3.5.1 Upon receipt of a request for Cable Service from an occupant, landlord, owner, or governing body, the Franchisee may initiate negotiations with the landlord, owner or governing body of such MDU in order to obtain valid legal authority to provide Cable Service to units within such MDU.

3.5.2 In the event the Franchisee and the landlord, owner or governing body of such MDU are able to agree upon mutually acceptable terms and conditions for Franchisee's provision of Cable Service to units within such MDU, the Franchisee and the landlord, owner or governing body of such MDU may enter into a written agreement authorizing the Franchisee to provide Cable Service to units within such MDU.

3.5.3 In the event the Franchisee and the landlord, owner or governing body of such MDU are unable to agree upon mutually acceptable terms and conditions for Franchisee's provision of Cable Service to units within such MDU, Franchisee may either: (i) decline to provide Cable Service to such MDU; (ii) defer provision of Cable Service to such MDU; or (iii) decide that it will provide Cable Service and therefore invoke the applicable provisions of 68 P.S. § 250.504B.

3.5.4 *Periodic Reevaluation:* Consistent with Section 3.5 and Subsections 3.5.1 through 3.5.3, Franchisee agrees that it will conduct annual reevaluations of each unserved MDU to determine whether circumstances have changed in a manner that would enable

Franchisee to obtain valid legal authority to access such MDU on commercially reasonable terms and conditions. Franchisee shall at least once every year contact a landlord, owner or governing body who has not already declined access (a “Passive Denial”) to attempt to reach an agreement upon mutually acceptable terms and conditions to provide service. The Franchisee shall provide a Periodic Reevaluation Report on an annual basis (commencing twelve (12) months from the Effective Date) in the form provided in Appendix H (*Form of MDU Data Report*). Within ninety (90) days of the Effective Date, Franchisee will provide a completed Appendix H as a baseline, subject to the confidentiality requirements of Section 8.1 (*Open Books and Records*) of the Franchise.

4. SYSTEM FACILITIES

4.1 *System Characteristics*: The Franchisee's Cable System, which shall conform to the description in Appendix E (*System Architecture*), shall meet or exceed the following requirements:

4.1.1 The System shall initially provide a digital carrier passband between 54 and 863 MHz.

4.1.2 Facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

4.1.3 All facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to Subscriber complaints and resolve System problems.

4.1.4 The System shall be designed to be an active two-way plant providing for Subscriber interaction required for the selection or use of Cable Service.

4.1.5 The System shall be capable of continuous twenty-four (24) hour per day operation in accordance with applicable FCC standards.

4.1.6 Facilities and equipment sufficient to cure violations of any applicable FCC technical standards.

4.1.7 The System shall be protected against outages due to electrical power failures. The System shall have back-up electrical power sources that are sufficient to operate the System for at least twenty-four (24) hours without other electrical power.

4.1.8 All facilities and equipment shall be designed, built and operated in compliance with all applicable FCC requirements regarding consumer electronic equipment. Equipment must be installed so that all closed captioning and secondary audio programming (SAP) received by the Cable System shall include the closed caption and SAP signals, as long as such signals are received with closed captioning, stereo or with secondary audio tracks when retransmitted in those same formats.

4.1.9 All facilities and equipment for the System shall be designed, built and operated in a manner that protects the safety of System workers and the public.

4.1.10 Franchisee shall maintain trucks, tools, testing equipment, monitoring devices and other equipment and facilities, as well as trained and skilled personnel, sufficient to ensure compliance with applicable law and the requirements set forth in this Article 4.

4.1.11 The Cable System must conform to or exceed all applicable FCC technical performance standards as amended from time to time, and any other future applicable technical performance standards which the City is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect:

4.1.11.1 Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

4.1.11.2 The National Electrical Code (NEC);

4.1.11.3 The National Electrical Safety Code (NESC);

4.1.11.4 The standards of the ANSI/ Society of Cable Telecommunications Engineers (SCTE) as applicable; and

4.1.11.5 The ITU G.983 Passive Optical Network standard (if applicable).

4.2 *System Tests and Inspections:*

4.2.1 The Franchisee shall perform all tests on the System as may be required by FCC rules, regulations and practices for a System and practices necessary to demonstrate compliance with the requirements of the Franchise, and to ensure that System components operate in conformance with such requirements. All tests shall be conducted in accordance with applicable FCC rules, regulations, and practices using test procedures acceptable to the City and Franchisee.

4.2.2 The Franchisee shall conduct any required tests as follows:

4.2.2.1 Proof of Performance tests on the Cable System at least once every six (6) months, or more frequently if required by FCC rules. In consultation with the City, Cable System monitor test points shall be established in accordance with good and sound engineering practices and consistent with FCC guidelines. Franchisee shall design, install, maintain and operate the Cable System in a manner that fully complies with applicable FCC regulations and technical standards, as they may be amended from time to time. Upon request by the City, Franchisee shall conduct and document complete performance tests of its Cable System to show the level of compliance with applicable FCC standards.

4.2.2.2 System tests shall be supervised by a senior engineer of the Franchisee, who shall sign and provide records of all tests performed to the City.

4.2.2.3 The City shall have the right to designate a City employee (or a third party consultant to the City, provided that such third party consultant executes, in

advance, a non-disclosure agreement in a form reasonably acceptable to Franchisee) to visually inspect Franchisee's Cable System in order to verify compliance with this Article 4, and to witness and/or review all Proof of Performance tests required under this Agreement. The Franchisee shall provide the City with at least ten (10) business days' notice of, and opportunity to observe, any such Proof of Performance test performed on the Cable System. Nothing in this Section 4.2 or elsewhere in this Agreement shall prevent the City from performing visual inspections of the Cable System in the Public Rights-of-Way or on private property at any time and without prior notice to Franchisee; provided that the City will obtain any permissions required for access to private property.

4.2.2.4 The Franchisee shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the City upon the City's request. The City shall have the same rights the FCC has to inspect the Franchisee's performance test data.

4.2.2.5 If any test required under this Section 4.2 indicates that any component of the Cable System fails to comply with requirements set forth in this Section 4.2, the Franchisee shall promptly take corrective action, shall retest the non-compliant component(s), and shall advise the City of the action taken and results achieved, and supply the City with a written report of the test results within thirty (30) days after the date corrective action was completed.

4.2.3 The Commissioner may, for good cause shown, waive or limit the system test and inspection requirements in this Section 4.2.

4.3 *System Interconnection:* The Franchisee shall design its Cable System so that the System can be interconnected with other cable systems in the Franchise Area. Subject to the requirements of Article 5 (*PEG Services and Support; Technology Fund*), interconnection of systems may be made by direct fiber optic cable connection, microwave link, satellite, or other equivalent methods.

4.4 *Emergency Alert System:* The Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

4.5 *Annual Public Performance Review Session:*

4.5.1 Not more than once per calendar year, and upon thirty (30) days written notice to the Franchisee, the Commissioner, in the Commissioner's sole discretion, may require the Franchisee to attend and participate in a scheduled performance review session, presided over by the Commissioner, within ninety (90) days after the close of each calendar year of the Franchise (the "Annual Public Performance Review Session"). All Annual Public Performance Review Sessions shall be open to the public.

4.5.2 At any Annual Public Performance Review Session, Franchisee shall not be required to disclose any information or documents reasonably determined by Franchisee to be proprietary or confidential; provided, however, that Franchisee shall cooperate in good faith to participate in any such Annual Public Performance Review Session. Topics which may

be discussed at any scheduled Annual Public Performance Review Session may include, but not be limited to: service, Franchise Fee, application of new technologies, System performance, services provided, programming offered, Subscriber complaints, privacy, amendments to ordinances, regulations and judicial or FCC rulings, this Agreement and City rules.

4.6 *Commissioner Review Session:*

4.6.1 Commencing on the first (1st) anniversary of the Effective Date, the Commissioner, upon thirty (30) days written notice to the Franchisee, may require the Franchisee to participate in an annual review session with the Commissioner, which session shall not be open to the public (the “Commissioner Review Session”). The purpose of such Commissioner Review Session shall be to discuss any topics the Commissioner may reasonably determine to be necessary to ensure compliance with Franchisee's obligations pursuant to this Franchise. Franchisee shall not be required to participate in any Commissioner Review Session more than once per calendar year during the Term of this Franchise, subject to Subsection 4.6.2 of this Agreement.

4.6.2 All documents and information in Appendix G (*Commissioner Review*) including all follow-up requests, shall be provided to the City within the time set forth in Subsections 8.2.1, 8.2.2 and 8.2.3, unless an extension is otherwise requested in writing by Franchisee and granted by the City, which grant shall not be unreasonably withheld. Provided Franchisee complies with the foregoing, the Commissioner shall close out any Commissioner Review within twenty-four (24) months from the date of initial notice increased by the number of days of any extension(s) granted by the City, unless otherwise mutually agreed to by the parties.

4.6.3 Upon thirty (30) days written notice following the date of any Commissioner Review Session, the Commissioner may require a second (2nd) Commissioner Review Session (a “Follow-Up Commissioner Review Session”) in the event the Commissioner reasonably determines that the Commissioner requires additional information from the Franchisee to assess the topics covered in the Commissioner Review Session as set forth in Subsection 4.6.1.

4.6.4 In the event the Commissioner determines that it is reasonably necessary to review any documents or other information during any Commissioner Review Session and/or Follow-Up Commissioner Review Session, the Commissioner shall so notify the Franchisee, with reasonable specificity, in the Commissioner's written notice to the Franchisee requesting such Commissioner Review Session and/or Follow-Up Commissioner Review Session; provided, however, that any such documents reasonably identified by Franchisee in writing to be confidential and proprietary that are made available by the Franchisee during any Commissioner Review Session and/or Follow-Up Commissioner Review Session shall be treated by the City as confidential and proprietary, unless otherwise required by law or court order or expressly permitted by the Franchisee in writing. At all times, Verizon information and data shall remain the property of Verizon.

4.6.5 Within ninety (90) days after the conclusion of any Commissioner Review Session and/or Follow-Up Commissioner Review Session, the Commissioner shall

provide Franchisee a written report setting forth the Commissioner's findings based on the Commissioner Review Session and/or Follow-Up Commissioner Review Session.

4.6.6 During a review and evaluation by the City, the Franchisee shall fully cooperate with the Commissioner and shall provide such information and documents as the Commissioner determines to be reasonably necessary to perform the review. The information requested by the Commissioner and provided by Franchisee shall include, but not be limited to, the information set forth in Appendix G (*Commissioner Review*). Notwithstanding anything to the contrary set forth in this Agreement, the Commissioner shall have the right to require additional information reasonably necessary for the Commissioner's review, which information shall be provided by Franchisee within the time reasonably requested by the Commissioner.

5. PEG SERVICES AND SUPPORT; TECHNOLOGY FUND

5.1 PEG Channels and Support:

5.1.1 *PEG Access Channels:* Franchisee shall furnish channels and support for Public, Educational, and Government Access programming, as set forth in this Section 5.1, in order to ensure universal availability of Public, Educational, and Government Access programming in the City.

5.1.2 *Channel Availability:* As of the Effective Date, Franchisee shall continue to provide use of channel capacity on its Basic Service Tier consisting of Standard Definition ("SD") channels as follows: five (5) dedicated digital Public Access Channels, five (5) dedicated digital Educational Access Channels, and five (5) dedicated digital Government Access Channels (collectively, "PEG Channels"). All PEG Channels will originate at a PEG Channel origination location, as set forth in Subsection 5.5.1 (*Direct Connection*).

5.1.2.1 The Franchisee shall make available additional Public, Educational or Government Access Channels within sixty (60) calendar days following the City's written notice requesting one (1) or all of the Channels, so long as the City can demonstrate and verify that a minimum of fifty (50) hours per week of local programming is broadcast on all PEG Channels combined and maintained at those fifty (50) hours for sixty (60) continuous calendar days prior to the date of the City's written notice.

5.1.3 *High Definition PEG Access Channels and PEG Channel Transmission:* Franchisee shall provide the City with up to fifteen (15) High Definition ("HD") PEG Channels, consisting of five (5) dedicated Government Access Channels, five (5) dedicated Public Access Channels, and five (5) dedicated Educational Access Channels as follows: Franchisee shall transition nine (9) HD Access Channels within one hundred eighty (180) days from the Effective Date, and an additional six (6) HD Access Channels within two hundred seventy (270) days of receipt of written request for such additional Channels.

5.1.3.1 Franchisee shall transition the current PEG Access Channels from SD to HD in the following priority order: Government Access Channels, followed by Public Access Channels, followed by K-12 Educational Access Channels, followed by higher Educational Access Channels. For a period of six (6) months during and after each Channel's transition, Franchisee shall work with the pertinent PEG Access Channel operator to

make all Subscribers aware of the transition of the PEG Access Channel(s) from SD to HD, using all electronic and written means used by Franchisee to communicate other channel changes to Subscribers.

5.1.3.2 Franchisee shall pass through all components of the PEG HD Channel signals including, but not limited to, video, audio, stereo, closed captioning and other elements associated with the programming (when provided by the content owner or producer, as required by federal law). All PEG programming containing properly formatted closed captions, SAP or stereo audio shall be delivered to Subscribers in such formats. Franchisee may implement HD carriage of PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels carried on the Cable System consistent with Subsection 5.1.4. Franchisee shall have the right to discontinue provision and reclaim the bandwidth of the SD Access Channel(s) three (3) months after the launch of each PEG Channel identified in Subsection 5.1.3 in HD format as required hereunder. For the purpose of clarity, any Channel requested represents one (1) Channel-by way of illustrative example, one (1) SD Government Access Channel and one (1) HD Government Access Channel with the same content is counted as two (2) Channels; furthermore there shall be no simulcast of SD and HD Access Channels (except as provided during the three (3) month period stated in this paragraph; provided however that in no case shall the transition period for any Channel be less than ninety (90) days); the maximum number of PEG Access Channels available at any time shall be fifteen (15) channels.

5.1.4 All programming content for an HD PEG Channel shall be transmitted to Franchisee in HD-SDI format with a resolution of 720p or 1080i and Franchisee shall deliver such PEG Channels to Subscribers with the same quality as other HD Channels delivered using the same format and resolution. The City expressly acknowledges that an HD PEG Channel may not be available at all times during the Term of this Agreement to Subscribers choosing Franchisee's SD Basic Service Tier, and in order to view the HD PEG Channels, a Subscriber may be required to upgrade equipment at an additional charge. Franchisee shall assist requesting SD Subscribers in making the conversion from SD to HD during the three (3) month notification and transition period in order to continue receiving the PEG Channels.

5.1.5 *PEG IMG and PEG VOD*: If Franchisee offers PEG IMG (access by PEG Channel operators to the Franchisee's electronic programming guide/digital menu) and PEG VOD (access by PEG Channel operators to Franchisee's Video on Demand platform) to another Franchising Authority in a Cable Franchise, then it shall offer the same PEG IMG and PEG VOD to the City. The Franchisee must notify the City of availability of PEG IMG and PEG VOD and shall enter into an amendment to this Franchise to modify the applicable terms and conditions. This Subsection 5.1.5 shall only apply if all other Franchises issued by the City require each Franchisee to provide PEG IMG and PEG VOD.

5.1.6 All PEG Channels shall be provided by the Franchisee at no cost to the City or to The Philadelphia Public Access Corporation, doing business as Philadelphia Community Access Media (PCAM). The City hereby authorizes the Franchisee to transmit PEG Access programming within and without the City's jurisdictional boundaries. Subject to

Section 5.4 (*PEG Channel Assignments*) of this Agreement, the parties agree that Franchisee shall have the right to use unused Public Access Channels.

5.1.7 Consistent with federal law, Franchisee shall have the right to petition the City for the return of the third, fourth or fifth Public Access Channels in the event the programming threshold applicable to a channel is not met for a period of one hundred eighty (180) consecutive calendar days prior to the date of the petition. The City, in its discretion, shall determine whether a channel shall be returned to Franchisee on account of failure to meet a programming threshold, after investigating in good faith whether the threshold has been met and discussing the results of its investigation with the Franchisee. The first and second Public Access Channels shall not be subject to any programming threshold or other programming requirement, and shall be available to the Access Corporation without condition, throughout the Term of this Agreement.

5.1.8 *PEG Support:* Franchisee shall provide financial support for PEG Access Channels and programming as follows:

5.1.8.1 *Public, Educational and Government Access Channels Grant:* Franchisee shall pay to the City a Grant (“Public, Educational and Government Access Channels Grant” or “Grant”) in the total amount of Eight Million Dollars (\$8,000,000) over the Term of the Franchise Agreement. Franchisee shall make quarterly payments to the City, each in the amount of Four Hundred Thousand Dollars (\$400,000) beginning thirty (30) days from the Effective Date and continuing for each subsequent quarter for the Term of this Agreement. Each such Public, Educational and Government Access Channels Grant payment shall be due on the first (1st) day of the applicable calendar quarter, provided however, Franchisee shall not be required to make two (2) payments in one (1) calendar quarter, and that the Grant shall only be payable upon the City's advance confirmation to Franchisee that it has required payment from the Incumbent Franchisee pursuant to the Incumbent Agreement (as hereinafter defined) consistent with Subsection 5.1.8.3 of this Agreement.

5.1.8.2 The City shall determine the distribution of PEG funding amongst Public, Educational and Government Access Channel operators throughout the Term of this Agreement. Consistent with the Cable Act, Franchisee shall be entitled to an accounting of the distribution and use of the PEG funding upon written request.

5.1.8.3 Notwithstanding the foregoing Subsections 5.1.8.1 and 5.1.8.2, if (as of the Effective Date) the City does not require the incumbent Cable Service franchisee in the City (the “Incumbent Franchisee”) to pay the full amount of the Grant(s) that are set forth in the Incumbent Franchisee's cable franchise agreement or any renewal agreement that is in effect as of the Effective Date (the “Incumbent Agreement”), then the City will not require Franchisee to pay to the City or the Access Corporation more than the amounts of such Grant(s) that the Incumbent Franchisee is required to pay under the Incumbent Agreement; provided, however, that nothing in this Agreement is intended to require or will require the City to alter or limit any obligation of Franchisee under this Article 5 on account of any terms or conditions that the City and the Incumbent Franchisee may agree to in any renewal of the Incumbent Agreement.

5.1.8.4 The City may audit or review PEG Support payments in accordance with the provisions set forth in Section 6.3, and Subsections 6.3.1, and 6.3.2 (“PEG Support Payment Review”).

5.2 *Access Corporation:* The Philadelphia Public Access Corporation, doing business as Philadelphia Community Access Media (PCAM) or, at the City's discretion, a City-approved designee of or successor to PCAM, or another entity designated by the City, in its sole discretion, to administer Public Access programming in the City (such entity being referred to in this Agreement as the “Access Corporation”), shall be responsible for the management, operation and maintenance of all Public Access studios, facilities, equipment, programs, and services funded or provided by the Franchisee pursuant to this Franchise Agreement for the purpose of providing Public Access programming. At no time shall the Access Corporation be deemed a third party beneficiary to this Franchise or have any rights of enforcement other than through petition to the City.

5.3 *Leased Access:* Franchisee shall comply with all federal leased access requirements under 47 U.S.C. § 532.

5.4 *PEG Channel Assignments:* The Franchisee shall position the PEG Channels on its channel lineup as they are positioned elsewhere within the City to the extent such channel positions do not interfere with any other channels or fall outside the range of the positions Franchisee assigns to PEG Channels in its channel lineup. The Franchisee shall use commercially reasonable efforts: (i) not to change its initial PEG Channel assignments during the Term of this Agreement, and (ii) to maintain PEG Channels in consecutive channel positions (numbers) on Franchisee's channel lineup (*i.e.*, the five (5) Public Access Channels in five (5) consecutively numbered positions, the five (5) Government Access and additional PEG Channels in five (5) consecutively numbered positions, and the five (5) Educational Access Channels in five (5) consecutively numbered positions. In the event Franchisee reasonably deems changes in PEG Channel positions to be necessary and changes the positions in accordance with this Section 5.4, the Franchisee shall comply with the following requirements: (i) the Franchisee gives the City and the Access Corporation ninety (90) days written notice of such change (if commercially practicable) but in no event less than forty-five (45) days, and (ii) the Franchisee provides, free of charge, public announcements of such changes that shall include (A) to the extent Franchisee has advertising availability, advertising such PEG Channel changes on advertising inserts on local channels carrying non-satellite programming in prime time at least thirty (30) seconds per day for the time period of thirty (30) to fifteen (15) days prior to such change and two (2) minutes per day for the fourteen (14) days prior to such change (provided, however, that if Franchisee does not have advertising availability at the commencement of the thirty (30) to fifteen (15) day period, as soon as advertising space becomes available, Franchisee shall then provide the advertising provided in this Section 5.4), and (B) providing notice of such changes in at least two (2) monthly Subscriber bill inserts or bill messages prior to such change (if commercially practicable) but in no event less than one (1) monthly Subscriber bill insert or bill message; provided, however, that such bill inserts or bill messages shall not be necessary in the event the Franchisee provides the requisite notice of such changes to all Subscribers in a letter separate from their bill or in a digital notice in the message center displayed on the Interactive Media Guide.

5.4.1 *Compensation for PEG Channel Relocation:* Except for PEG Channel relocations due to the channel designations of must carry channels or other federal or state legal requirements, if Franchisee relocates PEG Channel(s), then Franchisee shall pay the City or its PEG programmer designee Five Thousand Dollars (\$5,000) to assist in “rebranding” the PEG Channel(s). Franchisee shall make such payment for every instance in which Franchisee relocates a PEG Channel, whether or not such a payment has been made in the past for the relocation of the channel.

5.5 *PEG Channel Quality:* Each PEG Channel shall be delivered with transmission quality pursuant to Subsection 5.1.4 of any other channel on Franchisee's Cable System, provided, however, that Franchisee shall have no responsibility to improve upon or modify the quality of any PEG Channel’s content provided to Franchisee by any PEG Channel programmer.

5.5.1 *Direct Connection:* Franchisee, at the Franchisee's expense, shall continue to connect its Cable System to equipment owned or controlled by the City or its PEG Access designee(s) at the locations listed below, or (subject to Subsection 5.5.2 (*PEG Interconnection*)) at alternate locations designated by the City, or alternative locations mutually agreed to by both parties (such locations being collectively referred to in this Agreement as “PEG Channel origination locations”). (In this Subsection 5.5.1, “P” means Public Access Channel(s) and associated programming, “E” means Educational Access Channel(s) and associated programming, and “G” means Government Access Channel(s) and associated programming.)

- | | | | |
|-----|---|-----------------------------------|---|
| (1) | G | City Hall | 1400 John F Kennedy Blvd, Philadelphia, PA 19102 |
| (2) | P | Public Access Studio | 699 Ranstead Street, Unit IPPEG, Philadelphia, PA 19106 |
| (3) | E | Board of Education | 440 North Broad Street, Philadelphia, PA 19130 |
| (4) | E | Community College of Philadelphia | 1700 Spring Garden Street, Philadelphia, PA 19130 |
| (5) | E | Higher Education Institution TBD | Address TBD – by written notice from City |
| (6) | E | LaSalle University | 1865 Lindley Avenue, Room 210, Philadelphia, PA 19141 |
| (7) | E | Temple University | 2020 North 13th Street, Philadelphia, PA 19122 |

5.5.1.1 Franchisee shall cablecast on the System, on a live basis, concurrent with delivery, and as delivered from the PEG Channel origination location, all live, pre-recorded, and character-generated P, E and G programming content originated at the PEG Channel origination location; provided, however, as follows: (i) not more than a collective total of two (2) times during the Term of this Agreement, but not more than one (1) occurrence in the first twelve (12) months of this Agreement, and not more than one (1) occurrence in any subsequent twelve (12) month period, the City may designate an alternate location as a PEG Channel origination location within the boundaries of the City and Franchisee shall, within one hundred twenty (120) days following receipt of written notice from the City identifying the new location, connect the System to that location and cablecast programming content originated at the location, provided however if the City designates an alternate PEG Channel origination location that is not along the Franchisee's activated cable route, then Franchisee shall have one hundred eighty (180) days to connect the location to the System.

5.5.1.2 The Franchisee shall continue to provide the connections and PEG encoders at each PEG Channel origination location identified in Subsection 5.5.1 above provided that the locations are operable for their intended purpose as PEG Channel origination locations, and that the City and its PEG Access designee(s) cooperate reasonably with the Franchisee with respect to such connections, including, without limitation, providing Franchisee at each location, at no cost to Franchisee: reasonable and lawful access to the location, sufficient space to make the connection, and industry standard environmental conditions.

5.5.1.3 The City or its Access Channel designee(s) shall be responsible for delivering the PEG signal to an access connection point to Franchisee's PEG encoder at each PEG Channel origination location. Subject to Section 5.5 (*PEG Channel Quality*), Franchisee shall cablecast on the System the programming so delivered in substantially the form delivered and without deterioration of audio or video signal quality. The Franchisee shall provide, install, maintain, repair and replace only equipment that is necessary to receive and transmit such PEG programming from the PEG Channel origination locations to Subscribers. The Franchisee shall not be obligated to provide the City with cablecast equipment or facilities or personnel responsible for maintaining and operating equipment and facilities or for generating any PEG programming, except as necessary to comply with this Subsection 5.5.1.3. The City and its PEG Access designee(s) and the Franchisee shall work together in good faith to resolve any issues related to PEG interconnection and Franchisee's cablecasting of PEG programming from the PEG Channel origination locations.

5.5.1.4 Franchisee shall respond promptly and diligently work to resolve technical issues related to PEG Channel signal quality, but in any event within twenty-four (24) hours after notification by an Access Channel operator or the City.

5.5.2 *PEG Interconnection*: Absent other means of continuing to connect, or newly connecting in the future, one (1) or more PEG Channel origination locations to Franchisee's Cable System, as described in this Article 5, Franchisee shall interconnect its Cable System to other Cable Systems in the City to ensure availability of all PEG Channels on Franchisee's Cable System. For new PEG Channel origination locations, the Franchisee shall take commercially reasonable steps to accomplish such interconnection within one hundred eighty (180) days of a request from the City. Subject to Section 4.3 (*System Interconnection*), interconnection may be accomplished by direct cable, microwave link, satellite or other reasonable method of connection that permits Franchisee to cablecast PEG programming concurrent with delivery to Franchisee's System, in substantially the form delivered to the Franchisee, without deterioration in audio or video signal quality. Franchisee shall negotiate in good faith with existing or new cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms and conditions. The City shall, if requested by Franchisee, make a good faith effort to have the existing cable operator(s) provide such interconnection to the Franchisee on reasonable terms and conditions; provided, however, the City may, in its discretion, but shall not be required to, be present during interconnection negotiations. The Franchisee and the existing or new cable operator(s) shall negotiate the specific terms and conditions of the interconnection agreement. If requested by Franchisee, the City may use reasonable efforts to assist in informally mediating disputes.

5.5.3 *Complimentary Drops for PEG Channel Monitoring:* As long as the location is in the Franchise Area, Franchisee shall provide at each PEG Channel origination location a complimentary cable drop and the level of Cable Service required to monitor the PEG programming content transmitted over Franchisee's System.

5.6 *Rules for PEG:* The City and the Access Corporation, or its successors or other City-authorized designees shall establish rules and regulations for use of PEG facilities, subject to and consistent with 47 U.S.C. § 531(d). The parties hereto agree that, consistent with 47 U.S.C. § 558, Franchisee shall not incur any liability in connection with or arising from any programming carried on any PEG Access Channel.

5.7 *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover any Franchise related costs and any Public, Educational and Government Access funding or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

5.8 The Franchisee agrees that it shall not deduct, in whole or in part, the Public, Educational and Government Access Channels Grant or the Technology Fund from the Franchise Fees provided for in Article 6 (*Franchise Fees*). Franchisee agrees that no Grant or Fund payable to the City pursuant to Subsection 5.1.8.1 (*Public, Educational and Government Access Channels Grant*) or Section 5.9 (*Technology Fund*) constitutes Franchise Fees under the Communications Act.

5.9 *Technology Fund:* Franchisee shall pay to the City, within ninety (90) days of the Effective Date, Five Hundred Thousand Dollars (\$500,000) to be used for digital equity efforts, Smart City programs, public safety initiatives, and for other City uses as determined by the Commissioner. Franchisee shall be entitled to an accounting of the use of the Technology Fund upon written request.

5.10 *Institutional Network Services:* As provided in the Cable Act's provisions governing institutional networks, Franchisee shall furnish to the City (i) Institutional Network Broadband Internet Access Services ("INET Broadband Internet Access Services") and (ii) Institutional Network Dark Fiber Services ("INET Dark Fiber"), both in accordance with and pursuant to the terms set forth in this Section 5.10 and in Appendix B (*Institutional Network Services*), comprised of the *Service Attachment for Broadband Access Services*, the *Dark Fiber Service Attachment*, and the *General Terms*. The terms and conditions set forth in Appendix B are hereby incorporated in this Franchise Agreement as fully as if set forth in the body hereof and are binding on the parties. The parties acknowledge and agree that Franchisee's provision of INET Broadband Internet Access Services and INET Dark Fiber, as set forth in this Section 5.10 and in Appendix B, constitutes a material condition of the City's renewal of the Franchise. For the purposes of this Section 5.10, the term "institutional network" has the meaning provided in 47 U.S.C. § 531. All applicable remedies for enforcement of the Franchise pursuant to Article 13 (*Defaults and Remedies; Termination of Franchise*) and provisions regarding liability under the Franchise pursuant to Article 9 (*Insurance, Surety Bonds*) of this Agreement shall apply without limitation to the provisions set forth in this Section 5.10, in Subsections 5.10.1 through 5.10.6, and in Appendix B (*Institutional Network Services*).

5.10.1 *INET Broadband Internet Access Services:* Franchisee shall make INET Broadband Internet Access Services available to one hundred eighty-three (183) City of Philadelphia Recreation Centers (“Recreation Centers”) no later than twenty-four (24) months from the Effective Date, as set forth in Appendix B. The City shall purchase INET Broadband Internet Access Services for all one hundred eighty-three (183) sites within twenty-four (24) months of the Effective Date, subject to availability of the service at all one hundred eighty-three (183) sites. One hundred (100) Recreation Center sites shall be available to Franchisee for provision of INET Broadband Internet Access Services within twelve (12) months from the Effective Date. The remaining eighty-three (83) Recreation Center sites shall be available to Franchisee for provision of INET Broadband Internet Access Services within twenty-four (24) months from the Effective Date. Franchisee shall provide to the City for its approval a priority list specifying the priority in which Recreation Centers will be provisioned, which list shall be provided no later than fourteen (14) days from the Effective Date. The City’s approval shall not be unreasonably withheld.

5.10.2 *Additional INET Broadband Internet Access Services Locations:* Commencing upon the eighteenth (18th) month of this Franchise unless otherwise agreed by the parties, the City may request INET Broadband Internet Access Services to additional City locations under the terms and conditions in Appendix B.

5.10.3 *INET Dark Fiber Services:* Franchisee shall provide INET Dark Fiber to Recreation Centers for which it provisions INET Broadband Internet Access Services, pursuant to the terms set forth in this Section 5.10 and Appendix B. Within one hundred twenty (120) days from the Effective Date, Franchisee will commence making INET Dark Fiber available to Recreation Centers in accordance with the terms and conditions of Appendix B. Franchisee shall make INET Dark Fiber available for all one hundred eighty-three (183) sites within twenty-four (24) months of the Effective Date, subject to its availability at all one hundred eighty-three (183) sites. The City shall purchase INET Dark Fiber for all one hundred eighty-three (183) sites within twenty-four (24) months of the Effective Date, subject to availability of the service at all one hundred eighty-three (183) sites. Franchisee after consultation with the City shall provide the City with a priority Recreation Center INET Dark Fiber availability list specifying the priority in which Recreation Centers will be provisioned with INET Dark Fiber, no later than thirty (30) days from the Effective Date.

5.10.4 *Additional Dark Fiber Locations:* Commencing upon the twenty-fifth (25th) month of this Franchise, unless otherwise agreed by the parties the City may request INET Dark Fiber to additional City building locations under the terms and conditions in Appendix B.

5.10.5 *INET Use Restriction:* The parties agree that the INET provided pursuant to this Section 5.10 is to be used only for non-commercial government purposes, consistent with state and federal law; provided however that the City shall have the right to use the INET for any clearly municipal purpose.

5.10.6 *Dedicated Representatives:* To ensure the timely access to City buildings and facilities and the completion of Section 5.10 and Subsections 5.10.1 through 5.10.4, each party shall designate in writing a dedicated representative. The parties shall designate and provide the other party with the title, address, telephone number, and email

address of its dedicated representative for issues, matters and questions, including but not limited to facility access required for Verizon's provision of Institutional Network Services pursuant to this Section 5.10.

6. FRANCHISE FEES

6.1 *Payment to the City:* The Franchisee shall pay to the City a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such Franchise Fee payments shall be made no later than forty-five (45) days following the end of each calendar quarter and the obligation to pay such Franchise Fee payments in accordance with this Section 6.1 shall be effective as of the Effective Date. Except as specifically provided otherwise in this Agreement, such payment shall be in addition to any other payment or in-kind support obligation required under this Agreement or under applicable law.

6.2 *Supporting Information:*

6.2.1 The Franchisee shall file a certified statement of Gross Revenue with each quarterly Franchise Fee payment ("Gross Revenue Statement") that is prepared by an appropriate, duly authorized financial representative of the Franchisee in accordance with the definition of "Gross Revenue" provided in Section 1.22 (*Gross Revenue*) of this Agreement, and that shows the basis for the computation of the Franchise Fee payment for the quarter. The Gross Revenue Statement shall be in a form reasonably acceptable to the Commissioner (a form of such report that is currently acceptable to the Commissioner is attached hereto as Appendix F).

6.2.2 *Annual Franchise Fee Statement:* On an annual basis during the Term hereof, within ninety (90) days after the close of the Franchisee's fiscal year, the Franchisee shall furnish to the City a financial statement based on the definition of Gross Revenue as set forth in this Agreement showing the sources and amounts of Gross Revenue for that fiscal year, including all contra-expenses, offsets, deductions, exclusions, and other amounts applied during that fiscal year that have the effect of reducing Gross Revenue (the "Annual Franchise Fee Statement"). The Annual Franchise Fee Statement shall be audited and certified by an independent certified public accountant.

6.3 The Commissioner may audit or conduct a Franchise Fee review of Franchisee's books and records ("Franchise Fee Audit" or "Audit") no more than once per year during the Term; provided, however, that any such Audit shall commence within thirty-six (36) months following the close of the Franchisee's fiscal year to which such Audit relates and shall be completed within a reasonable period of time. The Franchisee shall be entitled to dispute the findings of the Audit in any appropriate administrative and/or judicial forum. All records reasonably necessary for any such Audit, including but not limited to applicable general ledger, and source data and materials as reasonably determined by the City, shall be made available by Franchisee to the City. Each party shall bear its own costs of an Audit. If the results of an Audit indicate an overpayment or underpayment of Franchise Fees, the parties agree that such overpayment or underpayment shall be returned or offset against future payments if applicable, to the proper party within sixty (60) days; provided, however, that Franchisee shall be required to

remit underpayments to the City together with interest at five percent (5%) of the amount correctly due from the date such underpayment would have been due. Pending the determination of any dispute, the Franchisee shall pay the amount deemed due by the City as provided in this Section 6.3 and such payment shall be without prejudice to the Franchisee's position. If the dispute shall be determined in the Franchisee's favor, the City shall forthwith pay to the Franchisee the amount of the Franchisee's overpayment, if any, together with interest thereon computed as defined in Section 6.4 (*Late Payments*) commencing on the date the City shall have received such overpayment. Any entity employed by the City or Franchisee that performs the Audit or Franchise Fee review shall not be permitted to be compensated on a success-based formula, e.g., payment based on an underpayment of fees, if any.

6.3.1 In addition to and separate from the Audit provisions of Section 6.3, the Commissioner may conduct a review where the Franchisee makes any change to its revenue determinations or allocation methodologies for Franchise Fee payments which were not previously used by the Franchisee during the Term of the Franchise, or where Franchisee has made any calculation error. The scope of such review shall cover the Franchise Fees paid or due and owing to the City for a calendar quarter where Franchisee has made any change to its revenue determinations or allocation methodologies or has made any calculation error that affects the Franchise Fee payment (such review is referred to herein as a "Franchise Fee Payment Review"). Any Franchise Fee Payment Review is subject to the provisions of Section 8.1 (*Open Books and Records*). The Commissioner shall promptly provide Franchisee with written notice of the completion of any Franchise Fee Payment Review, which notice shall include a summary of the findings and conclusions reached with regard to Franchisee's change in revenue determinations, allocation methodologies, or calculation error that formed the basis for such Franchise Fee Payment Review.

6.3.2 In any Franchise Fee Audit or Franchise Fee Payment Review, the City shall have the right to review and question Franchisee's calculations of Gross Revenue, including any changes in revenue determinations and allocation methodologies and Franchisee's interpretation of GAAP. Upon written request, Franchisee shall explain and document any changes to its revenue determinations and allocation methodologies and its interpretation of GAAP. In no event shall Franchisee make changes in revenue determinations or allocation methodologies or its interpretation of GAAP that are intended to evade the payment of Franchise Fees.

6.4 *Late Payments:* In the event that any Franchise Fee payment is not made on or before the dates due (or is determined to be unpaid and due under any Annual Franchise Fee Statement), then interest shall be added at the rate of six percent (6%). Acceptance of any payment shall not be construed as an accord that the amount paid is the correct amount.

6.5 *Limitation on Franchise Fee Actions:* The parties agree that any action for recovery of any Franchise Fees payable hereunder shall be governed by 42 Pa.C.S. § 5525. Franchisee shall maintain all records necessary to confirm the accurate payment of Franchise Fees until the statute of limitations provided in 42 Pa.C.S. § 5525 has run and during the pendency of any litigation or audit pertaining to the payment of the applicable Franchise Fees.

6.6 *No Limitation on Taxing Authority:* Nothing in this Agreement shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. The Franchise Fee payments required by Section 6.1 (*Payment to the City*) shall be in addition to any and all taxes of a general nature or other fees, grants or charges which Franchisee shall be required to pay to the City or to any state or federal agency or authority, as required under this Agreement or by law, all of which shall be separate and distinct obligations of Franchisee. Franchisee may designate Franchise Fee(s) as a separate item in any bill to a Subscriber as permitted under the Communications Act. Nothing in this Agreement shall be construed to preclude Franchisee from exercising any right it may have under law to challenge the lawfulness of any tax, fee, or assessment of general applicability imposed by the City or any state or federal agency or authority, nor shall anything in this Agreement be construed to waive any rights Franchisee has under 47 U.S.C. § 542 or to waive any rights Franchisee may have to withhold payment of applicable taxes during a challenge of such taxes, to the extent permitted by law.

7. CUSTOMER SERVICE; RATES; ECONOMIC OPPORTUNITY

7.1 *Customer Service:* Franchisee shall comply with: (i) applicable FCC customer service standards for Cable Service, 47 C.F.R. § 76.309, as they may be amended from time to time, (ii) 47 C.F.R. § 76.981 (*Negative Option Billing*), and (iii) the provisions of Appendix C hereto (*Customer Service Standards*).

7.2 *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Agreement shall be subject to the requirements of federal law.

7.3 *Privacy Protection:* The Franchisee shall comply with the provisions of 47 U.S.C. § 551 and any other applicable laws.

7.4 *Parental Control:* Upon request by any Subscriber, the Franchisee shall provide such requesting Subscriber with a parental control device. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber; provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

7.5 *Local Service Centers:* Franchisee shall maintain one (1) service center in each of the four (4) Franchise Areas of the City (each a "Service Center"). In addition to the required four (4) Service Centers, Franchisee may open additional Service Centers (each an "Additional Service Center") in Franchisee's discretion. Franchisee may reasonably position Additional Service Centers geographically so as to best serve the distribution of customers and store traffic patterns measured by the Franchisee, subject to the City's written approval, which shall not be unreasonably withheld. Franchisee shall include a written explanation and supporting data as the City reasonably requires to evaluate Franchisee's proposed repositioning of Service Centers or positioning of Additional Service Centers. The Franchisee shall promptly notify Subscribers and the Commissioner of a Service Center opening or any change in the location of any Service Center.

7.5.1 Each Service Center shall be open to receive inquiries or complaints from Subscribers during Normal Business Hours.

7.5.2 The Service Centers shall be designed so as to provide access in accordance with applicable law.

7.6 *Franchise Service Manager*: Franchisee shall designate and provide the City with the title, address, telephone number, and email address of its Franchise Service Manager for the City, who will act as the Franchisee's agent to receive complaints and inquiries from the City regarding quality of service, equipment malfunctions and similar matters, and who will be responsible for facilitating the resolution of issues, questions, or comments related to this Agreement.

7.7 *Economic Opportunity Plan*: As of the Effective Date, the Franchisee has submitted an Economic Opportunity Plan consistent with Chapter 17-1600 of The Philadelphia Code. A copy of the submitted Economic Opportunity Plan is attached hereto as Appendix I.

8. REPORTS AND RECORDS

8.1 *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than twenty (20) days' written notice to the Franchisee, the City shall have the right to inspect, for purposes relating to this Agreement, the books, records, maps, plans and other like materials of the Franchisee applicable to the System or Franchisee's provision of Cable Service in the City, at any time during Normal Business Hours; provided, that where volume and convenience necessitate, the Franchisee may require inspection to take place at Franchisee's office within the Franchise Area. Such notice shall identify with reasonable specificity the books, records and materials the City requires to inspect. Except as otherwise expressly provided in this Agreement, the Franchisee shall not be required to maintain any books and records for Franchisee compliance purposes longer than three (3) years, except that books and records related to Franchise Fees shall be maintained until the statute of limitations referenced in Section 6.5 (*Limitation on Franchise Fee Actions*) of this Agreement has run. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems (and so designates in writing, consistent with this Section 8.1) to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records that have no direct relation to the provision of Cable Service in the City and are not directly related to Franchisee's compliance with this Agreement; provided, however, that Franchisee shall not designate any books, records or materials as proprietary or confidential for the purpose of evading compliance or disclosure of noncompliance with Franchisee's obligations under this Agreement. Any books, records and materials which the City has the right to inspect under the terms of this Agreement which contain proprietary and confidential material of the Franchisee shall be clearly marked "CONFIDENTIAL" by the Franchisee and, subject to applicable law, the City shall maintain the confidentiality of material so marked, subject to applicable law. Upon the written request of the City, the Franchisee shall provide the City with a brief statement setting forth the Franchisee's reasons for designating such information confidential. To the extent the City determines that applicable law requires disclosure of any books, records, materials or other information provided by Franchisee pursuant to this Agreement, Franchisee shall have the right to challenge such disclosure to the fullest extent possible under applicable law and shall only

disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Notwithstanding anything herein to the contrary, the Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.1.1 Franchisee shall have the option to request that any third-party retained by the City to review information subject to Section 8.1 sign a non-disclosure agreement. As part of any Franchise Fee Payment Review, Franchise Fee Audit, PEG Support Payment Review, or any other reasonable request (as reasonably determined by the City) related to the Franchise Fee Review, Franchise Fee Audit, or PEG Support Payment Review that is made by the City or its designee (collectively, the “City”) for documents or information, the following Subsections 8.1.1.1 through 8.1.1.3 shall apply if Franchisee claims that any third party non-disclosure agreement or contractual provisions related to non-disclosure of information entered into by Franchisee prevents Franchisee from providing documentation or information reasonably requested by the City. The City may require that Franchisee comply with the immediately following Subsections 8.1.1.1 through 8.1.1.3 (i) in order to understand and analyze Franchisee’s Gross Revenue calculations and allocations and their relationship to Franchise Fees paid to the City; (ii) if otherwise necessary to complete the Franchise Fee Payment Review, Franchise Fee Audit, or PEG Support Payment Review; or (iii) if the City requests any other documentation or information for the Franchise Fee Payment Review, Franchise Fee Audit, or PEG Support Payment Review:

8.1.1.1 Franchisee shall designate a person specifically familiar with, and having expert knowledge regarding, the documents or information in question; and

8.1.1.2 that person shall work cooperatively to provide documents or information in response to the City’s requests. Franchisee’s designated individual will also provide generic samples of the requested documents or information demonstrating how calculations and allocations were made. Notwithstanding the requirements of this Subsection 8.1.1.2, Franchisee shall not be required to provide information to the extent that such information is clearly precluded by and/or would reveal the terms of any third party non-disclosure agreement(s) governing non-disclosure of information, or contractual terms related to non-disclosure of information; and

8.1.1.3 that person shall attest by written and signed affidavit to their above-described familiarity and expert knowledge and to the accuracy and completeness of all documentation and information provided to the City. The information provided by such person shall be satisfactory to answer the City’s questions, as reasonably determined by the City.

8.2 *Records Required:*

8.2.1 *Petitions and Applications:* Copies of all Proof of Performance tests, filings, and reports submitted by the Franchisee to the FCC relating to the System shall be provided to the Commissioner upon request at no cost to the City within a reasonable period of time, not to exceed thirty (30) days after the date of filing of such tests, filings and reports. If the City requests a full copy of any filing, performance test, or report pertaining to the System or Franchisee's obligations under this Agreement described in a notice, the Franchisee shall, subject

to applicable law, provide the City with a full copy at no cost to the City within twenty (20) days thereafter.

8.2.2 *Fiscal Reports:* Within one hundred twenty (120) days after the close of each of the Franchisee's fiscal years or portions thereof during the Term of this Agreement, the Franchisee shall submit a written report to the City, in a form approved by the City, including the following information:

8.2.2.1 A summary of the previous year's activities in development of the System, including, but not limited to, Cable Service programming or related Cable Services; provided that Franchisee shall not be required to include any information pertaining to numbers of Subscribers added or discontinued during any period of time; and

8.2.2.2 A copy of the Franchisee's annual SEC 10-K report, if any, and those, if any, of its parent(s), and subsidiaries.

8.2.3 The Franchisee shall at all times maintain the following records and shall make them available for the City's inspection in accordance with Section 8.1 (*Open Books and Records*) and Appendix G (*Commissioner Review*), within twenty (20) days following the Commissioner's written request:

8.2.3.1 Records of all written complaints for a period of three (3) years after receipt by the Franchisee, including the nature of each complaint, the date it was received, the disposition of the complaint, if any, and the date thereof. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or the Franchisee's Cable Service operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.3.2 Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.3.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.3.5 A map(s) showing the area of coverage for the provisioning of Cable Services; provided that any maps or related documents made available to the City pursuant to this Subsection 8.2.3.5 shall be made available to the City for inspection only and shall be subject to the confidentiality provisions of Section 8.1 (*Open Books and Records*) of this Agreement.

9. INSURANCE; SURETY BONDS

9.1 *Insurance:* Franchisee shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the Term of this Agreement, the types and limits of insurance specified below. All insurance shall be procured from reputable insurers authorized or permitted to do business in the Commonwealth of Pennsylvania. All insurance herein, except Professional Liability/Errors & Omissions shall be written on an “occurrence” basis and not a “claims made” basis. Upon receipt of notice from its insurer(s), the Franchisee shall provide thirty (30) days prior written notice to the City in the event there is an adverse material change in coverage or the policies are cancelled or non-renewed, except that there shall be ten (10) days’ notice for cancellation due to non-payment of premium. The City, its officers, and employees shall be included as additional insureds as their interest may appear under this Agreement on all policies required hereunder except the Workers Compensation and Employers Liability, and Professional Liability/Errors & Omissions policies. Also, the coverage afforded the City, its officers, and employees as additional insureds under the General Liability and Automobile Liability policies will be primary to any coverage available to them and no act or omission of the City to safeguard life or property shall invalidate the coverage.

- (1) Workers Compensation and Employers Liability:
 - (a) Workers Compensation: Statutory Limits and Employers Liability: Five Hundred Thousand Dollars (\$500,000) each accident – bodily injury by accident; Five Hundred Thousand Dollars (\$500,000) each employee – bodily injury by disease; Five Hundred Thousand Dollars (\$500,000) disease-policy limit;
 - (b) Other states’ insurance including Pennsylvania.

- (2) Commercial General Liability:

Limit of Liability: Twenty Million Dollars (\$20,000,000) per occurrence for bodily injury and property damage and Twenty Million Dollars (\$20,000,000) general aggregate including premises operations; contractual liability; personal and advertising injury liability (employee exclusion deleted); independent contractors; employees as additional insureds; cross liability/severability of interests; explosion, collapse, underground hazards.

- (3) Automobile Liability:

Limit of Liability: Twenty Million Dollars (\$20,000,000) per occurrence combined single limit each accident for bodily injury (including death) and property damage liability.

Coverage: owned, non-owned and hired vehicles.

- (4) Telecommunications, Media & Technology Errors & Omissions including Network Security and Cyber Liability:
 - (a) Limit of Liability: Five Million Dollars (\$5,000,000) per claim/aggregate, including but not limited to: data while in transit or in the possession of any third parties hired by Franchisee (such as data backup services) to electronic system; loss of, damage to or destruction of

electronic data; breaches arising from unauthorized access; or malicious code, viruses, worms or malware; electronic business income and extra expense as a result of inability to access website due to cyber-attack or unauthorized access; Privacy Notification Extra Expense Coverage (including credit monitoring expense).

(b) Telecommunications, Media & Technology Errors & Omissions including Network Security and Cyber Liability insurance coverage will be maintained or an extended discovery period will be purchased for a period of at least two (2) years after expiration or termination of this Agreement.

9.1.1 Certificates of Insurance evidencing the required coverage must be submitted to the Commissioner at the address set forth in Section 15.6. (*Notices*), and to the City's Risk Manager (1515 Arch Street, 15th Floor, Philadelphia, PA 19102-1595) within ten (10) days of each renewal term. The City reserves the right to require Franchisee to furnish written responses from its authorized insurance carrier representatives to all inquiries made pertaining to the insurance required under this Agreement at any time upon ten (10) days written notice to Franchisee. The Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement, and providing insurance certificates evidencing the required coverages from the alternative insurer.

9.1.2 The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Agreement by Franchisee to the City, or to limit Franchisee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Franchisee in this Agreement.

9.2 *Performance Bond:*

9.2.1 Franchisee shall obtain and maintain at its cost and expense, and file with the Commissioner, a corporate surety bond issued by a company authorized to do business in the Commonwealth of Pennsylvania, which bond shall be on the bond form attached in Appendix D, shall be subject to the approval of the City's Law Department, shall be in the respective annual amounts applicable to each year during the Term of this Agreement, as set forth in Subsection 9.2.2 of this Agreement (the "Performance Bond"), and shall be conditioned upon compliance with this Agreement. If the City determines that the Franchisee has failed to comply with any provision of this Agreement, then there shall be recoverable jointly and severally from the principals and surety any and all damages and costs suffered or incurred by the City or by any Subscriber as a result thereof, including, but not limited to, attorneys' fees and costs of any action or proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default, up to the full principal amount of the Performance Bond. The Franchisee shall maintain the Performance Bond during the entire Term of this Agreement and thereafter until the Franchisee shall have satisfied in full any and all obligations to the City which arise out of or pertain to the Franchise and/or this Agreement. Upon the expiration or termination of the Franchise, the Franchisee shall notify the City when the Franchisee believes that it has satisfied in full any and all such obligations and request the release of its obligation to maintain the

Performance Bond. The City, within six (6) months after receipt of such notice, shall advise the Franchisee, in writing, whether or not such obligations have been satisfied, and if such obligations have not been satisfied, the general reasons therefor. If the City fails to so advise the Franchisee within such time, the Franchisee may terminate the Performance Bond. If the Franchisee has the right to terminate the Performance Bond under any provision of this Agreement, the City shall cooperate with the Franchisee to permit such termination. In the event that the Performance Bond provided pursuant to this Agreement is not renewed or is cancelled, Franchisee shall provide a new Performance Bond pursuant to this Subsection 9.2.1 within thirty (30) days of such cancellation or failure to renew. Neither cancellation, nor refusal by the surety to extend the Performance Bond, nor inability of the Franchisee to file a replacement bond or replacement security for its obligations, shall constitute a loss to the City recoverable under the bond that is not renewed or cancelled; provided, however, that the replacement bond shall be effective as of the date of termination of the cancelled or non-renewed bond and any loss or damage incurred by the City after such effective date of the replacement bond shall be recoverable under the replacement bond. The Performance Bond shall contain the following endorsement:

“At least sixty (60) days prior written notice shall be given to the City by the surety of any intention not to renew such bond, or to cancel, replace or alter same, such notice to be given by registered mail, return receipt requested, to City of Philadelphia Commissioner of Public Property.”

9.2.2 *Performance Bond Amount:* In accordance with Subsection 9.2.1 of this Agreement, the Franchisee shall maintain a Performance Bond in the amount of Three Million Dollars (\$3,000,000).

9.2.3 The rights reserved to the City with respect to the Performance Bond are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law or in equity, and no action, proceeding or exercise of a right with respect to such Performance Bond shall affect any other rights the City may have.

9.3 *Insurance Limits:*

Not more than once during the Term of this Agreement, the Commissioner, after consultation with the Franchisee, and the City’s Risk Manager, may require that the limits on insurance required by this Agreement be increased to not more than Thirty Million Dollars (\$30,000,000) in order to reflect increased potential liability and damages; provided, however, that the Commissioner may not require that the limits on insurance be increased beyond the limits which are, at any given time, the limits consistent with the standards of the cable communications industry, and provided that the City document in reasonable detail the increased risk necessitating such change. If the City determines that an increase under this Section 9.3 is necessary, the City shall provide notice to Franchisee identifying such additional risk and the City's intent to increase the required insurance limits, and shall provide Franchisee with an opportunity to either object in writing or provide the City with evidence of such increased insurance within a period of forty-five (45) days from the date of notice.

10. INDEMNIFICATION

10.1 *Franchisee's Indemnity Obligation:* Subject to the notice requirements of Section 10.2 (*Notice to Franchisee*), the Franchisee shall, at its sole cost and expense, indemnify, save, hold harmless and defend the City, its officers, boards, commissions, employees, agents, and contractors, against any and all liens, charges, claims, demands, suits, actions, fines, penalties, losses, costs (including, but not limited to, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, but excluding claims arising out of or relating to PEG programming), in law or equity, of any and every kind and nature whatsoever (unless caused by the negligence of the City, its officers, employees and agents or arising out of any act of omission or commission, or any negligence of the City, its officers, agents, employees, boards, commissions, or contractors), arising out of this Agreement, the Institutional Network Agreements (Appendix B), performance of Franchisee's obligations under either of the foregoing Agreements, or related to PEG Access facilities to the extent of the Franchisee's obligations with respect to the installation of such PEG Access facilities under this Agreement, or the Franchisee's failure to comply with any federal, state, or local law or regulation.

10.2 *Notice to Franchisee:* In each instance in which the City seeks indemnification by the Franchisee pursuant to Section 10.1 (*Franchisee's Indemnity Obligation*), the City shall give the Franchisee prompt written notice of the City's receipt of a claim or action for which it seeks indemnification pursuant to this Section 10.2. The City shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action.

10.3 With respect to the Franchisee's indemnity obligations set forth in Section 10.1 (*Franchisee's Indemnity Obligation*), the Franchisee shall provide the defense of any claims brought against the City by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the City, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that any such proposed settlement includes the release of the City, and the City does not consent to the amount of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

10.4 Nothing set forth in Article 9, (*Insurance; Surety Bonds*) or in Article 10 (*Indemnification*) of this Agreement, shall limit, alter, waive, or replace Franchisee's obligations, if any, as a user of the Public Rights-of-Way, pursuant to Section 11-701(2)(d) of The Philadelphia Code, and the requirements of Article 10 (*Indemnification*) of this Agreement shall be in addition to, and not in lieu of, Franchisee's obligations, if any, under Section 11-701(2)(d) of The Philadelphia Code.

11. TRANSFER OF FRANCHISE

11.1 *City Approval Required:* Subject to the provisions of this Article 11, the Franchisee shall apply to the City for approval of any “Transfer” of the Franchise, as defined in this Section 11.1. Except as where otherwise provided in this Article 11, no Transfer of the Franchise may occur without the Franchisee first obtaining the consent of the City by ordinance of City Council. “Transfer” means: (i) any transaction in which any change is proposed with respect to ten percent (10%) or more for voting interests or twenty-five percent (25%) or more for non-voting interests of the ownership of the Franchisee; or (ii) any transaction which will result in a change of ownership or control of the Cable System, the Cable System assets, or the Franchise. Application shall be made by submitting FCC Form 394 or such other form as the FCC may prescribe for that purpose. The application shall be made at least one hundred twenty (120) calendar days prior to the contemplated effective date of the transaction. Such application shall contain complete information on the proposed transaction, including details of the legal, financial, technical, and other qualifications of the transferee. At a minimum, the following information must be included in the application:

11.1.1 all information and forms required under federal law;

11.1.2 any shareholder reports or filings with the Securities and Exchange Commission that pertain to the transaction;

11.1.3 a report detailing any changes in ownership of voting or non-voting interests of over five percent (5%);

11.1.4 other information necessary to provide a complete and accurate understanding of the financial position of the Cable System before and after the proposed transaction;

11.1.5 complete information regarding any potential impact of the transaction on Subscriber rates and service; and

11.1.6 any contracts that relate to the proposed transaction as it affects the City and, upon request by the City, all documents and information that are related or referred to therein and which are necessary to understand the proposed transaction; provided, however, that if the requested information is confidential and proprietary, then the Franchisee must provide the following documentation to the City: (i) specific identification of the information or documents; (ii) a statement attesting to the reason(s) Franchisee believes the information or documents are confidential; and (iii) a statement that the documents and information are available at the Franchisee's designated offices in the City of Philadelphia for inspection by the City.

11.2 *Waiver of Transfer Application Requirements:* To the extent consistent with federal law, the City may waive in writing any requirement that information be submitted as part of the transfer application, without thereby waiving any rights the City may have to request such information after the application is filed.

11.3 *Subsequent Approvals:* The City's approval of a transaction described in this Article 11 in one (1) instance shall not render unnecessary approval of any subsequent transaction.

11.4 *Approval Does Not Constitute Waiver:* Approval by the City of a transfer described in this Article 11 shall not constitute a waiver or release of any of the rights of the City under this Agreement, whether arising before or after the date of the transfer.

11.5 *No Consent Required For Transfers Securing Indebtedness:* The Franchisee shall not be required to file an application or obtain the consent or approval of the City for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness. However, the Franchisee will notify the City within ten (10) days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Franchisee's audited financial statements prepared for the Franchisee's bondholders shall constitute such notice.

11.6 *No Consent Required For Any Affiliate Transfers:* The Franchisee shall not be required to pay any fee or file an application or obtain the consent or approval of the City for (i) any transfer of an ownership or other interest in Franchisee, the Cable System, or the Cable System assets to the parent of Franchisee or to another Affiliate of Franchisee; (ii) transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; (iii) any transfer of the Franchise which is the result of a merger of the parent of the Franchisee; or (iv) any transfer of the Franchise which is the result of a merger of another Affiliate of the Franchisee. However, the Franchisee will notify the City within thirty (30) days if at any time a transfer covered by this Section 11.6 occurs.

11.6.1 For transfers described in Section 11.6 that do not involve the transfer of (i) an ownership interest in the Cable System or the assets of the Cable System; or (ii) the transfer of the Franchise itself to another entity, the new controlling entity shall be required to agree with the City in writing, within thirty (30) days after the time of the notice required by Section 11.6, that it will not take any action to impede the Franchisee from satisfying all obligations under this Agreement.

11.6.2 For transfers described in Section 11.6, other than those described in Subsection 11.6.1, Franchisee shall provide at least ninety (90) days prior written notice of any such transfer ("Ninety Day Notice Transfer"), including a brief description of the transaction, the assets or interests to be transferred, and the identity of the transferee. With respect to such Ninety Day Notice Transfers, the transferee shall agree in writing that it will abide by and accept all terms of this Agreement, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous Franchisee under this Agreement for all purposes, including, without limitation, renewal of the Franchise.

11.7 *Assumption Agreement:* Subject to Section 11.6, any proposed transferee of any Transfer of the Franchise shall execute an agreement, in a form approved by the City's Law Department, that it will (i) assume and be bound by all of the provisions, terms and conditions of this Agreement and all applicable federal, state and local laws and regulations, and (ii) be

primarily liable and obligated under such agreements and laws and regulations, without, however, relieving the Franchisee from its obligations to the City under this Agreement which arise on or before the date of transfer and/or would survive under the provisions of Section 15.2 (*Binding Acceptance; Survival*) hereof.

12. RENEWAL OF FRANCHISE

12.1 The City and the Franchisee agree that any proceedings undertaken by the City that relate to the renewal of this Franchise shall be subject to the provisions of Section 626 of the Cable Act, 47 U.S.C. § 546 (“Section 626”). Subject to Section 626, the City reserves the right at the end of the Term of this Agreement to grant, or grant on new terms and conditions, or not grant, renewal of the Franchise without any presumption in favor of a renewal of the Franchise.

12.2 Notwithstanding anything to the contrary in Section 12.1, the City and Franchisee agree as follows:

12.2.1 Subject to Section 626, the Franchisee may apply for renewal of the Franchise at any time before the expiration date of the Franchise; provided, however, that the City shall not be required to entertain any such application(s) except during the three (3) years immediately before the expiration date of the Franchise.

12.2.2 The application for renewal shall be in form and content acceptable to the Commissioner and shall include the applicant's name, business address, business form and proposal, including, without limitation, types of service and operation, technical standards, and proposed System modifications. The reasonable costs for review and evaluation of the Franchisee's application for renewal shall be borne by the Franchisee if all cable providers in the City have the same obligation in any renewal of their franchises.

12.3 *City Council Approval:* Renewal of the Franchise shall be subject to City Council's approval of the renewal by ordinance, and the ordinance becoming law.

12.4 *Informal Negotiations:* At any time during the Term, while affording the public appropriate notice and opportunity to comment as required by applicable law and this Agreement, the City and Franchisee may, each acting in its discretion, agree to undertake and finalize, pursuant to 47 U.S.C. § 546(h), informal negotiations regarding renewal of the Franchise, and if agreement is reached on the terms and conditions of such a renewal, the City may grant such a renewal, consistent with the applicable procedures and requirements of Pennsylvania state law and the City Charter.

12.5 The Franchisee and the City consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Cable Act.

13. DEFAULT AND REMEDIES; TERMINATION OF FRANCHISE

13.1 *Defaults:* Any failure or other noncompliance by the Franchisee in the performance of any obligation of the Franchisee under this Agreement shall be a “Default”. If a Default is not cured, following notice, within the cure periods provided in Subsection 13.2.2 (or

if a specific cure period is expressly provided for the Default elsewhere in this Agreement, within that cure period), then the City may:

13.1.1 make a demand upon the Performance Bond pursuant to the provisions of Section 9.2 (*Performance Bond*) herein; or

13.1.2 require, where applicable, the payment of liquidated damages as provided in Section 13.5 (*Liquidated Damages*); or

13.1.3 seek and/or pursue money damages from the Franchisee as compensation for such Default; or

13.1.4 seek to restrain by injunction the continuation of the Default; or

13.1.5 pursue any other remedy permitted by law, or in equity, or as set forth in this Agreement, provided however the City shall only have the right to terminate this Agreement upon the occurrence of a "Termination Default" as defined below.

13.2 *Notice and Opportunity to Cure Defaults:* If the City determines that Franchisee has committed or permitted a Default, other than a Termination Default, the following procedures will apply except as expressly provided otherwise in this Agreement:

13.2.1 *Preliminary Notice of Noncompliance:* The City will give preliminary notice of the noncompliance to Franchisee's designated Franchise Service Manager (or if Franchisee has not designated a Franchise Service Manager, to Franchisee's representative(s) identified in Section 15.6 (*Notices*), which preliminary notice shall be in writing (including email) (the "Preliminary Notice"). The Franchisee shall respond to such Preliminary Notice within ten (10) business days of Franchisee's receipt of the Preliminary Notice which response may be by email, telephone, or in writing ("Franchisee's Preliminary Response").

13.2.2 *Notice of Default and Cure:* If, after ten (10) business days from Franchisee's Preliminary Response, the City determines that no Default occurred, the City will so notify the Franchisee in writing. If, after ten (10) business days from Franchisee's Preliminary Response, the City determines that a Default has occurred and that the Default has not been cured, the City may issue a written notice of Default to the Franchisee, describing the Default in reasonable detail, including the provisions of this Agreement on which the notice of Default is based (such written notice being referred to herein as the "Notice of Default").

13.2.3 Franchisee will have thirty (30) days from receipt of the Notice of Default to cure the Default or to demonstrate why no such default has occurred. Upon cure of the Default and at Franchisee's written request, the City shall provide written confirmation the cure of the Default has, to the knowledge of the Commissioner (or the Commissioner's designated representative) been affected. If the Default remains uncured after such thirty (30) day period, then the City may exercise any one (1) or more of the remedies provided in Subsections 13.1.1 through 13.1.5.

13.3 *Termination Defaults:* In addition to all other rights and powers retained by the City under this Agreement or otherwise and in addition to the remedies provided in Sections 13.1

(*Defaults*) and 13.2 (*Notice and Opportunity to Cure Defaults*), the City may, in its sole discretion and at its sole option, but subject to Section 13.4 (*Notice and Opportunity to Cure Termination Defaults*), terminate the Franchise, this Agreement and all rights and privileges of the Franchisee hereunder in the event of a “Termination Default,” as defined below, that remains uncured after notice and opportunity to cure as provided in Section 13.4. Franchisee shall have the right to contest any finding of Termination Default consistent with the provisions of Section 15.19 (*Governing Law; Forum and Jurisdiction*) during which time any such remedy shall be stayed pending a final disposition of the litigation. “Termination Default” by the Franchisee means and includes the following:

13.3.1 Franchisee's breach of or attempt to breach any material provision or warranty of this Agreement;

13.3.2 A final determination of a court of competent jurisdiction, following the exhaustion of all opportunities to appeal such determination, that Franchisee has unlawfully practiced any fraud or deceit upon the City or Franchisee's Subscribers;

13.3.3 *Insolvency.* The Franchisee files a voluntary petition for bankruptcy under the Federal Bankruptcy Code or any similar state or federal law; or any petition for bankruptcy pursuant to Chapter 7 of the United States Bankruptcy Code or any applicable state law of comparable effect is filed against the Franchisee and is not dismissed within sixty (60) days; or a receiver, trustee or custodian is appointed to take possession of all or substantially all the assets of the Franchisee for the benefit of creditors, or the Franchisee makes an assignment for the benefit of creditors, or any action is taken or suffered by the Franchisee under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute. Franchisee acknowledges and agrees that all payments to the City required under this Agreement are made in the normal and ordinary course of business between the parties;

13.3.4 In connection with any audit, failure to make available books, records, and other communications as required by this Agreement; otherwise, repeated failure to make available books, records and other communications as required by this Agreement or repeated intentional, negligent or reckless failure to honor a request to make available any such individual book, record or other communication;

13.3.5 Failure to comply with any of the terms and conditions of Article 3 (*Service Deployment; Provision of Cable Service*) of this Agreement;

13.3.6 Failure to maintain bonds and insurance as required by Article 9 (*Insurance; Surety Bonds*) of this Agreement;

13.3.7 Failure to indemnify the City as required by Article 10 (*Indemnification*) of this Agreement;

13.3.8 Failure to pay the Franchise Fees as provided in Section 6.1 (*Payment to the City*) of this Agreement;

13.3.9 Failure to comply with any of the terms and conditions of Section 4.3 (*System Interconnection*) or Subsection 5.5.2. (*PEG Interconnection*);

13.3.10 Failure to comply with any of the terms and conditions of Article 5 (*PEG Services and Support; Technology Fund*);

13.3.11 Any transfer of the Franchise other than in accordance with Article 11 (*Transfer of Franchise*);

13.3.12 Franchisee's intentionally engaging or having engaged in any material misrepresentation in any representation or warranty set forth in this Agreement;

13.3.13 Any persistent and repeated pattern of material Defaults, even if individual material Defaults that constitute such a persistent and repeated pattern are subsequently cured after their occurrence or remediated by recourse to insurance or security provided to the City under Sections 9.1 (*Insurance*) or 9.2 (*Performance Bond*); provided, however, that this provision shall not apply to alleged material Defaults that are subject to good faith disputes; or

13.3.14 Franchisee ceases to provide Cable Service or persistently fails to provide Cable Service in accordance with this Agreement.

13.4 *Notice and Opportunity to Cure Termination Defaults:* If the City determines that Franchisee has committed or permitted a Termination Default, the following procedure will apply:

13.4.1 If the City determines that the Franchisee has committed or permitted a Termination Default, the City will issue its written notice of Termination Default to the Franchisee, describing the Termination Default in reasonable detail, including the provisions of this Agreement on which the notice of Termination Default is based (such written notice being referred to herein as the "Notice of Termination Default").

13.4.2 The Franchisee will have thirty (30) days from receipt of the Notice of Termination Default to cure the Termination Default. Upon cure of the Termination Default and at Franchisee's written request, the City shall provide written confirmation the Termination Default, to the knowledge of the Commissioner (or designated representative) has been affected. If the Termination Default remains uncured after such thirty (30) day period, then the City may (in addition to any other remedy provided in Sections 13.1 (*Defaults*) and 13.2 (*Notice and Opportunity to Cure Defaults*)), in its sole discretion and at its sole option, seek termination of this Agreement and the Franchise as follows:

13.4.2.1 The Commissioner shall schedule a public hearing and cause to be served upon the Franchisee, at least thirty (30) days prior to the date of the hearing, a written notice of the City's intent to terminate this Agreement and the Franchise, stating the time and place of the hearing. Public notice shall be given of the hearing and the issues that the Commissioner will consider; provided, however, that upon the occurrence of any event described in Subsection 13.3.3 (*Insolvency*), the Commissioner need not comply with this Subsection 13.4.2.1. The Commissioner shall hear and consider the issues, shall hear any person interested therein, and shall determine, in the Commissioner's discretion, whether or not a Termination Default by the Franchisee has occurred. The Franchisee shall be afforded fair opportunity for full participation in the hearing, including the right to introduce evidence, to

require the production of evidence, and to question witnesses. A transcript shall be made of the proceeding.

13.4.2.2 If the Commissioner determines the existence of a Termination Default by the Franchisee, the Commissioner shall issue a written decision to that effect, stating reasons for the decision, and may give notice to the Franchisee that, unless there is compliance within such period as the Commissioner may fix, such period not to be less than sixty (60) days (the “Compliance Period”), this Agreement and the Franchise may be terminated and forfeited; provided, however, that no time for compliance need be granted for fraud, misrepresentation, violation of privacy rights referenced in this Agreement, or any event described in Subsection 13.3.3 (*Insolvency*).

13.4.2.3 At the end of the Compliance Period, the Commissioner shall determine whether the Franchisee is then in compliance. If the Commissioner determines that the Franchisee is not in compliance, the Commissioner may report this finding to the City Council together with the Commissioner's recommendation that this Agreement and the Franchise be terminated. The City Council shall accept or reject such recommendation by ordinance. If the City Council accepts the Commissioner's recommendation that this Agreement and the Franchise be terminated by ordinance, this Agreement and the Franchise shall terminate thirty (30) days after the ordinance becomes law or on the date provided in the ordinance, whichever is later, as if such date were the date provided in this Agreement for the scheduled expiration of this Agreement and the Franchise granted herein. Franchisee shall have the right to challenge any termination by the Commissioner or City Council in a court of competent jurisdiction in Philadelphia County.

13.4.3 The City may, in its sole discretion, take any lawful action that it deems appropriate to enforce the City's rights under the Franchise in lieu of termination of the Franchise.

13.5 *Liquidated Damages*: The City may impose the following liquidated damages for the specified violations of this Agreement set forth in this Section 13.5. Because such violations will result in injury to the City, and because it is and will be impracticable to ascertain the actual amount of such damage in the event of delay or nonperformance, the City and the Franchisee agree that the liquidated damages in the amounts set forth below are fair and reasonable compensation for such injuries:

13.5.1 For failure to comply with the requirements set forth in Article 8 (*Reports and Records*) of this Agreement: One Thousand Dollars (\$1,000) per day for each day the violation continues;

13.5.2 For failure to provide PEG Channels and Support pursuant to Section 5.1, 5.4 (*PEG Channel Assignments*), and 5.5 (*PEG Channel Quality*) of this Agreement: One Thousand Dollars (\$1,000) per day for each day the violation continues;

13.5.3 For failure to furnish or maintain the Performance Bond as required by Section 9.2 (*Performance Bond*) of this Agreement: One Thousand Dollars (\$1,000) per day for each day the violation continues;

13.5.4 For failure to adhere to the technical performance standards set forth in Article 4 (*System Facilities*) of this Agreement (including but not limited to the standards set forth in Subsections 4.1.6, 4.1.7, 4.1.9, 4.1.11, and Section 4.2 (*System Tests and Inspections*)): Two Hundred Fifty Dollars (\$250) per day for each day such failure continues;

13.5.5 For a Transfer without required City approval as required in Article 11 (*Transfer of Franchise*) of this Agreement: One Thousand Dollars (\$1,000) per day for each day such failure continues;

13.5.6 For failure to comply with any of the provisions (under Article 14 (*Specific Laws*)) of Sections 14.1 (*Non Discrimination; Fair Practices*), 14.2 (*The Philadelphia Code, Chapter 17-400*), 14.3 (*Federal Laws*), or 14.5 (*Americans with Disabilities Act*), the Franchisee shall pay to the City Two Hundred Fifty Dollars (\$250) per day for each day, or part thereof, that the breach occurs or continues; and

13.5.7 For failure to comply with any of the provisions set forth in Section 5.10 (*Institutional Network Services*), Subsections 5.10.1 through 5.10.6 thereof, and/or Appendix B (*Institutional Network Services*): One Thousand Dollars (\$1,000) per day for each day the violation continues; and

13.5.8 The amount of all liquidated damages shall not exceed Five Hundred Thousand Dollars (\$500,000) in the aggregate in any calendar year during the Term of this Agreement.

13.6 Each breach of each provision of this Agreement shall be considered a separate violation for which separate damages or liquidated damages may be imposed, however any single act or omission may not be counted as a breach of more than one (1) provision of this Agreement for purposes of computing liquidated damages. Any remedy exercised by the City pursuant to this Article 13 shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

13.7 Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within the time allotted shall be deemed to be a substantial breach of this Agreement, except as otherwise provided in this Article 13.

13.8 Except as may be expressly provided otherwise in this Article 13, the City's rights under this Article 13 are in addition to all of the other rights and remedies the City may have under this Agreement, in law, or in equity, and are not intended to be exclusive rights or remedies.

14. SPECIFIC LAWS

14.1 *Non-Discrimination; Fair Practices*: In performing this Agreement, Franchisee must comply with the terms of the Philadelphia Home Rule Charter, the Fair Practices Ordinance (Chapter 9-1100 of The Philadelphia Code) and Mayor's Executive Order No. 04-86 (Prohibiting Discrimination on the Basis of AIDS in Employment and Services), as they may be amended

from time to time. In addition, to the extent those provisions do not explicitly prohibit or cover certain types of discriminatory conduct, in performing this Agreement, Franchisee has a broader obligation under this Agreement. In connection with providing any service or fulfilling any duty under this Agreement, Franchisee shall not discriminate or permit discrimination against any individual on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information, domestic or sexual violence victim status, or Acquired Immune Deficiency Syndrome (“AIDS”) status. In the event of any breach of this Section 14.1, the City may, in addition to any other rights or remedies available under this Agreement, at law or in equity, suspend or terminate this Agreement forthwith.

14.2 *The Philadelphia Code, Chapter 17-400*: In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Franchisee agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a breach of this Agreement entitling the City to all rights and remedies expressly provided in this Agreement or otherwise available at law or in equity.

14.2.1 Franchisee agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner that the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute, without limiting the applicability of Article 13 (*Default and Remedies; Termination of Franchise*) a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available at law or in equity.

14.3 *Federal Laws*: Franchisee shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

14.4 *Executive Order 01-21: Minority, Woman and Disabled Business Enterprise Participation*: In accordance Executive Order 01-21 (the “Antidiscrimination Policy”), the City, acting through its Office of Economic Opportunity (“OEO”), has established an antidiscrimination policy that relates to the solicitation and participation of Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”), and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City’s procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy the City from time to time, will establish participation ranges for City

contracts and City Related Special Projects. Franchisee agrees to comply with the requirements of the Antidiscrimination Policy by exercising its Best and Good Faith Efforts as solely defined in Executive Order 01-21 to include M/W/DSBEs in its contract, and where participation ranges are established by OEO, Franchisee agrees, without limitation, to submit documentation responsive to each of the participation ranges established for this Agreement.

14.5 *Americans With Disabilities Act:* As a condition of accepting and executing this Agreement, Franchisee shall comply with all provisions of the Americans With Disabilities Act (the “Act” or the “ADA”), 42 U.S.C. §§ 12101 – 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Franchisee, (b) to the benefits, services, activities, facilities and programs provided in connection with this Agreement, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under this Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Franchisee shall comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through agreements with outside contractors.

14.6 *The Philadelphia Code, Section 17-104: Northern Ireland:*

14.6.1 In accordance with Section 17-104 of The Philadelphia Code, Franchisee by execution of this Agreement certifies and represents that (1) Franchisee (including any parent company, subsidiary, exclusive distributor or company affiliated with Franchisee) does not have, and will not have at any time during the Term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Franchisee has implemented the fair employment principles embodied in the MacBride Principles.

14.6.2 In the performance of this Agreement, Franchisee agrees that it will not use any suppliers, subcontractors or sub-consultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

14.6.3 Franchisee agrees to cooperate with the City's Director of Finance in any manner that the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Franchisee expressly understands and agrees that any false certification or representation in connection with this Section 14.6 and/or any failure to comply with the provisions of this Section 14.6 shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of

The Philadelphia Code) or in equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S. § 4904.

14.7 *Prevailing Wage:*

All Employees of the Franchisee who are performing City-Work under a Contract shall be paid Prevailing Wages, as these terms are defined in Section 17-107(1) of The Philadelphia Code, as amended, or under any provisions of any subsequently enacted wage law for City-Work Contracts Franchisee is awarded. The Franchisee shall require all of its contractors and subcontractors to pay Employees performing City-Work at least Prevailing Wages for City-Work projects Franchisee is awarded. For such City-Work Contracts, Franchisee and all of its contractors and subcontractors will comply with all such Prevailing Wage provisions and shall file with the Labor Standards Unit of the City's Managing Director's Office, a certified statement setting forth by occupational classifications the wages and other benefits paid or provided and hours worked for each Employee performing City-Work under the Contract. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, and that the wages set forth therein are not less than Prevailing Wages as defined in Section (1) of Chapter 17-107 of The Philadelphia Code. For such City-Work projects, Franchisee and all of its contractors and subcontractors shall keep an accurate record showing by occupational classification the wages and other benefits paid or provided and number of hours worked, and such record shall be preserved for two (2) years from the date of payment by the City for the City-Work Contract. To facilitate a review of such records for a City-Work Contract, the Franchisee and its contractors and subcontractors shall make their employment and accounting records related to the Employees performing City-Work available for inspection by City employees of the Labor Standards Unit of the City's Managing Director's Office, at reasonable hours, and shall permit such representatives to interview Employees performing City-Work during working hours on the job. Fiber optic cable installation and any other necessary work performed by Franchisee or its contractors pursuant to the Institutional Network Services agreement referenced in Section 5.10 and Appendix B (*Institutional Network Services*) shall be considered City-Work for purposes of this Section 14.7.

14.8 *Business, Corporate and Slavery Era Insurance Disclosure:*

14.8.1 In accordance with Section 17-104(2) of The Philadelphia Code, Franchisee, immediately after execution of this Agreement, will complete an affidavit certifying and representing that Franchisee (including any parent company, subsidiary, exclusive distributor or company affiliated with Franchisee) has searched any and all records of Franchisee or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

14.8.2 Franchisee expressly understands and agrees that any false certification or representation in connection with this Section 14.8 and/or any failure to comply with the provisions of this Section 14.8 shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at

law, including, but not limited to, Section 17-104 of The Philadelphia Code, or in equity and this Agreement will be deemed voidable.

14.9 *The Philadelphia Code, Chapter 17-1300; Philadelphia 21st Century Minimum Wage And Benefits Standard:*

If Franchisee or any Subcontractor at any tier is an Employer subject to the requirements of Chapter 17-1300 of The Philadelphia Code, as that term is defined in Section 17-1302 and described in Section 17-1303 of The Philadelphia Code, then, absent a waiver, during the initial term and any additional term, in addition to any applicable state and federal requirements, Franchisee shall provide and cause any subcontractors at any tier that are also Employers to provide their respective covered Employees, as that term is defined in Section 17-1302 of The Philadelphia Code, with at least the minimum wage standard and minimum benefits standard and notice thereof, as required under applicable law. A summary of the current requirement is as follows:

14.9.1 *Term of Contract and Effective Date of Minimum Wage Rates:*

14.9.1.1 For contracts with a term of one (1) year or less, the rate applicable on the effective date of the contract is the rate for the entire term of the contract.

14.9.1.2 For renewals and amendments with a term of one (1) year or less, the rate applicable on the effective date of the renewal or amendment is the rate for work performed during the term of the renewal or amendment and remains the rate throughout the term of the renewal or amendment.

14.9.1.3 For contracts, renewals and amendments with a term longer than one (1) year, the applicable rate on the effective date of the contract shall apply until the next June 30. On the next July 1, the new rate effective on that July 1 date shall apply during the period from July 1 through the following June 30. Each July 1, the rate may increase.

14.9.2 *Minimum Wage Rates:*

14.9.2.1 Absent a waiver, an Employer subject to Chapter 17-1300 shall pay each Employee an hourly wage, excluding benefits, equal to: effective date starting July 1, 2023, and thereafter, \$15.00 multiplied by the CPI Multiplier, provided that the minimum wage shall not be less than the previous year's minimum wage. The CPI Multiplier is calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers ("CPI-U") of each calendar year. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website.

14.9.3 Minimum Benefits:

14.9.3.1 Absent a waiver, if the Employer is subject to Chapter 17-1300, to the extent the Employer provides health benefits to any of its employees, the Employer shall provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer. The Employer shall also provide to each covered Employee at least the minimum number of earned sick leave days required by Section 17-1305(2) of The Philadelphia Code.

14.9.3.2 Absent a waiver, if Franchisee is subject to Chapter 17-1300, Franchisee shall promptly provide to the City all documents and information as the City may require verifying its compliance and that of all covered Employers providing Services under the Contract with the requirements of Chapter 17-1300. Each covered Employer shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.

14.9.3.3 Absent a waiver, if Franchisee is subject to Chapter 17-1300, Franchisee shall take such steps as are necessary to notify its covered Subcontractors of the requirements of this Section 14.9 and to cause such covered Subcontractors to notify lower-tier covered subcontractors of these requirements, including, without limitation, by incorporating this Section 14.9 with appropriate adjustments for the identity of the parties, in its Subcontracts with such covered Subcontractors.

14.9.3.4 A franchisee or Subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and a hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Agreement.

14.9.3.5 Without limiting the applicability of Article 13 (*Default and Remedies; Termination of Franchise*) above, the failure of a Franchisee or Subcontractor at any tier subject to Chapter 17-1300 to comply with these provisions shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

14.9.3.6 Franchisee's covered Employees shall be deemed third-party beneficiaries of Franchisee's representation, warranty, and covenant to the City under this Section 14.9 only, and the covered Employees of a Subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a Subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty, and covenant to Franchisee or such Subcontractors at any tier, as the case may be, under this Section 14.9.

14.9.3.7 The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of The Philadelphia Code.

14.10 *Terms and Conditions Related to Protected Health Information:*

14.10.1 The City is a “hybrid entity” as defined in 45 C.F.R. § 164.103 and has designated certain portions of the City as “Covered Units” that perform covered functions and are subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). The Covered Units are listed on the City’s website at <https://www.phila.gov/privacypolicy/>. The City may, at any time, modify its list of Covered Units without providing notice outside of the website. Other parts of the City may also be subject to HIPAA to the extent they provide services to a Covered Unit or another covered entity involving the creation, receipt, maintenance, or transmission of protected health information.

14.10.2 To meet its obligations under HIPAA, the City requires its business associates to agree to the Terms and Conditions Relating to Protected Health Information (“City PHI Terms”) posted on the City’s website (<https://www.phila.gov/privacypolicy/>). The City PHI Terms are hereby incorporated in this Section 14.10 as if fully set forth herein.

14.10.3 Franchisee is subject to, and shall comply with, the City PHI Terms if: (i) the Agreement contains language affirming that Franchisee is subject to the City PHI Terms or that Franchisee is the City’s business associate; or (ii) Franchisee, directly or through an agent or Subcontractor, performs functions or provides services that make it the City’s “business associate” as defined in 45 C.F.R. § 160.103 (regardless of whether the Agreement expressly affirms such relationship).

15. MISCELLANEOUS PROVISIONS

15.1 *Actions of Parties:* In any action by the City or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed, or conditioned.

15.2 *Binding Acceptance; Survival:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns. The terms and conditions set forth in Section 5.10 and Appendix B (*Institutional Network Services*) of this Agreement shall survive the expiration or other termination of this Agreement for the longer of (i) five (5) years or (ii) a period equal to the term, including any renewal term and any extensions by amendment, of this Agreement titled Institutional Network Agreement for Dark Fiber and Broadband Access Services in Appendix B (*Institutional Network Services*), or (iii) the term of the Dark Fiber Service Attachment or the Service Attachment for Broadband Access Services that may be separately renewed or extended by amendment.

15.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, expressly

required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

15.4 *Force Majeure*: Neither the City nor the Franchisee shall be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default was caused by a Force Majeure; provided, however, as follows:

- (1) the party shall perform all obligations not precluded by Force Majeure;
- (2) the party shall perform all obligation(s) affected by Force Majeure to the maximum extent it is able to do so;
- (3) the party shall take reasonable steps to minimize and mitigate the effects of Force Majeure on its performance;
- (4) the party shall resume full performance of Franchise obligations it contends were excused by a Force Majeure immediately after the Force Majeure ceases to be in effect;
- (5) within a reasonable period of time after the end of the Force Majeure event(s), the Franchisee shall remediate any adverse effects on the ability of the Franchisee to provide Cable Service to Subscribers in accordance with this Agreement or to Subscriber premises, and/or to Franchisee's Cable System that resulted from its not performing obligations excused by the Force Majeure event, and shall ensure that it is in compliance with all terms of the Franchise; and
- (6) failure of either party to restore excused noncompliance with this Agreement within a reasonable period of time after the end of the Force Majeure event shall constitute a default under Article 13 (*Default and Remedies; Termination of Franchise*) of this Agreement.

15.4.1 In the case of Force Majeure events that are epidemics, pandemics, natural disasters and/or states of emergency designated as such by federal, state or local government, the Force Majeure shall cease to be in effect when, but only when, the designating government cancels or otherwise withdraws the designation.

15.4.2 The party whose performance is precluded by Force Majeure shall notify the other party in writing. Such notice shall be provided within fourteen (14) calendar days after the date on which the party becomes aware of the occurrence or commencement of the Force Majeure, and shall describe in reasonable detail the alleged Force Majeure, how the Force Majeure affects the party's obligations under the Franchise; the reason(s) it believes performance is precluded; and the actions the party will take to mitigate the impact of the Force Majeure. In the case of a Force Majeure that continues for more than thirty (30) calendar days, the party claiming a Force Majeure shall update the information required in the foregoing notice and in Subsection 15.4.3 as reasonably required by the other party. Any written notice required by this Subsection 15.4.2 is subject to the confidentiality requirements of Section 8.1 (*Open Books and Records*) of the Franchise.

15.4.3 As reasonably requested by the other party, a party noticing a Force Majeure pursuant to this Section 15.4 shall meet with the other party to review the impact of the claimed Force Majeure on the party's performance of its obligations under this Agreement. The party shall promptly provide such documentation and information as the other party may reasonably require pursuant to such review. All of the foregoing documentation and information is subject to the confidentiality requirements in Section 8.1 (*Open Books and Records*) of the Franchise.

15.5 *Competitive Equity*: The City reserves the right to grant franchises (or permit, order, contract or agreement), as "franchise" is defined in the Cable Act (which definition shall apply throughout this Section 15.5), to competitors of Franchisee to provide Cable Service over Cable Systems located in the Rights-of-Way. If, and only if, the City grants such an additional franchise, permit, order, contract or agreement to use the Public Right-of-Way to provide Cable Service after the Effective Date of this Franchise Agreement on terms materially more favorable with respect to the Material Obligations of Franchisee under this Agreement, as defined in Subsection 15.5.1 below, then the provisions of this Section 15.5 will apply, provided, that "Cable Service" as used in this Section 15.5 shall have the meaning provided in Title VI of the Communications Act as of the Effective Date and as may be amended thereafter.

15.5.1 As part of this Agreement, the City and Franchisee have mutually agreed that Franchisee's obligations set forth in the following terms of this Franchise Agreement, and only those obligations, shall constitute the Material Obligations of Franchisee for the purposes of this Section 15.5 only: Franchise Fees and the definition of Gross Revenue, PEG funding, Technology Fund, PEG Access Channels provided pursuant to this Agreement, Institutional Network obligations, records and reporting requirements, liquidated damages, Force Majeure, Performance Bond, and customer service obligations (hereinafter referred to for the purposes of this Section 15.5 only as "Material Obligations"). The City and Franchisee further agree that the provisions of this Section 15.5 shall not require that a competitor be granted identical franchise terms so long as the terms are proportionately comparable when taken as a whole.

15.5.2 Within one (1) year of the adoption of a competitor's franchise or similar authorization, renewal, or extension or amendment of such, Franchisee must notify the City in writing of the Material Obligations in this Agreement that it contends exceed the Material Obligations of the competitor's franchise or similar authorization, extension or amendment, or Franchisee's rights and the City's obligations provided in this Section 15.5 shall be waived. The City shall have one hundred twenty (120) days to agree to allow Franchisee to adopt the same Material Obligations provided to the competitor, or dispute that the Material Obligations are different. In the event the City disagrees that the Material Obligations are different, Franchisee may bring an action in federal court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity.

15.5.3 Nothing in this Section 15.5 is intended to alter the rights or obligations of either party under applicable federal or state law, and this Section 15.5 shall only apply to the extent permitted under applicable law and FCC orders. In no event will the City be required to refund or to offset against future amounts due to Franchisee the value of benefits already received.

15.5.4 This Section 15.5 does not apply if the City cannot comply without violating applicable laws or regulations or is required by a specific court order, state or federal agency, or order of the FCC to issue a franchise on different terms and conditions. The terms of this Section 15.5 apply only if the competitor actually commences provision of service in the Franchise Area to its first customer. If the competitor does not continuously provide service for a period of six (6) months, the City has the right to implement this Franchise with its original terms upon sixty (60) days' notice to Franchisee provided, that under such circumstance, all terms of the unmodified franchise shall apply throughout such six (6) month period and such sixty (60) day notice period.

15.5.5 This Section 15.5 does not apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that are awarded franchises or other similar authorizations to serve less than fifteen percent (15%) of the households in the total geographic area of the City or to serve less than fifty percent (50%) of all households in at least one (1) of Franchise Areas I, II, III, or IV; or to systems that only provide video services via the public internet.

15.6 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be sent to the addressees below by (1) pre-paid overnight delivery service, *e.g.* UPS, Federal Express, DHL, US Postal Service Priority Overnight, and (2) a courtesy email with acknowledged receipt by the recipient; however, such email shall not be deemed a substitute for official or formal notice as required by this Section 15.6. Each party may change its designee by providing written notice to the other party.

15.6.1 Notices to the Franchisee shall be mailed to:

President
Verizon Pennsylvania LLC
479 North 3rd Street
Philadelphia, PA 19123-4109

with a copy to:
Vice President and Deputy General Counsel
Verizon
1300 I Street, NW, Suite 500 East
Washington, DC 20005

Notices to the City shall be mailed to:

Chief Innovation Officer
1234 Market Street Suite 1850
Philadelphia PA 19107

with a copy to:
City Solicitor
City of Philadelphia Law Department
1515 Arch Street, 17th Floor

Philadelphia, PA 19102

15.7 *Entire Agreement*: This Franchise and the Appendices hereto constitute the entire agreement between the Franchisee and the City and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof.

15.8 *Amendments*: Amendments to this Franchise shall be mutually agreed to in writing by the parties.

15.9 *No Third-Party Beneficiaries*: Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

15.10 *Captions*: The captions and headings of Articles, Sections, and Subsections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

15.11 *Severability*: If any Section, Subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, Subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the Term of the Franchise.

15.12 *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

15.13 *Modification*: This Franchise shall not be modified except by written instrument executed by both parties.

15.14 *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the City or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

15.15 *Public Notice of Meetings Relating to Franchise*: Notice to the public of public meetings relating to the Franchise shall be as determined by the Commissioner, consistent with applicable law. Commencing on the seventh (7th) day prior to a public meeting, if requested by the Commissioner in writing, the Franchisee shall notify its Subscribers of the meeting by

announcement on the half hour on at least one (1) channel on the lowest service tier of the Cable System between the hours of 7:00 p.m. and 9:00 p.m., for five (5) consecutive days.

15.16 *Representations and Warranties:* In addition to the representations and warranties of the Franchisee to the City set forth elsewhere herein, the Franchisee represents and warrants to the City that:

15.16.1 *Organization, Standing and Power:* The Franchisee is a corporation duly organized and validly existing under the laws of the State of Delaware and is duly authorized to do business in the Commonwealth of Pennsylvania and in the City. The Franchisee has all requisite power and authority to execute, deliver and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby. Certified copies of the Franchisee's constituent documents, as amended to date, will be provided to the Commissioner upon request.

15.16.2 *Authorization:* The execution, delivery and performance of this Agreement and all other agreements entered into in connection with the transactions contemplated hereby have been duly, legally and validly authorized by all necessary action on the part of the Franchisee. This Agreement and all other agreements entered into in connection with the transaction contemplated hereby have been duly executed and delivered by the Franchisee and constitute (or upon execution and delivery will constitute) the valid and binding obligations of the Franchisee.

15.16.3 *Compliance with Law:* The Franchisee is in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the provision of the services contemplated herein and has obtained or will obtain prior to the provision of service to the public all government licenses, permits, and authorizations necessary for the provision of the service.

15.16.4 *Compliance with City Contracts:* The Franchisee has not received notice from the City of any default or noncompliance with any existing written contract or other written agreement with the City, unless such default or noncompliance has subsequently been cured or otherwise resolved to the City's satisfaction or such notice has been withdrawn by the City or otherwise determined by the City or a court of competent jurisdiction to have been issued in error.

15.17 *No Indebtedness to the City:* Franchisee and any and all entities controlling Franchisee, under common control with Franchisee or controlled by Franchisee are not currently indebted to the City, and will not at any time during the Term of this Agreement (including any additional term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Franchisee shall remain current during the Term of this Agreement under all such agreements and payment plans, and shall inform the responsible official in writing of Franchisee's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Franchisee

acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Franchisee under this Agreement or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Agreement for default (in which case Franchisee shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, Franchisee understands that false certification, representation or warranty by it is subject to prosecution under 18 Pa.C.S. § 4904.

15.18 *Remedies:* Except as expressly provided otherwise in this Agreement, the rights and remedies reserved to the City by this Agreement are cumulative and concurrent and shall be in addition to and not in derogation of any other rights or remedies which the City may have with respect to the subject matter of this Agreement. Any termination or expiration of this Agreement, and any renewal hereof, shall be subject to any and all liabilities, actual or contingent, which have arisen during the Term of this Agreement or any renewal hereof.

15.19 *Governing Law; Forum and Jurisdiction:*

15.19.1 This Agreement, the Franchise, and all disputes arising thereunder shall be governed by and construed in accordance with the laws of the United States of America and the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15.19.2 Except where jurisdiction lies with the FCC, Franchisee and the City agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, the Franchise, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Commonwealth Court of Pennsylvania or the Court of Common Pleas of Philadelphia County. Except as otherwise provided in this Agreement, it is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in one (1) of the foregoing forums and in no other court, administrative agency, board or commission, whether state or federal. The parties further agree not to raise any objection to the choice of forum in connection with any lawsuit, action, claim, or legal proceeding that is brought in any of these three (3) forums and the parties expressly consent to the jurisdiction and venue of these forums.

15.20 *Independent Review; Agreement:* The City and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

15.21 *Counterparts:* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement

or any counterpart hereof to produce or account for any of the other counterparts. Further, this Franchise may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Franchise.

15.22 *Order of Precedence.* In the event of a conflict or inconsistency between the terms set forth in the body of this Agreement, Articles 1-15, and any term, condition or provision contained in any Appendix hereto, or any attachment to such Appendix, the body of this Agreement, Articles 1-15, shall govern.

[SIGNATURE PAGES FOLLOW]

AGREED TO THIS _____ day of _____, 2024.

CITY OF PHILADELPHIA

By: _____

Name:

Title:

APPROVED AS TO FORM:

City Solicitor

By: _____

Name:

Title:

[SIGNATURES CONTINUE ON NEXT PAGE]

VERIZON PENNSYLVANIA LLC

By: _____
President, Verizon Pennsylvania LLC

APPROVED AS TO FORM:

By: _____
Name:

Title:

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APPENDIX A
FRANCHISE AREA



APPENDIX B
INSTITUTIONAL NETWORK SERVICES

**CITY OF PHILADELPHIA
VERIZON**

**INSTITUTIONAL NETWORK AGREEMENT
FOR DARK FIBER AND BROADBAND ACCESS SERVICES
GENERAL TERMS**

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1. INSTITUTIONAL NETWORK AGREEMENT AND SERVICE ORDERING OPTIONS

- 1.1 **Institutional Network Services.** As provided in the Cable Act's provisions governing institutional networks, Verizon shall furnish to the City (i) Institutional Broadband Access Services ("INET Broadband Access Services") and (ii) Institutional Network Dark Fiber Services ("INET Dark Fiber") in accordance with and pursuant to the terms set forth in these General Terms, Service Attachment for Dark Fiber and/or Service Attachment for Broadband Access Services (collectively, "Institutional Network Services Agreement" or "INET Agreement") which are hereby incorporated in the Cable Franchise Renewal Agreement ("Franchise") between Verizon and the City and are binding on the Parties. These General Terms are included in and made a part of the INET Agreement. The Parties acknowledge and agree that Verizon's provision of INET Broadband Access Services and INET Dark Fiber as set forth in this Section 1.1 and in the INET Agreement constitutes a material condition of the City's renewal of the Franchise. For the purposes of this Section 1.1, the term "institutional network" has the meaning provided in 47 U.S.C. § 531. All applicable remedies for enforcement of the Franchise pursuant to Article 13 (Defaults and Remedies: Termination of Franchise) of the Franchise Agreement shall apply to the INET Agreement.
- 1.2 **INET Broadband Access Services:** Verizon shall make INET Broadband Access Services available to one hundred eighty-three (183) City of Philadelphia Recreation Centers ("Recreation Centers") no later than twenty-four (24) months from the Effective Date. The City shall purchase INET Broadband Access Services for all one hundred eighty-three (183) Sites within twenty-four (24) months of the Effective Date, subject to availability of the service at all one hundred eighty-three (183) sites. One hundred (100) Recreation Center sites shall be available to Franchisee for provision of INET Broadband Access Services within twelve (12) months from the Effective Date. The remaining eighty-three (83) INET Recreation Center sites shall be available to Verizon for provision of INET Broadband Access Services within twenty-four (24) months from the Effective Date. Verizon shall provide to the City for its approval a priority list specifying the priority in which Recreation Centers will be provisioned, which list shall be provided no later than fourteen (14) days from the Effective Date. The City's approval shall not be unreasonably withheld.
- 1.3 **Additional INET Broadband Access Services Locations:** Commencing on the eighteenth (18th) month of the Franchise Agreement, unless otherwise agreed by the Parties, the City may request INET Broadband Access Services to additional City locations under the terms and conditions in this INET Agreement.
- 1.4 **INET Dark Fiber:** Verizon shall provide INET Dark Fiber ("INET Dark Fiber") to Recreation Centers for which it provisions INET Broadband Access Services, pursuant to the terms set forth in this Section 1.1. Within one hundred twenty (120) days from the Effective Date, Verizon will commence making INET Dark Fiber available to Recreation Centers in accordance with the terms and conditions of this INET Agreement. Verizon shall make INET Dark Fiber available for all one hundred eighty-three (183) sites within twenty-four (24) months of the Effective Date, subject to its availability at all one hundred eighty-three (183) sites. The City shall purchase INET Dark Fiber for all one hundred eighty-three (183) Sites within twenty-four (24) months of the Effective Date, subject to availability of the service at all one hundred eighty-three (183) sites. Verizon after consultation with the City shall provide the City with a priority Recreation Center INET Dark Fiber availability list specifying the priority in which Recreation Centers will be provisioned with INET Dark Fiber, no later than thirty (30) days from the Effective Date.

- 1.5 **Additional Dark Fiber Locations:** Commencing on the twenty-fifth (25th) month of the Franchise Agreement, unless otherwise agreed by the Parties the City may request INET Dark Fiber to additional City building locations under the terms and conditions of this INET Agreement.
- 1.6 **Effect of Delay on Timeframes:** There will be no breach of contract or remedies to the City if Verizon is unable to make the timeframes set forth in Section 1.2 and 1.4 above due to delays caused solely by i) permits not being issued timely after Verizon compliance with all Streets Department conditions ii) Customer obligations expressly set forth in this INET Agreement not being timely met and iii) situations outside Verizon's control and excused by Force Majeure pursuant to Section 13.11.
- 1.7 **Verizon Affiliates.** The Dark Fiber Services will be provided by Verizon Pennsylvania LLC. The Broadband Access Services will be provided by MCI Communication Services LLC d/b/a Verizon Business Services.
- 1.8 **Orders.** Customer may place Orders for Service via Verizon's standard process for such Service. Such orders shall be governed by these General Terms and by the applicable Service Attachments governing the specific Service.
- 1.9 **No Sign SOF (NSS) Process.** When using the NSS Process, Verizon will send the NSS to Customer via email to an address provided by Customer. The NSS has the same effect as a signed Order. Customer has five days from receipt of the NSS to notify Verizon of any errors. Customer will provide notice to Verizon if it does not wish to use the NSS Process

2. CHARGES, PAYMENT, TAXES, AND PURCHASE COMMITMENTS

- 2.1 **Charges.** Customer shall pay the Charges applicable to the specific Service. For Dark Fiber, the Charges are specified in the Dark Fiber Service Attachment. For Broadband Access Services, the Charges are specified in the Pricing attachment.
- 2.2 **Activation.** Activation has the meaning provided in the Service Attachment for Dark Fiber and Service Attachment for Broadband Access Services.
- 2.3 **Activation Delays.** If the Activation Date is delayed because Customer: (a) has not done all that is necessary on its part to activate the Services (whether the Services are ready for use or not), Verizon may provide notice of a rescheduled Activation Date to Customer. ; or (b) Customer requests a delay; then in either case Customer shall be liable for any actual third-party costs incurred by Verizon relating to the affected Services at a Customer Site during the period of delay provided that Verizon documents to the City's reasonable satisfaction the actual third-party cost incurred.
- 2.4 **Payment.** Customer shall pay Verizon invoices within 60 days of the relevant invoice date in accordance with the remittance instructions on the invoice.
- 2.5 **Source of Funding.** As of the Effective Date, Customer represents that no part of the consideration paid by the Customer to Verizon for the INET includes federal, state or other grant funds; however, Customer also represents, and Verizon acknowledges, that Customer intends to pursue any grant funds available to Customer that may be used to pay all or part of the consideration to Verizon for the INET. In the event Customer applies for and receives grant funds and chooses to utilize such funds to pay all or part of the

consideration for the INET, Customer will provide Verizon notice as soon as practicable. The notice shall identify the source of funding, the anticipated timing of the use of the funds, the obligations of the Parties set forth in the applicable grant agreement, and any other information reasonably required to determine potential compliance obligations. Prior to the use of grant funds for the payment of services covered under this Agreement, the Parties will negotiate in good faith and memorialize in writing a plan for compliance in a mutual effort to minimize the compliance obligations of Verizon. The Parties agree that negotiations related to the use of funds and minimizing Verizon's compliance obligations shall be completed within ninety (90) days. Notwithstanding Verizon's obligations to comply with applicable laws under this Agreement, Verizon is not responsible for Customer's compliance for use of grant funds until agreed upon in writing. In the event the Parties cannot reach agreement on a written plan for compliance, the Parties agree to terminate the services and negotiate a mutually agreeable resolution related to the Parties' obligations related to the termination of services. The Parties agree that good faith negotiations for the termination due to use of grant funds shall be completed within an additional ninety (90) days. Notwithstanding the foregoing, Customer shall not be obligated to pay for any affected services after the date which the Parties determine they cannot reach an agreement on a written plan for compliance. Verizon shall provide reasonable cooperation with Customer's request for access to information or documentation required to be included by Customer in Customer's compliance reporting obligations under applicable federal or state law.

2.6 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount by the Due Date, the Disputed Amount may be withheld, in Customer's discretion. If a Disputed Amount is found to be not owed then Verizon will issue a credit. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid Charges. If a Disputed Amount is found to be owed, any withheld amount must be paid within ten business days after notification by Verizon to Customer of that determination. If Customer does not give Verizon notice of a Disputed Amount with respect to Charges or the application of Taxes within six months after the Due Date, the invoice will be deemed to be correct and binding on Customer.

2.7 **Past Due Amounts.** Amounts not paid on or before the Due Date are past due and will accrue interest in accordance with the City's Prompt Payment Code (17-1702). Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the Agreement with respect to any past due amount other than Disputed Amounts.

2.8 **Taxes.** All Charges are exclusive of Taxes. Customer is a municipal government entity and Verizon will exempt Customer from Taxes in accordance with law and regulation, after receiving a valid tax exemption certificate. Customer is not required by law or regulation to make any deduction or withholding from any payment. In addition, Verizon may adjust or introduce governmental charges such as Universal Service Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Nothing contained herein shall be construed to limit or waive the City's right to challenge the recovery of any such governmental or quasi-governmental charges, provided the basis for any such challenge shall either be (1) that Verizon is not required or permitted to invoice such governmental or quasi-governmental charges or (2) that such governmental or quasi-governmental charges are not in support of statutory or regulatory programs.

2.9 **Purchase Commitments.**

2.9.1 **Service Commitment Period.** For all Services, no Service Commitment applies unless it is

stated in the Agreement. For all Services, any Service Commitment stated in an Order will take precedence over conflicting information elsewhere in the Agreement.

- 2.9.2 **Service Commitment Expiration.** Upon expiration of a Service Commitment (as applicable), the associated Service automatically continues until either Party terminates it under the terms of the Agreement.

3. TERM AND CONSEQUENCES OF TERMINATION

- 3.1 **Initial Term.** The term of this Agreement is for sixty (60) months. The terms of the Agreement will continue to apply during any service-specific commitments identified in the Service Attachments that extend beyond the sixty (60) month term and shall survive the expiration, cancellation, or termination of this Agreement and/or the Franchise Agreement for such period. "Agreement" or "INET Agreement" refers to, collectively, this INET Agreement (including General Terms), Service Attachment for Dark Fiber attached hereto, Service Attachment for Broadband Access Services attached hereto (including Pricing attachment) and all Orders entered into pursuant thereto.

- 3.1.1 **Renewal.** At the expiration of the Initial Term set forth in Section 3.1 above, the Dark Fiber Services under this Agreement shall renew for an additional sixty (60) month term at the City's sole option ("Dark Fiber Renewal Term") subject to a price increase up to 15% of the rates in effect at the end of the Initial Term. At the expiration of the Initial Term, Broadband Access Services shall renew for an additional sixty (60) month term subject to mutual agreement and price negotiation. If a Service and Service Attachment are not renewed at the end of the Renewal Term, then the term of this Agreement will continue as to the affected Service, Service Attachment(s) and circuit(s) in accordance with Section 2.1 of the Supplemental Terms in the Dark Fiber Service Attachment or Section 3.5 of the Service Attachment for Broadband Access Services, as applicable.

3.2 **Customer Termination for Convenience**

- 3.2.1 **Termination Notice.** Unless otherwise specified in the Agreement and subject to the clauses entitled Consequences of Termination, Customer may terminate the Agreement or Services at any time for Convenience as follows:

- (a) for Services, upon providing to Verizon no less than: (i) 30 days' notice for Services provided solely to locations in the U.S.; and (ii) 60 days' notice for all other Services; or
- (b) for the Agreement, upon providing to Verizon no less than 60 days' notice.

- 3.2.2 **Date of Termination.** Termination for Convenience takes effect on: (a) the end of the period of notice; or (b) if Customer specifies a later date, the day that Verizon actually disconnects a Service (or in the case of termination of the Agreement, the day Verizon disconnects the last Service).

- 3.2.3 **Verizon Enterprise Center (VEC) Termination Requirement.** At Customer's option, Customer may terminate Services for Convenience by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, or Customer may contact its Verizon point of contact.

- 3.2.4 **Moves and Changes.** As long as the Customer maintains the initial quantity of 183 sites in both the Dark Fiber Service Attachment and the Broadband Access Service Attachment, moving or changing (i.e., upgrading or downgrading) an existing Service will not be deemed to be a Termination for Convenience of that Service by Customer. Customer may arrange with Verizon (in writing) to coordinate the move or change. If the move or change results in the Customer falling

below the initial quantity ordered, and such quantity is not restored within one hundred twenty (120) days, than the modification will be deemed a Termination for Convenience.

3.2.4.1 For Services under the Dark Fiber Service Attachment, no new NRC, MRC and/or circuit term will be applicable if the service location is one of those listed in the Service Attachment (Appendix A) . The Initial Dark Fiber Service Locations are identified in Appendix A of the Dark Fiber Service Attachment. For Potential Additional Dark Fiber Locations: (1) MRC will be provided as set forth in Appendix B of the Dark Fiber Service Attachment; (2) associated construction costs may be negotiated.

3.2.4.2 For Services under Broadband Access Service Attachment, no new NRC, MRC and/or circuit term will be applicable if the service location is one of those listed in the Service Attachment. Any locations outside of the service locations initially identified in the Service Attachment shall have the same MRC.

3.3 **Termination for Cause or Insolvency or Non-appropriation of Funds**

3.3.1 **Cause.** Either Party may terminate for *Cause* by notice: (a) the Agreement where the Cause has application to all Services then provided under the Agreement; or (b) the affected Services. Customer's violation of 1.3 of the Service Attachment for Dark Fiber shall constitute a material breach of the Agreement.

3.3.2 **Insolvency.** Either Party may terminate by notice either the Agreement or any affected Services (to the extent permitted by applicable law and regulation) if the other Party experiences an Insolvency Event.

3.3.3 **Non-appropriation of funds; Customer Payment Obligations.** If funding for the Services provided in this INET Agreement from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed under this INET Agreement, the Customer may, with sixty (60) days written notice to Verizon, and without liability or penalty of the Customer, terminate in full or in part the Services provided for in this INET Agreement, effective upon a date specified in the Customer's notice. The Customer's termination of the Services provided in this INET Agreement shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services. Verizon shall be compensated in accordance with the terms of this INET Agreement for Services satisfactorily performed prior to such termination or modification of the Services provided under this INET Agreement. If the INET Agreement is terminated under this provision prior to the implementation of the Services under the Dark Fiber Service Attachment and there are unpaid NRCs, Verizon shall be compensated for actual costs incurred by Verizon for the construction work performed prior to such termination. Customer's termination of Services provided under this INET Agreement shall be limited to this INET Agreement and shall have no effect on any other terms or conditions of the Franchise Agreement.

If any portion of the Charges to be paid by the Customer to Verizon as set forth in this INET Agreement is to be paid in any Customer fiscal year (July 1 to June 30 period) ("Appropriated Fiscal Year"), Verizon understands and agrees that the portion of any Charges payable with Customer funds under this INET Agreement for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds to be used for payment of any such portion of the Charges are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this INET Agreement and the Customer's liability under this INET Agreement may be terminated in accordance with this Section 3.3.3;

provided, however, that Verizon shall be compensated in accordance with the terms of this INET Agreement for Services satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year. Additionally, in the event there are unpaid NRCs associated with the implementation of the Services under the Dark Fiber Service Attachment, Verizon shall be compensated for actual costs incurred by Verizon for the construction work performed prior to such termination.

The Customer represents that it will make reasonable efforts to secure appropriation of funds to meet the financial obligations of the INET Agreement for the first fiscal year following the Effective Date of the INET Agreement and the Franchise; provided, however, Verizon acknowledges that all fiscal appropriations are at the sole discretion of City Council. Subject to the foregoing proviso, the Customer will make reasonable efforts to secure appropriations for the services to be performed under this INET Agreement in each additional fiscal year during the term of the INET Agreement and any extension or renewal. If the Customer does not appropriate funding and terminates this INET Agreement it shall not enter into another contract with another vendor for similar services for a period of sixty (60) days.

3.4 **Consequences of Termination**

3.4.1 **Consequences of Termination for Convenience.** If the INET Agreement or a Service is terminated by Customer for Convenience, and such termination causes the initial quantity of Services to go below 183 Locations, Customer shall pay or refund to Verizon, as applicable, without set off or deduction, the following with respect to each of the terminated Services: (a) all accrued but unpaid Charges incurred up to and including the date of such termination; (b) a pro rata portion of credits and waivers received by Customer hereunder (except credits for Services failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); and (c) any applicable Early Termination Charges.

3.4.2 **Consequences of Termination for Cause or Insolvency.** Where the Agreement or a Service is terminated by Verizon for Cause or due to an Insolvency Event affecting Customer then Customer shall pay or refund, as applicable, without set off or deduction, (a) all accrued but unpaid Charges incurred up to and including the date of such termination; and (b) a pro rata portion of credits and waivers received by Customer hereunder (except credits for Services failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); and (c) any applicable Early Termination Charges;; provided however that if Customer disputes Verizon's termination for cause, then Customer's foregoing obligation for payment or refund shall not apply unless or until a final decision of a court of competent jurisdiction upholding the termination for cause. The termination liability provided in this clause is without prejudice to any other rights or remedies available to Verizon under the Agreement or otherwise in law or regulation. Where the Agreement or a Service is terminated by Customer for Cause or due to an Insolvency Event affecting Verizon, Customer shall have no refund or payment obligation whatsoever to Verizon.

3.4.3 **Early Termination Charges**

3.4.3.1 **Service Commitment for Dark Fiber Services.** If Services subject to a Service Commitment are terminated and the Customer has not maintained the initial quantity of Services (i.e. 183 Locations) during the Service Commitment Period set forth in the Dark

Fiber Service Attachment by Customer pursuant to the clause entitled Customer Termination for Convenience, Customer shall pay an Early Termination Charge equal to 100% of the recurring charges and non-recurring charges that would have been payable for those Services for the remaining unexpired part of such 60 months.

3.4.3.2 **Service Commitment for Broadband Access Services.** If Broadband Access Services subject to a Service Commitment are terminated within the first 24 months after installation of the Service and Customer has not maintained the initial quantity of Services set forth in the Broadband Access Services (i.e. 183 Locations), Customer shall pay an Early Termination Charge equal to 100% of the recurring charges and non-recurring charges that would have been payable for those Services for the remaining unexpired part of such 24 months.

3.4.3.3 **CPE MRP Termination.** Notwithstanding any other provision in these Service Terms, if Customer terminates MRP early for any reason except for Cause, or if Verizon terminates for Cause, Customer will: (i) pay to Verizon an amount equal to the aggregate of all remaining monthly recurring CPE charges as set forth in the Service Order from the date of termination through the end of the Financing Commitment; and (ii) return the System as provided below. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty. For clarity, Verizon Care will not be included in the CPE charges for purposes of calculating the early termination charges. This information will be detailed in the Customer's Service Order Form.

4. **SERVICE SUSPENSION.** Verizon may suspend one or more Services (or a part thereof) if: (a) Customer fails to pay any past due amounts for Services within 10 days after Customer receives notice of such non-payment; or (b) necessary to: (i) prevent or mitigate fraud, (ii) protect persons or property or protect the integrity or normal operation of Verizon Facilities, (iii) comply with law or regulation, or (iv) undertake Emergency Works. Verizon will give to Customer reasonable notice of the suspension where practicable, except in relation to suspension pursuant to sub-clause (a) above, where no notice is required beyond the 10 days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If Services are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer shall pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service; provided, that if Customer disputes Verizon's right of suspension under this Section, then Customer's liability and any liability of Verizon for damages incurred by Customer as a result of the suspension shall be as determined by a court of competent jurisdiction.

5. **AVAILABILITY OF SERVICES.** If Verizon cannot fulfill an Order (after the Commencement Date) for sites not listed in the Service Attachment at the time of execution for reasons other than Force Majeure Event, after making commercially reasonable efforts to fulfill such Order, Verizon will notify Customer as soon as possible and where available, Verizon will advise Customer of any alternative Service offerings. In any event Verizon will have no further obligation to provide the Service under that Order.

6. **EVOLUTION OF SERVICES.** The Parties acknowledge that Verizon's services will evolve over time and consequently Verizon may introduce new services to replace existing Services or cease to offer new instances of a Service in whole or in part. Accordingly, Verizon may terminate Services without liability upon not less than six (6) months' written notice in the event that it generally decommissions any Services (that is, ceases to provide such Services on a commercial basis to its customers). Verizon may cease to offer new instances

of a Service in whole or in part at any time. Where available, Verizon will advise Customer of any alternative service offerings that have comparable technical characteristics. Prior to any alternative service offerings being provided at an additional cost, the Parties agree to negotiate a mutually agreeable resolution of the Parties' concerns including but not limited to the service price, the status of equipment and any early termination charges.

7. LIABILITY

7.1 **Liability – Limitations.** Subject to the clauses entitled Liability – Exclusions and Liability – Inclusions:

7.1.1 **Limitation of Liability.** Neither the City nor Verizon, its partners, principles, and employees shall be liable for more than the aggregate amount of: (a) the sum total of payments made by the City during the 12 months immediately preceding the event for which damages are claimed, minus any credits made by Verizon, or (b) \$1.5 million dollars, whichever is greater. For the purpose of this clause and calculation, where: (i) an event gives rise to a number of separate liabilities, claims or causes of action, and/or (ii) an event is a series of connected Events, such will be deemed to have occurred in the 12 month period in which the first event occurred.

7.2 **Liability – Exclusions.** Subject to the clause entitled Liability - Inclusions below, in no event shall the City or Verizon, its partners, principles and employees, be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including without limitation, negligence) or otherwise. Notwithstanding the foregoing, this limitation shall not apply to damages resulting from loss of life, bodily injury or damage to personal tangible property and/or infringement of proprietary rights.

7.3 **Liability – Inclusions.** Nothing in this Agreement operates to exclude or limit any of the following and these amounts will not be counted in assessing whether the aggregate liability limitation in the clause entitled Liability - Limitations has been reached: (a) any liability relating to bodily injury (including death) caused by a Party's negligence; (b) any liability resulting from a Party's fraud or fraudulent misrepresentation; (c) any liability that cannot be limited under applicable law or regulation, including but not limited to mandatory local law.

7.3.1 Nothing herein shall waive or amend any defense or immunity that the City, its officers, agents or employees may have under PA Political Subdivision Tort Claims Act, 42 Pa.C.SA. 8541 et seq.

7.3.2 Nothing herein shall waive or amend any remedies available to the City or Verizon under the Franchise. In the event damages under the INET Agreement exceed the limitation set forth in 7.1.1 above, the City or Verizon may pursue all remedies under the Franchise Agreement where no such limitation of liability exists.

7.4 **Warranty/Disclaimer.** Except as expressly set out in this INET Agreement, all warranties, representations, or agreements with respect to the provision of Services or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law and regulation. All other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose are excluded, to the extent permitted by law and regulation. Verizon does not warrant that any network, computer systems, and Services are fully secure. Verizon does not warrant that use of any of the

Services will be uninterrupted or error-free or prevent third party disruptions or unauthorized third party access to the Services. The warranties related to CPE Services, Systems and CPE Deployment Services do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System. For the avoidance of doubt, Verizon will transfer or pass through to Customer the benefit of any and all manufacturer or licensor and/or owner(s) warranties for the System on the same terms as offered by such manufacturers, licensors and/or owner(s) which are capable of being transferred or passed through. If there is a conflict between the terms of this Agreement and the rights or remedies conferred upon a lessee under section 2a-508 through 2a-522 of the United States uniform commercial code or similar provisions under another commercial code or statute with respect to a default by a lessor as such sections may be applied to MRP, the terms of this Agreement shall apply.

7.4.1 Notwithstanding anything to the contrary in this Section 7.4, Verizon warrants that it shall deliver the Services in accordance with the technical specifications and performance standards set forth in each Order, and in the Service Attachment for Dark Fiber, and/or Service Attachment for Broadband Access Services.

8. PERSONAL DATA AND CONFIDENTIALITY

8.1 **Personal Data.** Verizon will implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, or unauthorized disclosure or access. Additionally, for Services that require Verizon to collect or process Personal Data, the following URLs apply to such collection and processing and are deemed incorporated into the Agreement:

- a) where GDPR Regulation (EU) 2016/679 and other non-US privacy laws or regulations apply: www.verizon.com/business/service_guide/reg/regulated_customer_data.pdf, and
- b) where US state-specific privacy laws or regulations apply: www.verizon.com/business/service_guide/reg/state.htm.

8.2 **Confidentiality.** Verizon will protect the confidentiality of Customer CPNI and this Agreement in accordance with applicable U.S. laws, rules and regulations. Except as required by law or regulation, each Party shall, during and for no less than three years after the termination or expiration of the Agreement: (a) use the other Party's Confidential Information only for purposes of the Agreement; and (b) protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Either Party may disclose the other Party's Confidential Information only to its employees, agents, and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as the related terms of the Agreement. Verizon also may share Confidential Information among Verizon Affiliates. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving Party, to the extent practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed provided however that a Party may retain one copy of the other Party's Confidential Information solely for archiving and auditing purposes or as otherwise may be required by law or regulation. Any such retained Confidential Information will continue to be subject to requirements of confidentiality set out in this clause entitled Confidentiality.

- 8.2.1 Verizon and Customer acknowledge that the City is a public “local agency” under and subject to the Commonwealth of Pennsylvania’s Right to Know Law, 65 P.S. § 67.101 et seq. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City’s rights, obligations and defenses under the Right to Know Law, nor will the City be held liable for any disclosure of records, including information, that the City determines, in its sole discretion, is a public record subject to disclosure under the Right to Know Law.
- 8.2.2 To the extent the City determines that applicable law requires disclosure of any books, records materials or other information provided by Verizon pursuant to this Agreement, prior to disclosure Verizon shall have the right to challenge such disclosure to the fullest extent possible under applicable law and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof.
- 8.2.3 **Survival of Confidentiality Obligations.** The obligations of confidentiality and limitation of use described in this Section 8.2 shall survive the expiration and termination of the Agreement for a period of five (5) years (or such longer period as may be required by law).
- 8.2.4 **Confidential City Information.** All City records, usage data, and any data, voice, or video transmission through a Verizon provided Service shall be deemed to be Confidential Information of the City, whether or not marked or otherwise communicated to Verizon to be Confidential Information. For the avoidance of doubt, Verizon represents that it does not, and will not, have access to City data transmitted through a Verizon provided Service; Verizon acknowledges that the City relies on such representation in entering into this Agreement.

9. CUSTOMER OBLIGATIONS

- 9.1 **Physical Access to Customer Sites.** Where Verizon requires access to a Customer Site, Customer will grant or will procure the grant to Verizon such access including all licenses, waivers and consents as necessary to install, construct, or use space in the building risers, innerduct, or conduit from the property line to the Customer Site and to install, replace, operate, and maintain Service Equipment at the Customer Site. Customer will advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 9.2 **Assistance.** Customer will provide Verizon with such facilities, information and co-operation as Verizon may reasonably require to perform its obligations under the Agreement or an Order, including with respect to Verizon’s implementation of new processes or systems.
- 9.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer undertakes that it will: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon’s reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon’s reasonable instructions, at Customer’s own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon’s reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site be performed or caused by Verizon

to facilitate any Services, Verizon is obligated to restore that Customer Site to the same or reasonably comparable physical state as prior to delivery of the Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by: (i) the act or omission of Customer or Customer's breach of the Agreement or an Order, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

- 9.4 **Software and Documentation.** Software not otherwise subject to a separate agreement or license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of applicable fees, Customer is granted a License. Customer may not use, offer or license the Software to provide Services or substantially the same Services to any third party (except Affiliates), whether on a stand-alone basis or in combination with any other software or materials. Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may make a reasonable number of copies of documentation provided as part of the Software solely in support of its use of the Software and Services. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of the clause entitled Confidentiality. Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any Agreement or Order between Verizon and Customer pertaining to the Software, (ii) termination of the Services with which the Software is intended for use, or (iii) failure of Customer to comply with any provisions of this clause entitled Software and Documentation. Upon termination of any License, at Customer's option, Customer will promptly either: (1) destroy all copies of the Software in its possession; or (2) return all such copies to Verizon, and in either event provide an officer's written certification confirming the same.
- 9.5 **Use of Subcontractors/Affiliates.** Without releasing it from any of its obligations, Verizon may at any time utilize the services of one or more Verizon Affiliates or subcontractors approved by Customer in writing, in connection with the performance of its obligations relating to construction and installation, activation and provision of Services.
- 9.6 **Resale of Services.** Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party unless explicitly detailed otherwise in the Agreement. The application of this clause is subject to applicable law and regulation; provided, that agencies and departments of the City of Philadelphia and entities related to the City of Philadelphia (such as but not limited to public authorities), shall not be considered "third parties" within the meaning of this Section. Nothing in this Section 10.6 is intended to restrict the City's non-commercial use of a Verizon provided Service for legitimate governmental purposes.
10. **ACCEPTABLE USE POLICY (AUP).** To the extent feasible, use of Verizon Internet Protocol Services must comply with the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP will apply). The applicable AUP is available at Exhibit No. 1 attached hereto. To the extent feasible, Customer will ensure that each user of the Services complies with the AUP.

11. **IP ADDRESSES.** Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Services for which they are assigned. If such Services are terminated, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.
12. **CONTENT DISCLAIMER.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Services (except to the extent particular Services explicitly state otherwise and except to the extent that Verizon is directly responsible for degrading such accuracy, quality, security or other aspect). Customer is solely responsible for selecting and using the level of security protection needed for Content including without limitation Customer Data, individual health and financial Content.

13. GENERAL

- 13.1 **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. For example, transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law and regulatory requirements. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations.
- 13.2 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of Pennsylvania, without regard to its choice of law principles, except where the Communications Act of 1934 applies. The Parties waive all objections to venue in the US District Court for the Eastern District of Pennsylvania or state courts within the City and County of Philadelphia, as applicable.
- 13.3 **Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be subject to the following dispute resolution procedure:

The Parties agree to exercise every reasonable effort to resolve disputes that may arise under this Agreement through informal negotiation and cooperation. If the Parties are unable to resolve any dispute arising under the Agreement through their respective [project managers], then unless the Parties mutually agree otherwise in writing signed by both Parties, the dispute shall be decided according to the following procedure, which procedure must be completed prior to and as a condition precedent of either Party filing a lawsuit or instituting any other formal proceeding with respect to the dispute:

1. The Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the resolution of the dispute by written notice to the other Party stating in detail the nature of the dispute and the relief that it seeks. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.
2. The Parties shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

	Verizon	Customer	Allotted Time
1 st Level		IT Director, Philadelphia Parks and Recreation (for Broadband Access)	10 Business Days
2 nd Level		Deputy Chief Information Officer	10 Business Days
3 rd Level		Chief Information Officer	30 Calendar Days

The allotted time for the first level of negotiations shall begin on the date the Invoking Party's notice is received by the other Party (the "Notice Receipt Date"). If a resolution is not achieved by the negotiators at any given management level at the end of their allotted time, the allotted time for negotiations at the next management level shall begin on the next business day. This Section shall not be construed to limit or alter the provisions of Section 3 (Termination). If resolution of the dispute is not achieved by the fiftieth (50th) day following the Notice Receipt Date, either party may file a lawsuit or institute any other formal proceeding available to it with respect to the dispute.

- 13.4 **Import and Delivery.** In jurisdictions where Verizon has an established legal presence, delivery of Service Equipment will be Delivered Duty Paid (DDP) to a Customer Site unless stated elsewhere in the Agreement or delivery under the DDP term is not available. In situations where delivery under the DDP term is not available delivery of Service Equipment will be Delivered At Place (DAP) to a Customer Site.
- 13.5 **Injunctive Relief.** Nothing in the Agreement precludes either Party from seeking interim, interlocutory or permanent injunctive relief on an urgent basis from any court of competent jurisdiction.
- 13.6 **Assignment.** Either Party, with, but only with, the prior written consent of the other party (which shall not be unreasonably withheld), may assign its rights or obligations under (and subject to) the Agreement, to: (a) an Affiliate; or (b) a successor to the business or assets of a Party that includes this Agreement, provided in the case of Customer, the assignee is an entity of the same country as the Verizon entity contracting and invoicing for the affected Services and meets Verizon's generally applicable credit standards. Except as stated, no Party may novate, assign, encumber, or transfer the Agreement in whole or in part without the prior written consent of the other Party (which may not be unreasonably withheld or delayed).
- 13.7 **Notices.** Except as otherwise stated in the Agreement, all notices required under the Agreement (including notices to terminate the Agreement for Convenience) must be in writing and sent to the notice addresses specified below by pre-paid overnight delivery service. Notice may also be sent via courtesy email with acknowledged receipt by the recipient; however, such email shall not be deemed a substitute for official or formal Notice as required by this Section 13.7. Each Party may change its designee by providing written Notice to the other Party.

TO VERIZON	
Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	With a copy to: Verizon Business Services 111 Main Street White Plains, New York 10601 Attn: Vice President & Deputy General Counsel

TO CUSTOMER	
City of Philadelphia Chief Information Officer 1234 Market Street Philadelphia, PA 19107 Email: steven.robertson@phila.gov	With a copy to: City Solicitor Attention: Divisional Deputy City Solicitor, Intellectual Property Division 1515 Arch Street, 17 th Floor Philadelphia PA 19102 Email: IP.Divison@phila.gov

- 13.8 **Relationship of the Parties.** Verizon is an independent contractor, not Customer’s agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer’s regulatory obligations, or assume any responsibility for Customer’s business or operations. The City is not Verizon’s agent, joint venturer, partner or fiduciary and does not undertake to perform any of Verizon’ regulatory obligations or assume any responsibility for Verizon’s business or operations.
- 13.9 **Applicability of Terms.** If any of the provisions of the Agreement are held by any entity of competent jurisdiction to be unenforceable, the remainder of the Agreement remains enforceable. Failure or delay to exercise or enforce any right under the Agreement is not a waiver of that right. Certain provisions are intended by their nature to survive expiration or termination (including, without limitation, Liability and Personal Data and Confidentiality). The Agreement may not be amended except by a written instrument that both Parties agree to be bound by (whether by execution or some other method).
- 13.10 **No Third Party Beneficiaries.** No right or cause of action for any third party is created by the Agreement or any transaction under it.
- 13.11 **Force Majeure.** Neither Customer nor Verizon shall be held in default under, or in noncompliance with, the provisions of this INET Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default was caused by a Force Majeure; provided, however, as follows:
1. the party shall perform all obligations not precluded by Force Majeure;
 2. the party shall perform all obligation(s) affected by Force Majeure to the maximum extent it is able to do so;
 3. the party shall take reasonable steps to minimize and mitigate the effects of Force Majeure on its performance;

4. the party shall resume full performance of the obligations it contends were excused by a Force Majeure immediately after the Force Majeure ceases to be in effect; and
5. Within a reasonable period of time after the end of the Force Majeure event(s), Verizon shall remediate any adverse effects on the ability of Verizon to provide Dark Fiber Services and Broadband Access Services in accordance with this INET Agreement that resulted from its not performing obligations excused by the Force Majeure event, and shall ensure that it is in compliance with all terms of this INET Agreement.
6. Failure of either Party to restore excused noncompliance with this INET Agreement within a reasonable period of time after the end of the Force Majeure event shall constitute a default under Section 3 of this INET Agreement.

13.11.1 In the case of Force Majeure events that are epidemics, pandemics, natural disasters and/or states of emergency designated as such by federal, state or local government, the Force Majeure shall cease to be in effect when, but only when, the designating government cancels or otherwise withdraws the designation.

13.11.2 The party whose performance is precluded by Force Majeure shall notify the other party in writing. Such notice shall be provided within fourteen (14) calendar days after the date on which the party becomes aware of the occurrence or commencement of the Force Majeure, and shall describe in reasonable detail the alleged Force Majeure, how the Force Majeure affects the party's obligations under this INET Agreement; the reason(s) it believes performance is precluded; and the actions the party will take to mitigate the impact of the Force Majeure. In the case of a Force Majeure that continues for more than thirty (30) calendar days, the party claiming a Force Majeure shall update the information required in the foregoing notice and in Subsection 13.11.3 as reasonably required by the other party. Any written notice required by this Section is subject to the Confidentiality requirements of Subsection 8.2 of this INET Agreement.

13.11.3 As reasonably requested by the other party, a party noticing a Force Majeure pursuant to this Section 13.11 shall meet with the other party to review the impact of the claimed Force Majeure on the party's performance of its obligations under the INET Agreement. The party shall promptly provide such documentation and information as the other party may reasonably require pursuant to such review. All of the foregoing documentation and information is subject to the Confidentiality requirements in Subsection 8.2 of this INET Agreement.

13.12 **Counterparts and eSign.** Where a signature is required, an Order or this Agreement may be executed in one or more counterparts, each of which is deemed to be an original, but together constitutes one instrument. The Parties agree that an Order or this Agreements may be executed by eSign in a form agreed to by both Parties in writing, if available.

13.13 **Order of Precedence.** In the case of any inconsistency, this INET Agreement takes precedence over Orders. Within this Agreement, the order of precedence (in descending priority) is: General Terms, Service Attachments and Pricing. Within each of those parts of the Agreement, those terms set forth in the document to which Customer is a Party take precedence over any online terms.

13.14 **Entire Agreement.** The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the

Parties. Any terms and conditions sent to Verizon by Customer, or to Customer by Verizon, as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.

14 PROTECTION OF CUSTOMER U.S. CPNI AND PROVISION OF CUSTOMER CPNI TO AUTHORIZED CUSTOMER REPRESENTATIVES.

14.1 **Access and Use.** Verizon will protect the confidentiality of Customer CPNI and this INET Agreement in accordance with the Confidentiality provisions of this agreement, applicable U.S. laws, rules and regulations, and applicable OIT security policies. Verizon may access, use, and disclose Customer CPNI only as expressly and specifically required by applicable laws, rules, and regulations or expressly and specifically permitted by this INET Agreement. Upon reasonable notice, City reserves the right to require Verizon to comply with any published, applicable OIT security policies relating to access and use of CPNI. In the event the OIT security policies result in commercially unreasonable incremental costs incurred by Verizon, the requirement and those costs must be agreed to by both Parties in writing.

14.2 **Provision of CPNI Information.** Provided that Customer is served by at least one dedicated Verizon representative under this INET Agreement (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law and regulation, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following:

14.3 **Means of Provision.** Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction : to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, and via Verizon's online customer portal or other online communication mechanism.

14.3.1 **Notice of Authorized Customer Representatives.** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who are authorized by the City in writing to receive CPNI from Verizon, , or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

14.3.2 **Necessary Information.** Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:

- (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
- (c) the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable).

14.3.3 **CPNI Authorizers.** At all times that the Agreement is in effect, Customer may designate in a form

provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under this Agreement as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Order will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

15 **DEFINITIONS.** Capitalized terms contained in the Agreement are defined as follows:

"+" after a Service name indicates the Service is an Optimized Service.

"Acceptance Date" as used in any Order or Service Attachment, means Service Establishment Date.

"Activation Date" means: the date that Verizon notifies the City that Service is ready for use.

"Affiliate" means any entity or person controlled by, controlling, or under common control with Verizon or Customer, as applicable.

"Agreement" means this INET Agreement, Service Attachment for Dark Fiber, Service Attachment and Pricing attachment for Broadband Access Services, together with all Orders entered into pursuant thereto.

"Annual Period" means the 12 month period beginning on the Commencement Date of the Agreement, and each anniversary thereafter.

"AUP" means the applicable Verizon Acceptable Use Policy attached to this Agreement.

"Business Day" means a day other than Saturday, Sunday and national holiday(s) in the jurisdiction of the Customer Site.

"Cause" means a breach by the other Party of any material provision of the Agreement (including in relation to a particular Order) which: (a) is incapable of remedy; or (b) if capable of remedy, remains uncured for 30 days from written notice of such breach; or (c) in the case of Customer's failure to pay any undisputed past due amount, 10 days from notice of such failure.

"Charges" means all amounts owed by Customer relating to the provision of Services as set out in the Agreement, including Underutilization Charges and Early Termination Charges, if applicable.

"Commencement Date" means: (a) the date on which both Parties agree to be bound by (whether by execution or some other method) this Agreement and the applicable Service Attachment; (b) for any Order (including in relation to a renewed Service), the date on which both Parties agree to be bound by (whether by execution or some other method) the Order.

"Confidential Information" means information (in whatever form): (a) designated as confidential by either Party; (b) relating to the Agreement including the existence of the Agreement itself; (c) relating to the Party's business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel; or (d) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or

one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure, (ii) is or becomes publicly known other than by a breach of the clause entitled Confidentiality, (iii) is received without restriction from a third party free to disclose it, or (iv) is developed independently by the receiving Party without reference to the Confidential Information.

“Content” means anything that can be accessed, received, transmitted, stored, processed or used (whether actively or passively) including any form of information, audio, image, computer program or other functionality.

“Contract” has the same meaning as an effective and binding Order.

“Contract Year” means the 12 month period beginning from the first day of the Volume Commitment Period and each anniversary thereafter, or as set forth in the Agreement.

“Convenience” means the right of a Party to terminate a Service or the Agreement (as relevant) as detailed in the clauses entitled Customer Termination for Convenience.

“CPE Services” means CPE related deployment, maintenance, assessment, rental, lease and other service furnished to Customer in connection with the CPE, Software or Customer Equipment.

“Customer” means the City of Philadelphia.

“Customer Data” means data of Customer or its end users that Verizon receives, stores and processes by virtue of providing Services. A reference to Customer Data will include Personal Data where applicable.

“Customer Equipment” shall have the meaning as set forth in the applicable Service Attachment.

“Customer Premises Equipment” or “CPE” means any equipment, systems, cabling and facilities, which is sold or otherwise furnished by Verizon to Customer as itemized in an Order.

“Customer Site” means the location specified by Customer at which Services are to be provided.

“Disputed Amount” means an amount which Customer disputes. A Disputed Amount may relate to the whole or part of an invoice(s).

“Due Date” means the date on which payment for Service by Customer is to be received by Verizon as set out in the Agreement.

“eSign” means the process designated by Verizon, as agreed to in writing by the City, which permits an Agreement or Order to be executed electronically by Customer without the need for a hard copy signature.

“Early Termination Charges” means the charges calculated in accordance with the clause entitled Early Termination Charges.

“Effective Date” means the date upon which the Franchise Agreement is signed by both Parties.

“Eligible Charges” means all Charges, after application of all discounts and credits, incurred by Customer and its Participating Entities, specifically excluding: (a) Taxes; (b) Charges for CPE and CPE Services;

(c) Third Party charges where Verizon or Verizon Affiliates act as agent for Customer in its acquisition of Services; (d) non-recurring charges; (e) Governmental Charges.

“Emergency Works” mean works, the execution of which, at the time it is proposed to be executed, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any Services provided by the Verizon Facilities; (c) substantial loss to Verizon, the City or any third party; and/or (d) such other works as in all the circumstances it is reasonable to execute with those works.

“Event” means any incident, event, statement, act or omission giving rise to any liabilities, claims or causes of action under or in connection with the Agreement including (but not limited to) contract, warranty, tort (including negligence), strict liability, misrepresentation, breach of statutory duty, breach of warranty or otherwise. One or more Events that are reasonably connected are deemed to be the same Event. An Event that occurs subsequent to the termination or earlier cessation of the Agreement, shall be deemed to have occurred during the final Annual Period in which the Agreement remained in force.

“Force Majeure Event” means an event including, but not limited to, such events that constitute abnormally severe weather conditions; strikes; labor disturbances; lockouts; war or act of war (whether an actual declaration of war is made or not); insurrections; riots; acts of terrorism; actions or inactions of any government instrumentality (other than regulatory action or inaction of the Customer pursuant to its lawful exercise of its regulatory authority); actions or inactions of any public utility other than Verizon (including condemnation of the party’s real property); court order; accidents for which the party is not responsible; fire; flood; epidemics and pandemics; natural disasters and states of emergency that are designated as such by federal, state or local government; acts of God; and work delays directly caused by waiting for utility providers (other than Verizon) to service or monitor utility poles to which Verizon’s Fiber to the Premises (FTTP) Network is attached; and unavailability of materials, equipment and/or qualified labor to perform work necessary for the party’s performance of its obligations under this INET Agreement.

“GDPR” means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council.

“Governmental Charges” means charges that Verizon is required or permitted to collect from or pay to others, by a governmental or quasi-governmental authority, which include, but are not limited to, Universal Service Fund charges, if any, or any successor of any such charges.

“Insolvency” or “Insolvency Event” occurs when a Party: files a voluntary petition for bankruptcy under the Federal Bankruptcy Code or any similar state or federal law; or any petition for bankruptcy pursuant to Chapter 7 of the United States Bankruptcy Code or any applicable state law of comparable effect is filed against the Party and is not dismissed within sixty (60) days; or a receiver, trustee or custodian is appointed to take possession of all or substantially all the assets of the Party for the benefit of creditors, or the Party makes an assignment for the benefit of creditors, or any action is taken or suffered by the Party under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute. The Parties acknowledge and agree that all payments to the City required under this Agreement are made in the normal and ordinary course of business between the Parties.

“General Terms” means the terms and conditions set out in this document including any Addendum or Exhibit explicitly modifying the General Terms agreed to by both Parties in writing. The General Terms set out the terms that Customer and Verizon agree will apply to all Service Attachments and Orders.

“MRC” means Recurring Charges that are invoiced monthly.

“Normal Business Hours” or “Normal Working Hours” or “Business Hours” means the hours between 8 am and 5 pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time.

“NRC” means non-Recurring Charges (i.e. one-time Charges).

“NSS” stands for No Sign SOF which is an Order accepted by Verizon via the NSS Process.

“NSS Process” means the process by which Verizon acknowledges and accepts an Order without requiring a Customer signature.

“Optimized Service” means any Service, Software and CPE (including any CPE Services) optimized for Verizon’s automation platform, which is indicated by ‘+’ after the Service name (e.g., ‘Broadband +’). The ‘+’ is not a part of the Service name.

“Order” means a Customer request for one or more Services or a move, add or change to an existing Service, that is delivered by Customer to Verizon and effective and binding upon the Commencement Date for the Order.

“Participating Entity” means an entity authorized by the Customer entity that agrees to be bound by (whether by execution or some other method) this Agreement under Verizon’s processes to contract for Services via an Order in Participating Entity’s own name subject to the terms of the Agreement.

“Party” means the particular Verizon or Customer entity that agrees to be bound by (whether by execution or some other method) the Agreement or an Order, as applicable and “Parties” will be construed accordingly.

“Personal Data” means data the use, processing or transfer of which is regulated by law, regulation or City policy applicable to Verizon as personal data/personally identifiable information.

“Purchase Commitment” means a Service Commitment. A Service may be subject to a Service Commitment if specified in this Agreement.

“Recurring Charges” means Charges for Services that are invoiced at regular intervals such as monthly or annually.

“Services” means the specific services, and CPE (including any CPE Services) provided under this Agreement.

“Service Activation Date” means the same as Activation Date.

“Service Attachment” means Dark Fiber Service Attachment or Service Attachment for Broadband Access Services.

“Service Commitment” is effective on the Commencement Date and means the period of time after the Service Establishment Date during which Verizon is committed to provide the Service and the Customer is committed to pay for a particular Service by this Agreement.

“Service Equipment” means any equipment, Software, systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the Services at a Customer Site. Ownership of the Service Equipment does not pass to Customer. Service Equipment does not include Verizon Facilities.

“Service Establishment Date” has the meaning provided in the applicable Service Attachment.

“Service Order”, “Service Order Form”, or “SOF” is a type of written Order.

“Software” means any software and any related documentation provided to Customer as part of the Services and includes both Verizon and Third Party software.

“Subminimum Volume Commitment” means a Service-specific commitment to pay an agreed amount of Eligible Charges in each Contract Year.

“Tariff” means, where applicable, the tariffs on file as amended from time to time with the appropriate national or regional governmental body governing the rates and/or terms and conditions of Services that are subject to tariff filings, as applicable.

“Tax” and “Taxes” means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges...

“Third Party” means a third party vendor from whom Verizon sources products and services including CPE and CPE Services. “United States” or “U.S.” means the 50 states, the District of Columbia, and the U.S. Territories.

“Verizon” means the Verizon entity that is the contracting party to this Agreement.

“Verizon Facilities” or “Network” means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding Service Equipment.

Exhibit No. 1 - Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by Verizon, dba Verizon Services (Verizon) to users of the Verizon IP Network. Verizon reserves the right to modify the Policy at any time, effective upon notice to customer.

Illegal use

The Verizon IP Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

System and network security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Verizon will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Email

Sending unsolicited mail messages expressly prohibited by the CAN-SPAM Act , is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A VERIZON CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

**BROADBAND
ACCESS
SERVICE
ATTACHMENT**

SERVICE ATTACHMENT FOR BROADBAND ACCESS SERVICES

The "+" following the Service name indicates it is an Optimized Service; it is not a part of the Service name.

New Services

Access (Interstate) / Access +

1. GENERAL

- 1.1 Service Definition
- 1.2 Standard Features
- 1.3 Optional Features
- 1.4 Customer Responsibilities

2. AVAILABLE VERSIONS

- 2.1 Optimized Services – Access+

3. SUPPLEMENTAL TERMS

- 3.1 Access Availability

4. FINANCIAL TERMS

- 4.1 Optimized Service

5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Access connects the Customer Site to the edge of the Verizon Network from which Customer can connect to other Verizon services. Access will be provided via Verizon Facilities.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery).

1.2 **Standard Features**

1.2.1 Access provides a point-to-point circuit to reach associated Verizon services.

1.3 **Optional Features**

1.3.1 **Network Survivability and Diversity (NS&D).** With NS&D, Verizon provides alternative mechanisms for maintaining network access during a disruption to regular service, as described below for the relevant Access versions. Verizon determines the location of particular NS&D features, all of which are subject to availability.

1.3.2 **Proactive Notification (Optimized Services Only).** Where Customer receives Proactive Notification for a Verizon service, it will also apply to the Access connected to that Verizon service. Proactive Notification is described in Customer's applicable Verizon Service Attachment.

1.4 Customer Responsibilities

1.4.1 **Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation:

- Space and power for Verizon terminating equipment if required to deliver Access.
- All facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit.
- Notice to Verizon of the existence and location of wiring or any other risk factors on the Customer's Site which may affect Verizon's installation of the Access circuit.

1.4.2 **Entry to Customer Site.** Where Verizon requires entry to a Customer Site in order to provide Access (including, but not limited to, physical changes to Access facilities), Customer shall (a) grant or shall procure the grant to Verizon of such rights of entry to each Customer Site, including any necessary licenses, waivers and consents and (b) respond promptly to notice from Verizon requiring Customer action, such as to coordinate Verizon entry to Customer Site needed for a change in Access facilities at a mutually convenient time within 30 days of such notice from Verizon.

2. AVAILABLE VERSIONS

2.1 Optimized Services – Access+

2.1.1 **Standard Service Features**

2.1.1.1 **Access Speed.** Verizon provides capacity throughput based on the Access speed selected by the Customer, which is the maximum possible speed.

2.1.1.2 **Performance Grades.** Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by the Customer.

2.1.1.3 **Handoff.** Verizon hands off Access based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:

- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet Virtual Connections (EVC's) onto a single Ethernet Access UNI including Ethernet LAN local – basic UNI (formerly SES) as available in the following areas: CT, DC, DE, MA, MD, NJ, NY, PA, RI and VA.

2.1.1.4 **UNI Speed.** For an Ethernet handoff to Customer Equipment, Verizon provides the UNI at the speed ordered by Customer or as a virtual connection for SDI.

2.1.1.5 **Demarcation Interface Options.** Verizon provides electrical and optical Demarcation interface options or virtual for SDI.

2.1.2 Optional Service Features

2.1.2.1 **Customer-Provided Carrier Facility Assignment (CFA) (U.S. Only).** Upon Customer request, Verizon will deliver Access to the designated meet-me point on the Customer's private Verizon or Incumbent Local Exchange Carrier (ILEC) dedicated rings, hubs and channelized facilities.

2.1.2.2 **Customer-Provided Access.** Where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon service(s).

2.1.2.3 **Oversubscription.** Customer may subscribe to more than the Access speed of a circuit. Verizon provides the Oversubscription feature for Customers who may be using Access to connect to more than one Verizon service or to connect to more than one endpoint e.g., multiple data centers. Customer is solely responsible for managing its traffic utilization on the circuit to avoid any overutilization which may indiscriminately drop data packets (regardless of the class of service selected by Customer in using a Verizon service).

2.1.3 Customer Responsibilities

2.1.3.1 **Customer Provided Carrier Facility Assignment.** Where Access is provided to a Customer-provided CFA, Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the terminating facilities are provided by a Verizon ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.

3. SUPPLEMENTAL TERMS

3.1 **Access Availability.** The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed or upon installation, the Access is deemed not available and other Access, sometimes with higher Charges may be required and in such instances the circuit will be requoted to Customer.

4. FINANCIAL TERMS

4.1 **Optimized Service.** Customer will pay the charges for Optimized Access + specified in the Agreement, including those below. Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service.

4.1.1 **Access Speed Changes.** Speed changes on an existing Access circuit beyond 1 Gbps download/1 Gbps upload as indicated in the Pricing section are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

4.1.2 **Access Moves.** Customer-requested moves of Access circuits to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer’s existing Access circuit and installation of a new one. The newly-contracted Access circuit will include the applicable NRC and MRC associated with the new Access circuit.

4.1.3 **Third Party Vendor Charges for Cross-Connection and Extended Wiring.** Section 1.4.1 above requires Customer to provide all facilities and internal cabling to connect Customer’s Site to the Demarcation of the Access circuit. In some instances Customer’s Site may be located at a data center or other facility owned by a third party and the third party may not permit Verizon to connect directly to Customer’s Site. In such instances, a third party data center/facility owner may only permit the third party to install a cross-connection from the Verizon Demarcation to Customer’s Site. If the third party data center/facility owner charges for that cross-connection and Customer does not directly pay the third party for such connection, Verizon will pay the third party for the cross-connection and Customer will be billed by Verizon for such charges.

5. DEFINITIONS. The following definitions apply to Access, in addition to those identified in the General Terms.

Term	Definition
Demarcation	The point where the Access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer’s physical location.

Broadband +

1. GENERAL

- 1.1 Service Definition
- 1.2 Standard Service Features
- 1.3 Optional Service Features
- 1.4 Customer Responsibilities

2. [RESERVED]

3. SUPPLEMENTAL TERMS

- 3.1 Security
- 3.2 Speeds
- 3.3 Delays in Installation
- 3.4 VoIP Restrictions
- 3.5 Broadband Term
- 3.6 VoIP Restrictions

4. SERVICE LEVEL AGREEMENT [NOT INCLUDED]

5. FINANCIAL TERMS

- 5.1 Details
- 5.2 Missed Appointment Charge

6. DEFINITIONS

1. GENERAL

1.1 **Service Definition**. Broadband + (Broadband) utilizes public internet protocol (IP) as a means of transport from Customer Sites to Verizon's network services using fiber to the premises broadband access technologies. Verizon will provision Broadband to Customer directly. Broadband must be used in conjunction with a Verizon global network service, and primarily for the purpose of connecting a Customer Site to that network service. Broadband can be used for Internet access and other services. Broadband will only be offered in locations that have Verizon owned facilities.

1.2 **Standard Service Features**

1.2.1 **IP Addresses**. A suitable number of dynamic or static (as available) IP addresses (IPv4 protocol) to be used in conjunction with Broadband will be assigned in accordance with the currently applicable assignment guidelines in the relevant region. These IP addresses are provided from the ASN network of Verizon or a third-party supplier.

1.2.2 **Service Equipment**. Service Equipment may be via an Ethernet interface. In the countries where Service Equipment is not available as part of Broadband the Broadband circuit will be terminated on Verizon or Customer provided equipment.

1.2.3 **Broadband Technology**. Broadband services are based on different technologies and the quality of the service can vary based on the technology available, including from Third Parties.

- 1.3 **Optional Service Features.** Additional IP address blocks may be available, though such availability and block size may vary. An IP justification form may be required if additional IP addresses are requested.
- 1.4 **Customer Responsibilities**
- 1.4.1 **Forms.** Where Verizon requires certain forms to be signed to process Customer's order (e.g., warranties of agency, letters of agency, service terms), Customer shall sign such forms promptly.
- 1.4.2 **Customer Equipment.** Customer is responsible for providing the necessary Customer Equipment to connect its network to the Service Equipment to enable Customer's use of Broadband and for ensuring that such Customer Equipment is fully compatible with the Service Equipment. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment.
- 1.4.3 **Customer-Provided Local Access.** Where required by Verizon or as otherwise may be agreed with Customer, a Customer provided Local Access may be used. Local Access should have the technical specifications required for Broadband. For Broadband using a Customer provided local access, Customer may use the local access for PSTN/ISDN services in addition to Broadband; however, certain PSTN/ISDN-services may not be compatible or may operate at a lower speed. PSTN and ISDN services are not part of the Broadband.
- 1.4.4 **Customer Space.** Customer is solely responsible to assess Customer's space, facilities, computer and transmission capacity needs, interoperability of Broadband with Customer Equipment and Customer's network. Any extra cabling necessary within the Customer Site, including but not limited to the connection between the Broadband entrance point and Customer's IP connection point and the cabling between the wireless access points and the router/switch, is not included in the provision of Broadband and is Customer's responsibility.
- 1.4.5 **Compliance with Instructions.** In order to safeguard the integrity of Verizon, or to enable provisioning of Broadband, Verizon may take certain reasonable measures and give reasonable instructions to Customer, where necessary, to prevent or correct deficiencies in the Verizon Facilities or Broadband. Customer shall comply with any such instructions promptly.
- 1.4.6 **Disconnection.** Upon termination of the Broadband, Customer shall be required to disconnect the Customer Equipment from the Third Party's network.
- 1.4.7 **IPv4 Addresses.** Prior to requesting any IPv4 addresses from Verizon, Customer will ensure that it is utilizing a minimum of 80% of any IPv4 addresses obtained from any source prior to making the request. Customer also acknowledges and agrees that (i) Customer will retain such addresses for at least 30 days after Verizon's activation of the circuit associated with such addresses; and (ii) Customer agrees to use

80% of the IP addresses provided by Verizon within 12 months after Verizon's activation of the circuit associated with such addresses.

2. [Reserved]

3. SUPPLEMENTAL TERMS

3.1 **Security.** Customer acknowledges that it is solely responsible for the security of its network, facilities and Customer's traffic when using Broadband, including determining whether such traffic should be encrypted.

3.2 **Speeds.** Any quoted transmission speeds for Broadband as set out in the Order refers to the maximum download and upload speed achievable with Broadband under ideal conditions. For information purposes the normally available download and upload speed and minimum download and upload speed may be lower than the maximum download and upload speed for a variety of reasons including without limitation, network congestion, line interference and Internet congestion. These situations may occur when the service is congested and there is a high volume of users during a peak time.

3.3 **Delays in Installation.** In the event that Customer cancels the original installation date, Verizon reserves the right to reschedule the installation date where Customer has failed to agree with Verizon on a revised installation date for Broadband within 25 days from the original installation date. In such circumstances Customer will be liable for any costs incurred by Verizon resulting from cancellation of the original installation date and City's foregoing failure to agree with Verizon. Verizon will make commercially reasonable efforts to mitigate costs associated with the delay.

3.4 **VoIP Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VOIP transmissions over the Verizon Facilities. To the extent such regulations apply, Customer shall comply with such regulations as applicable.

3.5 **Broadband Term.** If the City has not elected to renew pursuant to General Terms Section 3.1.1 (Renewal), at the end of the initial Broadband Access Service term for each circuit, the Broadband service will continue on a month-to-month basis until terminated by either Party on at least ninety (90) days' advance written notice.

4. SERVICE LEVEL AGREEMENT

No service level agreements are included with Broadband except when Broadband is combined with Wireless Backup in the U.S. only.

5. FINANCIAL TERMS

5.1 **Details.** Customer will pay the monthly recurring charges (MRCs), which are fixed for the Service Commitment and non-recurring charges (NRCs) for Broadband as specified in the Pricing attachment below. Customer will also pay additional MRCs, which are fixed for the Service Commitment and NRCs for any optional features that may be applicable to the particular Broadband service and subscribed to in this Contract that the City opts to purchase as



specified in the Order for any such purchase. MRCs will be charged in advance. On the invoice delivered to Customer, Broadband service will be identified as "Access-Broadband Access" and "Broadband".

5.2 **Missed Appointment Charge.** If Verizon reasonably documents that Customer has scheduled and missed an appointment for a technician to install equipment or perform maintenance at a Customer Site, Customer may be subject to a commercially reasonable missed appointment charge.

6. **DEFINITIONS.** The following definitions apply to Broadband, in addition to those identified in the General Terms.

Term	Definition
ASN	Autonomous System number
ISDN	Integrated Services Digital Network
PSTN	Public Switched Telephone Network
Verizon Wireless	Cellco Partnership d/b/a as Verizon Wireless

Customer Premises Equipment and Related Services / Customer Premises Equipment and Related Services +

1. GENERAL

- 1.1 Service Definition
- 1.2 Platforms

2. AVAILABLE VERSIONS OF CPE AND RELATED SERVICES

- 2.1 Equipment Procurement
- 2.2 Deployment Services
- 2.3 [Reserved]
- 2.4 Optional Service Features
- 2.5 Maintenance Services
- 2.6 Third Party - Services

3. SUPPLEMENTAL TERMS

- 3.1 [Reserved]
- 3.2 Title and Security Interest
- 3.3 Risk of Loss
- 3.4 Acceptance and Service Activation
- 3.5 Cancellation
- 3.6 Deployment Coverage
- 3.7 Warranty
- 3.8 [Reserved]
- 3.9 Customer Obligations
- 3.10 Hazardous Substances and Conditions
- 3.11 Export, Import and Sanctions Compliance
- 3.12 CPE Manufacturer End of Support
- 3.13 MRP-Specific Terms

4. COUNTRY SPECIFIC PROVISIONS FOR SYSTEMS AND CPE SERVICES

- 4.1 United States – Health Care Information and Compliance

5. FINANCIAL TERMS

- 5.1 Charges
- 5.2 Additional Charges
- 5.3 Maintenance of Unsupported Systems
- 5.4 Unreturned Replaced Parts
- 5.5 Troubleshooting Dispatch Charges
- 5.6 Customer Network
- 5.7 Moves, Modifications or Changes

6. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** With Customer Premises Equipment (CPE) and Related Services, Verizon will provide Customer (a) title or use of CPE and license for Software (collectively, a System), and (b) related Deployment and Maintenance for Systems or for Customer-furnished equipment (CFE), subject to availability.

1.2 **Platforms.** The terms of this Service Terms apply to Optimized Service (denoted with a + and sometimes referred to as Rapid Delivery).

2. **AVAILABLE VERSIONS OF CPE AND RELATED SERVICES:** Verizon offers three versions of CPE and Related Services:

Equipment Procurement, Deployment Services and Maintenance Services:**2.1 Equipment Procurement**

2.1.1 **Service Definition.** With Equipment Procurement, Verizon will provide a System to Customer – through a monthly recurring plan (MRP).

2.1.2 **MRP.** Monthly Recurring Plan. With MRP, Verizon will purchase and provides Customer use of hardware and a license for its software, with Customer management of CPE.

2.2 Deployment Services

2.3 [reserved]

2.3.1 **Service Definition.** With Deployment Services, Verizon provides staging, installation, implementation, move/add/change, de-installation, and/or custom services ordered by Customer.

2.3.2 **Standard Service Features.** Verizon provides Deployment Services in a timely manner, during Business Hours, and will make reasonable efforts to meet Customer-requested dates.

2.3.2.1 **Basic Staging.** With Basic Staging, Verizon will stage and then ship the System to the Customer Site(s). Verizon will unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system updates, apply Customer-provided asset tags, power-up test, repackage, and ship (as applicable).

2.4 [reserved]

2.4.1 **Optional Service Features.** Customer may order any of the Deployment Service features below independently of any other, except for Basic and Enhanced Staging, which are alternative forms of the same feature.

2.4.1.1 **Enhanced Staging.** Enhanced Staging includes all of the features of Basic Staging plus Verizon will configure the System as requested by Customer.

2.4.1.2 **Installation.** With Installation, Verizon will install the System at the Customer Site(s), verify System power-up and operation of network interfaces. Installation will be performed during Business Hours.

2.4.1.3 **Implementation.** With Implementation, Verizon will install System elements required for the relevant Verizon managed network services as shown in an Order. Verizon also will perform on-Site tests to ensure management applications are properly applied and operational.

2.4.1.4 **Move, Add, Change (MAC)**



- **Move.** For moves, Verizon will de-install the Customer designated equipment from the current designated Customer Site and then install the same equipment in the new designated Customer Site within the same building as shown in the applicable Service Order. Customer will provide packaging to protect the equipment to be moved.
- **Add.** For adds, Verizon will install the System at the Customer Site.
- **Change.** For Customer - requested changes, Verizon will deliver the System components required to implement the requested change to the Customer Site.

2.4.1.5 **De-installation.** With De-installation Services, Verizon will power down and pack equipment in Customer-provided packaging. Premises cables will be left in place.

2.4.1.6 **Custom.** Custom Deployment Services are provided as described in a statement of work (SOW) agreed upon under these Service Terms.

2.4.1.7 **Customer-Furnished Equipment (CFE).** Verizon will provide Deployment Services for approved CFE, which is treated as a System for that purpose.

2.5 **Maintenance Services.** Verizon will provide Verizon-branded Maintenance.

2.5.1 **Verizon-branded Maintenance (Verizon Care)**

2.5.1.1 **Service Definition.** With Verizon Care, Verizon will repair or replace defective covered Systems.

2.5.1.2 **Standard Service Features.** Verizon offers five levels of Verizon Care, as indicated below.

Verizon Care

Support Level	Response Time
24 x 7 Onsite	4 hours
24 x 7 Remote	4 hours
8 x 5 Onsite	Next Business Day
8 x 5 Remote	Next Business Day
8 x 5 Remote	Reasonable Efforts

- Verizon will isolate System defects of which it has received notice.
- Verizon will repair or replace defective Systems or parts as needed.
- Where Systems or parts are replaced, Verizon will use new or like new replacements of like kind and functionality from a manufacturer of Verizon's choice.
- Verizon will restore the System to its prior working condition, except that Verizon will restore software to the last configuration implemented by Verizon, or to a later

configuration if provided to Verizon by Customer.

- Verizon will provide Verizon Care during the period of time that the manufacturer supports the affected System. After that, Verizon will use reasonable efforts to provide Verizon Care until Customer upgrades or replaces the affected System.
- **Fault Monitoring.** Fault Monitoring is available for approved devices at no additional charge. Verizon will monitor temperature, power and fan operation against Verizon-defined thresholds. Verizon will e-mail a notification of fault to Customer. Customer may open a trouble-ticket at its discretion. Customer may enable CE monitoring services by provisioning and configuring their router for SNMP polling and providing CE IP address and read-only community strings. The fault monitoring service includes an analytics dashboard that is accessible via the Verizon Enterprise Center.

2.5.1.3 **Optional Service Features**

- **Customer - Furnished Equipment.** For CFE, Verizon will provide Verizon Care for approved CFE, which is treated as a System for maintenance purposes.

2.5.1.4 **Optimized Service - Only Optional Features - Maintenance Reporting (which is also known as Verizon Advanced Care Reporting).** With Maintenance Reporting, Verizon provides reports on the Customer's installed Cisco network equipment inventory under Verizon Care.

2.6 **Third Party – Services**

2.6.1 **Service Definition.** With Third Party Services, a vendor (as Verizon's subcontractor, a Third Party) provides maintenance or other services to Customer at the level of service indicated in the applicable third party service agreement (TPSA) and end user license agreement (EULA), subject to the general terms of Customer's Agreement with Verizon.

2.6.2 **Standard Service Features.** The TPSA and EULA govern Customer's use of, and access to, the relevant Third Party Services, are agreements directly established between Customer and Third Party and are generally available on the vendor's website, as it may be updated from time to time. When ordering Third Party Services, Customer acknowledges having read and accepted the applicable TPSA and EULA.

2.6.3 If a third party provides notice to Verizon that Customer has breached the TPSA and/or EULA, Verizon will have the right to terminate the applicable Third Party Service. A partial list of current Third Parties is provided below along with some links to associated TPSAs or EULAs. From time to time, other TPSAs or EULAs may be provided to Customer by Verizon in accordance with a Service Order or via the Third Party's website.

- **Cisco Services.** www.cisco.com/go/servicedescriptions/
- **Juniper Services.** www.juniper.net/support/guidelines/990216.pdf
- **Polycom Services.** www.polycom.com
- **Riverbed Services.** www.riverbed.com/license
- **Ribboncommunications.** www.ribboncommunications.com/
- **MobileIron.** MobileIron server software may only be installed in Customer owned, maintained and/or controlled servers housed on Customer's premise, or in data center space controlled by a third party, located within the United States.
- **VMware.** https://www.vmware.com/support/converter_starter.html and <https://www.vmware.com/company/labs-academic-software/vmap-eula.html> Customer's acceptance of a Service Order containing VMware software represents agreement to license such VMware software under the applicable VMware EULA. Maintenance and Support is included as part of manufacturer's subscription license plan or at an additional annual fee under a perpetual license model as shown in a Service Order. In the case of a perpetual license, annual Maintenance and Support commences upon delivery of the software.
- **Actifio.** For EULA please see actifio.com/eula. Also for TSPA see www.actifio.com/resources/actifio-support-and-maintenance-policy/ for Actifio support and maintenance and www.actifio.com/resource-center/ for Actifio hardware, software and services descriptions.
- **SecureLogix Corp.** <https://securelogix.com/services>
- **Versa Networks.** <https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf>

3. **SUPPLEMENTAL TERMS**

3.1 **[Reserved]**

3.2 **Title and Security Interest**

3.2.1 **MRP.** Title and security interest terms for MRP transactions are located in the "Title and Security for Systems Under MRP" section below, Section 3.13.6.

3.2.2 **Maintenance.** For Systems to which Customer holds title, upon replacement, Customer will hold title to the exchanged unit and Verizon will hold title to the replaced System or the part of a System that was replaced.

3.3 **Risk of Loss**

3.3.1 **Risk of Loss to a System.** To the extent Customer has control of a System, risk of loss or damage to a System passes to Customer when delivered to the Customer Site. Customer will give notice to Verizon if the System is lost or damaged as soon as Customer becomes aware of it.

3.3.2 **Risk of Loss to Customer Furnished Equipment.** Risk of loss or damage to CFE passes to Verizon when delivered to the Verizon-

designated location, or Verizon takes shipping responsibility, whichever is earlier. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer when delivered to the Customer Site or Customer takes shipping responsibility, whichever is earlier.

- 3.4 **Acceptance and Service Activation.** With respect to Deployment Services, the Service Activation Date for a System occurs upon Customer Acceptance. Customer will test the System and either accept or reject it within thirty (30) days after installation (the Test Period). Customer accepts the System by signing the Verizon-provided acceptance document or other mutually-agreed procedure (Customer Acceptance). Customer rejects the System by giving Verizon written notice of its specific material failure. Verizon will resolve within 10 days any issues documented by Customer during the Test Period. If during the Test Period, Customer does not reject the System, or begins using it for non-testing purposes, Customer will be deemed to have accepted the System after the ending of the Test Period. In no event shall Customer be obligated to pay for Service unless or until Customer accepts the Service or has been deemed to have accepted in accordance with this Section 3.4. The corrective action process described above will continue to be followed until Customer Acceptance.
- 3.5 **Cancellation.** A Customer cancelling any Service Order or a SOW for convenience before it has been accepted is subject to cancellation charges, based on the stage the CPE Services or System has reached toward such acceptance, which may include charges: (i) for all System elements and CPE Services provided up to the date of cancellation; (ii) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling purchase orders, shipping charges for the return of System elements, if permitted by Verizon, removal of System elements and other contractual obligations made by Verizon to meet its obligations under the Contract, and (iii) a restocking fee of 35% of the price of the System, as shown on the applicable quote, Service Order or SOW, for any System elements returned, provided such return is permitted by the provider of the System element, and as authorized by Verizon. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty.
- 3.6 **Deployment Coverage.** Verizon can only provide standard Deployment Service where the installation location is 12 feet or less from the ground or floor.
- 3.7 **Warranty**
- 3.7.1 **CPE Services.** Verizon warrants it will perform the CPE Services (excluding Third Party Services) under these Service Terms in a good and workmanlike manner. Verizon will be provided an opportunity to re-perform any defective work.
- 3.8 **[Reserved]**
- 3.8.1 **Systems.** Verizon is not the manufacturer or licensor of the System but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by the

manufacturers which are capable of being transferred or passed through, provided that, under the maintenance services, Verizon will be responsible for obtaining service under the manufacturer warranties, and Verizon will be the City's single point of contact for obtaining warranty service from the manufacturer. In the event that Verizon fails to timely obtain warranty service from the manufacturer, the City shall have the option to contact the manufacturer directly.

3.8.2 CPE Deployment Services Warranties. Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of 30 days after installation unless the failure of the cables and connectors is caused by Customer's misuse or abuse.

3.9 Customer Obligations. In order for Verizon to provide CPE and related Services quickly and effectively, Customer will do the following:

- Immediately notify Verizon of any anticipated delay caused by Customer or its agents in implementing the Order.
- Provide System interconnection requirements, non-Verizon facilities and permits.
- Except to the extent caused by Verizon's acts or omissions, be responsible for (i) repairs or replacement necessitated by accident, casualty, neglect, misuse, intentional acts, harmful code (i.e., any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data) or any cause other than normal use of the System; (ii) damage caused by Customer, Customer facilities; and (iii) use of the System with any other device or system not supplied or approved by Verizon, or any use of any part of the System in a manner not recommended by a manufacturer.
- Designate an authorized point of contact.
- With respect to Maintenance Services:
 - Return replaced parts within 15 Business Days, at Verizon's expense.
 - Ensure System is not moved or modified by anyone other than a Verizon representative.
 - Allow Verizon to inspect, test, repair, and replace System(s), including suspending normal operations of the System to do so. Verizon will use reasonable efforts to minimize the impact of its work on Customer's network.
 - Provide remote connectivity which Verizon can use to quickly and remotely diagnose all Systems under a Maintenance Service.
 - Notify Verizon immediately in writing of any material modifications made to Customer's network, and provide Verizon with information reasonably requested in order to perform Maintenance Service(s).
 - Maintain back-up copies of the original software, current platform configurations, and operating system and make copies available to Verizon when requested to aid in troubleshooting and/or problem resolution.

3.10 Hazardous Substances and Conditions. Customer certifies to the best of its knowledge that it is not aware of the presence of any unremediated asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) or hazardous conditions at any Customer

Site. If Verizon representatives encounter any such hazardous substance or condition, Verizon may immediately suspend performance of Services and Customer agrees to take all necessary steps to remediate such hazardous substance or condition, at its own expense. If Customer does not adequately remediate the hazardous substance or condition, Verizon may terminate or refuse to provide Service to the applicable location.

3.11 **Export, Import and Sanctions Compliance**

3.11.1 **Compliance Obligations.** Consistent with its obligation to comply with applicable law, including restrictions on the export, import, and use of certain hardware, software, and technical data provided under these Service Terms, in particular Customer commits not to:

- export, re-export, transfer or retransfer the System and/or CPE Services without first complying fully with all applicable export laws and obtaining any and all required export, import and/or sanctions licenses.
- conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable laws, or for any end-use prohibited under applicable law without complying fully with all applicable law and obtaining any and all required export, import and/or sanctions licenses.

3.11.2 [reserved]

3.11.3 **Exclusion of CISG.** The United Nations Convention for the International Sale of Goods does not apply.

3.12 **CPE Manufacturer End of Support.** In the event the manufacturer of the CPE covered by these Service Terms discontinues a piece of CPE, and/or the associated support of such CPE, Verizon will only be obligated to provide CPE Services on the affected CPE for the period of time that the manufacturer continues to support such CPE or the 60-month term of this Service Attachment. At the end of such period Verizon will cease to support such CPE, but will use reasonable efforts to provide CPE Services on the affected CPE until Customer upgrades or replaces such CPE.

3.13 **MRP-Specific Terms**

3.13.1 **System Use.** Customer may use a System only on a Customer Site or co-located in Verizon's facilities. The System must be dedicated to use for Customer's benefit and only for Verizon Services in accordance with Verizon's reasonable instructions from time to time. All moves, modifications, or relocations of a System must be performed by Verizon. Systems may not be moved across international borders. Customer is eligible for to obtain MRP for Equipment Procurement, as the Customer is also purchasing Verizon Deployment with Staging and Implementation and Maintenance Service as set forth in Section 3 of the Pricing section below.

3.13.2 **Financing Commitment**

- 3.13.3 **Definition.** The financing obligation of the Customer for payment of capital CPE costs as described in Section 3.2 “Customer Specific Pricing.”
- 3.13.4 [reserved]
- 3.13.5 **Term.** The duration of the Financing Commitment for the System in any Service Order pursuant to this Service Attachment shall be sixty (60) months subject to Section 3.5 Broadband Term, above.
- 3.13.6 **Title and Security for Systems under MRP.** With MRP, Customer does not have title to the System or any of its sub-element. Only during MRP, Customer waives and releases any right, title and interest that it may have in a System, other than its right to use the System.
- 3.13.7 **Event of Loss.** Customer will promptly notify Verizon in writing if any item of the System becomes unfit or unavailable for use (e.g. lost, stolen, damaged, or destroyed) (an Event of Loss). Customer may choose to repair or restore the System to the condition it had prior to the Event of Loss, or replace the damaged System with Like Equipment, each at Customer’s cost and expense. Otherwise, Customer will pay Verizon within 60 days after such Event of Loss the System Casualty Value as of the date of the Event of Loss, and title to the damaged System will pass to Customer upon such payment. Like Equipment is equipment which (a) has been manufactured by the same manufacturer as the System; (b) is of the same type and model as the System (or the manufacturer’s equivalent type and model), with all engineering changes incorporated as specified by the manufacturer; (c) has an equal or greater market value as the System Element replaced by Like Equipment; and (d) meets all requirements for the System as set forth in the Service Order or these Service Terms. System Casualty Value is an amount equal to (i) the present value of all remaining monthly recurring charges (MRCs) for the System, or affected element, from the date of the Event of Loss through the end of the Financing Commitment, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or affected element, as provided by Verizon promptly after its receipt of a notice of Event of Loss.
- 3.13.8 **Condition of the System.** Verizon Care is included in the price as set forth in Section 3 of the Pricing section. The System is required to be covered by Verizon Care for the duration of the Financing Commitment or its renewal.
- 3.13.9 **No Customer Assignment; Lien.** Customer will not: (a) assign, transfer or otherwise dispose of any System or its individual elements, or any right or obligation relating to the System or CPE Services under these Service Terms, (b) provide a right of use of any of the System and CPE Services to any other person, (c) permit the System and CPE Services to be under the dominion and control of any other person, or any maintenance provider acting on behalf of Customer other than Verizon, or (d) create, incur, or permit to exist any security

interest, lien or encumbrance with respect to any System.

- 3.13.10 **Insurance.** The City is self-insured against claims to persons or property subject to the immunities, rights and defenses available to it in accordance with the provisions of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541, et seq., as amended.
- 3.13.11 **Early Termination.** Early Termination is governed by the General Terms, Section 3.4.3.
- 3.13.12 **Return of Equipment.** Upon any termination of MRP, Customer will return the complete System at its expense, to Verizon or Verizon's designee so that it is received: (i) no later than 30 Business Days after the termination is effective; and (ii) at the location as provided in writing by Verizon and in the condition provided below. In the event the manufacturer of the System has discontinued support and/or the manufacturer's end of life date has been reached making the System no longer commercially viable, Customer may request permission from Verizon to dispose of the System rather than shipping the System. Verizon will not unreasonably withhold approval. Customer is solely responsible for wiping clean all sensitive Customer data from the System before disposal. If Customer fails to return the System within the above time period, then that failure constitutes Cause.
- 3.13.13 **Condition of Returned Equipment.** When a System is returned to Verizon or its designee, Verizon will cause the System to be inspected and certified acceptable for the manufacturer's maintenance service. If Verizon and Customer agree that the System is not in good repair, condition and working order, excluding ordinary wear and tear, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing the System up to that status, but not in excess of the System Casualty Value as set forth in Section 3.13.7.
- 3.13.14 **End of MRP Financing Commitment.** At the end of the Financing Commitment as set forth in Section 3.13.2 above, the MRP Services will continue until terminated by either Party, with or without Cause, effective 90 days after written notice of termination is given to the other Party subject to Section 3.1.1 (Renewal) of the General Terms.

4. COUNTRY SPECIFIC PROVISIONS FOR SYSTEMS AND CPE SERVICES

- 4.1 **United States - Health Care Information and Compliance.** Customer agrees not to cause, or otherwise request that Verizon create, receive, maintain or transmit protected health information (as defined under United States law at 45 C.F.R. § 160.103) for or on behalf of Customer in connection with this service or in any manner that would make Verizon a business associate (as defined under United States law at 45 C.F.R. § 160.103) to Customer. Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer's breach of this clause.

5. FINANCIAL TERMS

- 5.1 **Charges.** Customer will pay the charges including but not limited to import duties, freight, and shipping and delivery (which may be identified as landed costs), for the System and CPE Services as set forth in the Pricing section below.
- 5.2 **Additional Charges**
- 5.2.1 **Training Costs.** If Customer needs Verizon to follow Customer Site safety or security requirements that require training, Customer agrees to pay Verizon for that training time at Verizon's then current labor rate.
- 5.2.2 **Overtime.** If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its applicable labor rate, as reflected in the Service Order or as otherwise advised to Customer.
- 5.2.3 **Out of Scope Work.** If Customer requests Verizon perform services at locations beyond those listed in Exhibit A or outside the scope of the defined CPE Deployment Services or Maintenance (such as inside wiring), Customer will pay Verizon its then current prevailing labor rate for travel, and/or time and material labor rate.
- 5.2.4 [Reserved]
- 5.2.5 **Delays.** Documented delays impacting CPE Services which result from Customer's action or inaction and are within Customer's control, including wait time in excess of one (1) hour at the Customer Site without notification from Customer, may result in an additional charge, rescheduling fees and/or storage fees where Verizon stores Systems.
- 5.3 **Maintenance of Unsupported Systems.** If Verizon agrees to continue providing Customer with Maintenance Service(s) after the manufacturer stops supporting a System, Customer agrees to pay reasonable additional charges to provide that service (e.g., for manufacturer imposed charges or additional level of effort). Verizon will provide Customer with a Service Order which will include the charges.
- 5.4 **Unreturned Replaced Parts.** If Customer doesn't return a replaced part within 15 business days, it will pay Verizon's current list price for the part.
- 5.5 **[reserved]**
- 5.6 **Customer Network.** If Customer modifies its network and such modifications cause Verizon a material increase in the cost of Verizon's performance of CPE Services, Verizon may increase the fees upon prior written notice to Customer.
- 5.7 **Moves, Modifications or Changes.** Moves, modifications, or changes of a System performed by Verizon are subject to an additional charge as provided in a Service Order or as otherwise advised to Customer. After a move, modification or change, the MRC for the System may change as a result of tax or other considerations and the new MRC will be shown on the Service Order.
6. **DEFINITIONS.** The following definitions apply to CPE as a part of deployment services only in addition to those identified in the Master Terms and the administrative charge



definitions set forth in this Agreement.

Term	Definition
Business Hours	Means the hours of 8:00 a.m. and 5:00 p.m. local time, during a Business Day.
Overtime	Means work extending beyond Business Hours.
Weekend and Holiday Hours	Means hours of work other than Business Hours and Overtime.



PRICING

(Quote ID : 212310481 version: 2)

- 1. COMMITMENTS.** Customer agrees to the following pricing terms, as further described in the General Terms. Additional commitments may be set out in the Service Order Form details.

Volume Commitments	
Volume Commitment Period (months)	60

PRICEBOOK PRICING

On-line pricing is fixed for the commitment period, unless otherwise stated.

PRICEBOOK TERMS:

- 1. OPTIMIZED SERVICES.** For new orders after the execution of this U.S. Services Agreement, the rates, charges and discounts set forth below will be effective immediately upon install, unless otherwise stated below.

NEW SERVICE(S)

- 1. ACCESS + (OPTIMIZED)**

- 1.1 Service Charges**

Charges
Order-based pricing is provided in the Service Order Form.

- 1.2 Customer Specific Pricing.** Customer will receive the following fixed charge(s) for Broadband Access for the locations identified in 1.3 below. Pricing for additional locations will be determined at the time of order.

Service	MRC (USD)	NRC (USD)
Broadband Access - 150 Mbps - Broadband Fiber ¹	59.00	0.00
Broadband Access – 500 Mbps - Broadband Fiber ¹	89.00	0.00
Broadband Access - 1 Gbps - Broadband Fiber ¹	189.00	0.00
Additional Information:		
¹ Speeds at each Customer site will be confirmed by Verizon during the provisioning process.		

- 1.3 Broadband Locations.** Customer may order Broadband at the above rates at the locations identified in **Exhibit A – Broadband Access Locations**, attached hereto. Customer may order Broadband service at additional locations during



the term of the contract and pricing for those additional locations will be determined at the time of order.

2. **BROADBAND + (OPTIMIZED)**

2.1 **Customer Specific Pricing.** Customer will receive the following fixed charge(s) for Broadband + for the term of the contract. Additional Broadband+ pricing not listed below will be determined at the time of order.

Service	MRC (USD)	NRC (USD)
IP Addresses - 1 Static IPv4(/30)	20.00	N/A

3. **CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES + (OPTIMIZED)**

3.1 **Service Charges**

Charges
Order-based pricing is provided in the Service Order Form.

3.2 **Customer Specific Pricing.** Customer will receive the following fixed charge(s) for Customer Premises Equipment and Related Services + for orders placed by December 31, 2024. Labor identified below is Installation and Basic Staging.

SMALL SITE: MX68 ROUTER, MR36 APs, LICENSES

Service Commitment: 60 Months

Customer Premises Equipment and Related Services +	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - MR36-HW - Meraki MR36 Wi-Fi 6 Indoor AP - Included	1	10.50	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MR36-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - LIC-ENT-5YR - Meraki MR Enterprise License, 5YR - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION	2	9.84	N/A
Equipment - Monthly Recurring Plan (MRP) - MR36-HW - Meraki MR36 Wi-Fi 6 Indoor AP - Included	1	10.50	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MR36-HW - Included	1	Included	N/A



Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Equipment - Monthly Recurring Plan (MRP) - MX68-HW - Meraki MX68 Router/Security Appliance - Included	1	23.22	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MX68-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - LIC-MX68-SEC-5YR - Meraki MX68 Advanced Security License and Support, 5YR - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION	1	15.82	N/A
Delivery Charges			
Shipping and Handling		N/A	0.00
CPE and Related Services Total (USD) excluding taxes, Verizon surcharges and fees		69.88	0.00
Additional Information:			
¹ Includes Basic Staging.			

MEDIUM SITE: MX75 ROUTER, MR36 APs, LICENSES

Service Commitment: 60 Months

Customer Premises Equipment and Related Services +	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - MR36-HW - Meraki MR36 Wi-Fi 6 Indoor AP - Included	1	10.50	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MR36-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Equipment - Monthly Recurring Plan (MRP) - MR36-HW - Meraki MR36 Wi-Fi 6 Indoor AP - Included	1	10.50	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MR36-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - LIC-ENT-5YR - Meraki MR Enterprise License, 5YR - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION	2	9.84	N/A



Equipment - Monthly Recurring Plan (MRP) - MX75-HW - Meraki MX75 Router/Security Appliance - Included	1	41.89	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MX75-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - LIC-MX75-SEC-5Y - Meraki MX75 Advanced Security License and Support, 5YR - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION	1	38.26	N/A
Delivery Charges			
Shipping and Handling		N/A	0.00
CPE and Related Services Total (USD) excluding taxes, Verizon surcharges and fees		110.99	0.00
Additional Information:			
¹ Includes Basic Staging.			

LARGE SITE: MX95 ROUTER, MS120 SWITCH, MR36 APs, LICENSES

Service Commitment: 60 Months

Customer Premises Equipment and Related Services +	Quantity	MRC (USD)	NRC (USD)
Equipment - Monthly Recurring Plan (MRP) - MR36-HW - Meraki MR36 Wi-Fi 6 Indoor AP - Included	1	10.50	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MR36-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - LIC-ENT-5YR - Meraki MR Enterprise License, 5YR - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION	2	7.93	N/A
Equipment - Monthly Recurring Plan (MRP) - MR36-HW - Meraki MR36 Wi-Fi 6 Indoor AP - Included	1	10.50	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MR36-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Equipment - Monthly Recurring Plan (MRP) - MX95-HW - MERAKI MX95 ROUTER/SECURITY APPLIANCE - Included	1	96.68	N/A



Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MX95-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - LIC-MX95-SEC-5Y - Meraki MX95 Advanced Security License and Support, 5YR - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION	1	97.06	N/A
Equipment - Monthly Recurring Plan (MRP) - MS120-8FP-HW - Meraki MS120-8FP 1G L2 Cloud Managed 8x GigE 124W PoE Switch - Included	1	23.40	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VZ CARE MAINT 24X7 ONSITE 4-HOUR - for - MS120-8FP-HW - Included	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION - STAGING AND DEPLOYMENT ONLY - Included ¹	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - LIC-MS120-8FP-5YR - Meraki MS120-8FP Enterprise License and Support, 5 Year - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION	1	1.53	N/A
Delivery Charges			
Shipping and Handling		N/A	0.00
CPE and Related Services Total (USD) excluding taxes, Verizon surcharges and fees		247.60	0.00
Additional Information:			
¹ Includes Basic Staging.			

Summary Pricing Table	
Scope Description	Monthly Recurring Cost
Small Site	
150M Broadband - MRC	\$ 59.00
IP Addresses - 1 Static IPv4(/30) - MRC	\$ 20.00
Circuit - NRC	\$ -
CPE (HW, 5-YR Service License, VZ Care Maintenance, Basic staging and Deployment) - MRC	\$ 69.88
Shipping and Handling - NRC	\$ -
Total Per Site - MRC	\$ 148.88
Total Per Site - NRC	\$ -
Medium Site	
500M Broadband - MRC	\$ 89.00
IP Addresses - 1 Static IPv4(/30) - MRC	\$ 20.00



Circuit - NRC	\$	-
CPE (HW, 5-YR Service License, VZ Care Maintenance, Basic staging and Deployment) - MRC	\$	110.99
Shipping and Handling - NRC	\$	-
Total Per Site - MRC	\$	219.99
Total Per Site - NRC	\$	-
Large Site		
1G Broadband - MRC	\$	189.00
IP Addresses - 1 Static IPv4(/30) - MRC	\$	20.00
Circuit - NRC	\$	-
CPE (HW, 5-YR Service License, VZ Care Maintenance, Basic staging and Deployment) - MRC	\$	247.60
Shipping and Handling - NRC	\$	-
Total Per Site - MRC	\$	456.60
Total Per Site - NRC	\$	-

Exhibit A – Broadband Access Locations

Street Address	CITY	STATE	ZIP CODE
13 Hog Island Road	Philadelphia	PA	19153
8000 Essington Ave	Philadelphia	PA	19153
1 SCOTT WAY	Philadelphia	PA	19113
8800 Essington Ave	Philadelphia	PA	19153
8200 Enterprise Ave	Philadelphia	PA	19153
8201 Tinicum Ave	Philadelphia	PA	19107
4269 Island Ave	Philadelphia	PA	19153
7992 Penrose Ferry Road	Philadelphia	PA	19153
7800 Penrose Ferry Road	Philadelphia	PA	19153
4500 S Broad Street	Philadelphia	PA	19107
3061 Island Ave	Philadelphia	PA	19107
25 PATTISON AVE	Philadelphia	PA	19107
7999 Mars Place	Philadelphia	PA	19153
1700 Pattison Avenue	Philadelphia	PA	19145
1800 Pattison Avenue	Philadelphia	PA	19145
20th & Pattison	Philadelphia	PA	19145
7700 Elmwood Avenue	Philadelphia	PA	19153
6930 Norwitch Drive	Philadelphia	PA	19153
6750 LINDBERGH BLVD	Philadelphia	PA	19142
18th and Bigler Street	Philadelphia	PA	19145
300 W Shunk Street	Philadelphia	PA	19148
6900 Grovers Avenue	Philadelphia	PA	19142



Street Address	CITY	STATE	ZIP CODE
2800 S 20th Street	Philadelphia	PA	19145
2600 S 13th Street	Philadelphia	PA	19148
3033 S 63 Street	Philadelphia	PA	19153
3100 Passyunk Ave	Philadelphia	PA	19145
200 SNYDER AVE	Philadelphia	PA	19148
400 Snyder Ave	Philadelphia	PA	19148
2301 S 24th Street	Philadelphia	PA	19145
3015 S 61 Street	Philadelphia	PA	19146
1540 Jackson Street	Philadelphia	PA	19145
2500 Jackson Street	Philadelphia	PA	19145
6438 Woodland Ave	Philadelphia	PA	19142
6448 Woodland Ave	Philadelphia	PA	19142
2100 S 24th Street	Philadelphia	PA	19145
1033 MIFFLIN Street	Philadelphia	PA	19148
1930 S Broad Street	Philadelphia	PA	19145
6700 Regent Street	Philadelphia	PA	19142
1025 Mifflin Street	Philadelphia	PA	19148
1835 S. Broad Street	Philadelphia	PA	19148
1700 S Broad Street	Philadelphia	PA	19145
213 Reed Street	Philadelphia	PA	19147
1430 E Passyunk Avenue	Philadelphia	PA	19147
2601 Morris Street	Philadelphia	PA	19145
1101 Front Street	Philadelphia	PA	19147
1100 Wharton Street	Philadelphia	PA	19147
1357 S 12th Street	Philadelphia	PA	19147
1 Washington Ave	Philadelphia	PA	19147
1200 Wharton Street	Philadelphia	PA	19147
400 Washington Avenue	Philadelphia	PA	19147
9th & Federal Streets	Philadelphia	PA	19147
5800 Chester Avenue	Philadelphia	PA	19143
129 Carpenter Street	Philadelphia	PA	19147
2300 Wharton Street	Philadelphia	PA	19146
5100 Grays Ave	Philadelphia	PA	19143
5101 Grays Ave	Philadelphia	PA	19143
1400 S 32nd Street	Philadelphia	PA	19146
1200 S 20th Street	Philadelphia	PA	19146
2000 Federal Street	Philadelphia	PA	19107
4900 Botanic Ave	Philadelphia	PA	19143
1231 S 30th Street	Philadelphia	PA	19146
1834 Ellsworth Street	Philadelphia	PA	19146
1200 Carpenter Street	Philadelphia	PA	19147
3031 Grays Ferry Ave	Philadelphia	PA	19107



Street Address	CITY	STATE	ZIP CODE
700 S 9th Street	Philadelphia	PA	19147
776 S 17TH Street	Philadelphia	PA	19146
740 S 17th Street	Philadelphia	PA	19146
711 S Broad Street	Philadelphia	PA	19107
601 South Street	Philadelphia	PA	19147
1400 S. 47th Street	Philadelphia	PA	19143
600 Lombard Street	Philadelphia	PA	19147
905 South Street	Philadelphia	PA	19147
1020 Lombard Street	Philadelphia	PA	19147
780 Schuylkill Ave	Philadelphia	PA	19107
801 S 52nd Street	Philadelphia	PA	19143
305 S 13th Street	Philadelphia	PA	19107
601 Walnut Street	Philadelphia	PA	19106
400 S Taney St	Philadelphia	PA	19146
728 S 55TH Street	Philadelphia	PA	19143
555 S 43 Street	Philadelphia	PA	19104
660 Chestnut Street	Philadelphia	PA	19106
123 S Broad Street	Philadelphia	PA	19109
100 S Broad Street	Philadelphia	PA	19110
1339 Chestnut Street	Philadelphia	PA	19107
321 S University Ave	Philadelphia	PA	19104
10115 N 4th Street	Philadelphia	PA	19106
2401 Walnut Street	Philadelphia	PA	19103
700 Cobbs Creek Parkway	Philadelphia	PA	19143
1234 MARKET Street	Philadelphia	PA	19107
1101 Market Street	Philadelphia	PA	19107
239 Arch Street	Philadelphia	PA	19106
1400 John F Kennedy Blvd	Philadelphia	PA	19107
600 Arch Street	Philadelphia	PA	19106
1601 Market Street	Philadelphia	PA	19103
145 N 2nd Street	Philadelphia	PA	19107
1628 John F Kennedy Blvd	Philadelphia	PA	19103
1599 John F Kennedy Blvd	Philadelphia	PA	19102
1617 John F. Kennedy Blvd	Philadelphia	PA	19103
1880 John F Kennedy Blvd	Philadelphia	PA	19103
1401 John F Kennedy Blvd	Philadelphia	PA	19102
5510 Pine Street	Philadelphia	PA	19143
133 N 10th Street	Philadelphia	PA	19107
1425 Arch Street	Philadelphia	PA	19107
750 Race Street	Philadelphia	PA	19106
1515 Arch Street	Philadelphia	PA	19102
3940 Chestnut Street	Philadelphia	PA	19104



Street Address	CITY	STATE	ZIP CODE
4040 Chestnut Street	Philadelphia	PA	19104
5825 Spruce Street	Philadelphia	PA	19139
280 Cobbs Creek Parkway	Philadelphia	PA	19139
4221 Market Street	Philadelphia	PA	19104
250 S Cobbs Creek Parkway	Philadelphia	PA	19139
231 N 22nd Street	Philadelphia	PA	19103
502 N Columbus Blvd	Philadelphia	PA	19123
5557 Chestnut Street	Philadelphia	PA	19139
401 N Broad Street	Philadelphia	PA	19108
400 N Broad Street	Philadelphia	PA	19130
456 N 5TH Street	Philadelphia	PA	19123
240 Spring Garden Street	Philadelphia	PA	19107
3900 Lancaster Ave	Philadelphia	PA	19104
5901 Market Street	Philadelphia	PA	19139
4800 Haverford Ave	Philadelphia	PA	19104
4372 Haverford Avenue	Philadelphia	PA	19104
315 Fairmount Avenue	Philadelphia	PA	19123
4400 Haverford Ave	Philadelphia	PA	19104
3420 Haverford Ave	Philadelphia	PA	19104
3320 Haverford Avenue	Philadelphia	PA	19104
700 N 39th Street	Philadelphia	PA	19104
667 N BROAD Street	Philadelphia	PA	19123
1800 Wallace Street	Philadelphia	PA	19130
820 N 8th Street	Philadelphia	PA	19123
4700 Brown Street	Philadelphia	PA	19139
640 Waterworks Dr	Philadelphia	PA	19130
5100 Parrish Street	Philadelphia	PA	19139
670 Aquarium Drive	Philadelphia	PA	19130
5700 Haverford Avenue	Philadelphia	PA	19131
843 N 8TH Street	Philadelphia	PA	19107
732 N 36th Street	Philadelphia	PA	19104
1901 Fairmount Ave	Philadelphia	PA	19107
804 N BROAD Street	Philadelphia	PA	19130
338 N. 65th Street	Philadelphia	PA	19151
6500 Callowhill Street	Philadelphia	PA	19139
1 Boathouse Row	Philadelphia	PA	10130
1541 Parrish Street	Philadelphia	PA	19130
2400 KELLY Drive	Philadelphia	PA	19130
400 W Girard Ave	Philadelphia	PA	19123
321 W Girard Ave	Philadelphia	PA	19123
6059 Haverford Ave	Philadelphia	PA	19151
801 Lemon Hill Drive	Philadelphia	PA	19130



Street Address	CITY	STATE	ZIP CODE
1201 N 61Street Street	Philadelphia	PA	19151
615 E Girard Ave	Philadelphia	PA	19125
1222 E Montgomery Avenue	Philadelphia	PA	19125
2030 W Girard Ave	Philadelphia	PA	19107
147 W Master Street	Philadelphia	PA	19122
1431 N 6th Street	Philadelphia	PA	19122
1101 N 38th Street	Philadelphia	PA	19104
7050 Haverford Avenue	Philadelphia	PA	19151
6839 Lansdowne Avenue	Philadelphia	PA	19151
1415 N Broad Street	Philadelphia	PA	19122
1501 N 10th Street	Philadelphia	PA	19122
3199 W Girard AVE	Philadelphia	PA	19130
5200 Media Street	Philadelphia	PA	19131
1301 N 28th Street	Philadelphia	PA	19121
1517 Belmont Ave	Philadelphia	PA	19104
5433 Lansdowne Ave	Philadelphia	PA	19131
2559 Master Street	Philadelphia	PA	19121
5431 Lansdowne Avenue	Philadelphia	PA	19131
3805 Sweetbriar Lane	Philadelphia	PA	19131
4301 Parkside Ave	Philadelphia	PA	19107
4800 Parkside Ave	Philadelphia	PA	19107
1826 Blair Street	Philadelphia	PA	19125
1905 W Oxford Street	Philadelphia	PA	19121
1866 N Howard Street	Philadelphia	PA	19122
1832 N Howard Street	Philadelphia	PA	19122
2601 Belgrade Street	Philadelphia	PA	19125
1514 CECIL B MOORE AVE	Philadelphia	PA	19121
2100 Cecil B Moore Avenue	Philadelphia	PA	19121
4301 Lansdowne Avenue	Philadelphia	PA	19131
2102 W Cecil B Moore Avenue	Philadelphia	PA	19121
2600 Aramingo Avenue	Philadelphia	PA	19125
2320 W Cecil B Moore Ave	Philadelphia	PA	19121
2101 Cecil B Moore Ave	Philadelphia	PA	19107
1747 N 17th Street	Philadelphia	PA	19121
1951 N 60th Street	Philadelphia	PA	19151
1817 N 16th Street	Philadelphia	PA	19121
3000 Edgemont Street	Philadelphia	PA	19134
5300 Parkside Ave	Philadelphia	PA	19131
3500 Reservoir Drive	Philadelphia	PA	19121
3309 W Diamond Street	Philadelphia	PA	19132
3309 DIAMOND Street	Philadelphia	PA	19132
3201 Richmond Street	Philadelphia	PA	19134



Street Address	CITY	STATE	ZIP CODE
1900 N 20th Street	Philadelphia	PA	19121
800 Diamond Street	Philadelphia	PA	19122
1748 N 33 Street	Philadelphia	PA	19121
2879 Cedar Street	Philadelphia	PA	19134
100 N Horticultural Drive	Philadelphia	PA	19131
3901 N Delaware Ave	Philadelphia	PA	19137
1913 N 63 Street	Philadelphia	PA	19151
1700 West River Drive	Philadelphia	PA	19131
2110 W River Drive	Philadelphia	PA	19129
2120 Martin Luther King Drive	Philadelphia	PA	19131
4115 Montgomery Drive	Philadelphia	PA	19131
2600 W Glenwood Ave	Philadelphia	PA	19132
1101 W Susquehanna Avenue	Philadelphia	PA	19133
3267 Almond Street	Philadelphia	PA	19134
2610 E Westmoreland Street	Philadelphia	PA	19134
2426 N 2nd Street	Philadelphia	PA	19133
3895 RICHMOND Street	Philadelphia	PA	19137
2501 W Diamond Street	Philadelphia	PA	19121
2502 N Howard Street	Philadelphia	PA	19133
2326 N 15th Street	Philadelphia	PA	19132
301 W Cumberland Street	Philadelphia	PA	19133
2520 E Ontario Street	Philadelphia	PA	19107
2528 W Sedgley Avenue	Philadelphia	PA	19132
2501 W Sedgley Avenue	Philadelphia	PA	19132
2840 Dauphin Street	Philadelphia	PA	19132
2501 E TIOGA Street	Philadelphia	PA	19134
2115 W York Street	Philadelphia	PA	19132
3539 Gaul Street	Philadelphia	PA	19134
3900 Richmond Street	Philadelphia	PA	19137
2401 N 26th Street	Philadelphia	PA	19132
635 W Lehigh Ave	Philadelphia	PA	19133
2937 Boudinot Street	Philadelphia	PA	19134
2400 Strawberry Mansion Drive	Philadelphia	PA	19132
1952 E Allegheny Ave	Philadelphia	PA	19134
5301 Overbrook Avenue	Philadelphia	PA	19131
3850 Ford Road	Philadelphia	PA	19131
1813 E HILTON Street	Philadelphia	PA	19134
2901 N. 12th Street	Philadelphia	PA	19133
2761 North 22nd Street	Philadelphia	PA	19132
2900 N Park Ave	Philadelphia	PA	19107
3631 Amber Street	Philadelphia	PA	19134
4649 Richmond Street	Philadelphia	PA	19137



Street Address	CITY	STATE	ZIP CODE
2801 W Cambria Street	Philadelphia	PA	19147
3350 D Street	Philadelphia	PA	19134
3201 N 5th Street	Philadelphia	PA	19140
1701 Belmont Avenue	Philadelphia	PA	19131
4305 Monument Road	Philadelphia	PA	19107
3000 N 27th Street	Philadelphia	PA	19132
4750 Richmond Street	Philadelphia	PA	19137
4300 Ford Road	Philadelphia	PA	19131
1099 E Tioga Street	Philadelphia	PA	19134
113 W Ontario Street	Philadelphia	PA	19140
3115 N 22ND Street	Philadelphia	PA	19132
3910 Conshohocken Avenue	Philadelphia	PA	19131
1251 E Sedgley Avenue	Philadelphia	PA	19124
3780 Kensington Ave	Philadelphia	PA	19124
3201 Fox Street	Philadelphia	PA	19129
3275 Fox Street	Philadelphia	PA	19129
660 E Erie Ave	Philadelphia	PA	19134
1941 W Ontario Street	Philadelphia	PA	19140
1502 E Lycoming Street	Philadelphia	PA	19124
4208 Ridge Ave	Philadelphia	PA	19129
5625 Tacony Street	Philadelphia	PA	19137
3901 Whitaker Ave	Philadelphia	PA	19124
3501 Scotts Lane	Philadelphia	PA	19129
1500 E Hunting Park Ave	Philadelphia	PA	19124
3720 N Broad Street	Philadelphia	PA	19148
2150 Wakeling Street	Philadelphia	PA	19124
2207 W Hunting Park Ave	Philadelphia	PA	19140
2100 Wakeling Street.	Philadelphia	PA	19124
101 W Luzerne Street	Philadelphia	PA	19140
2201 W Hunting Park Ave	Philadelphia	PA	19140
1632 E Bristol Street	Philadelphia	PA	19124
4040 Whitaker Ave	Philadelphia	PA	19124
3300 Henry Ave	Philadelphia	PA	19145
1501 E Bristol Street	Philadelphia	PA	19124
4000 N American Street	Philadelphia	PA	19140
300 E Hunting Park Ave	Philadelphia	PA	19124
100 E HUNTING PARK AVE	Philadelphia	PA	19124
4800 Ditman Street	Philadelphia	PA	19124
4700 Ridge Ave	Philadelphia	PA	19107
4600 Ridge Ave	Philadelphia	PA	19144
4868 Ridge Avenue	Philadelphia	PA	19129
133 W. Hunting Park Avenue	Philadelphia	PA	19140



Street Address	CITY	STATE	ZIP CODE
5100 Robbins Street	Philadelphia	PA	19135
4700 Wissahickon Ave	Philadelphia	PA	19140
4298 Macalester Street	Philadelphia	PA	19120
4634 Frankford Ave	Philadelphia	PA	19124
900 W Hunting Park Avenue	Philadelphia	PA	19140
5100 LEVICK Street	Philadelphia	PA	19135
5700 Torresdale Avenue	Philadelphia	PA	19135
4501 G Street	Philadelphia	PA	19120
1652 Foulkrod Street	Philadelphia	PA	19124
4180 Gypsy Lane	Philadelphia	PA	19129
1101 E Cayuga Street	Philadelphia	PA	19124
3585 Fox Street	Philadelphia	PA	19129
4501 Van Kirk Street	Philadelphia	PA	19135
3110 W Queen Ln	Philadelphia	PA	19129
3595 FOX Street	Philadelphia	PA	19129
6201 Torresdale Avenue	Philadelphia	PA	19135
4931 Magee Ave	Philadelphia	PA	19107
5200 Wissahickon Ave	Philadelphia	PA	19144
283 E Wyoming Avenue	Philadelphia	PA	19120
6501 Hegerman Street.	Philadelphia	PA	19135
4800 Hellerman Street	Philadelphia	PA	19135
1010 Arrott Street	Philadelphia	PA	19124
1699 W Courtland Street	Philadelphia	PA	19140
4501 Strenton Ave	Philadelphia	PA	19107
1 Rector Street	Philadelphia	PA	19127
5200 Penn Street	Philadelphia	PA	19124
5747 Frankford Avenue	Philadelphia	PA	19135
5801 Frankford Avenue	Philadelphia	PA	19135
1127 W Loudon Street	Philadelphia	PA	19141
4451 Main Street	Philadelphia	PA	19127
4447 Main Street	Philadelphia	PA	19127
6300 Hawthorne Street	Philadelphia	PA	19149
4423 Longshore Avenue	Philadelphia	PA	19135
4800 Langdon Street	Philadelphia	PA	19107
3001 ROBBINS Street	Philadelphia	PA	19149
5878 Ridge Avenue	Philadelphia	PA	19128
7301 Torresdale Avenue	Philadelphia	PA	19136
4131 Unruh Avenue	Philadelphia	PA	19135
8201 State Road	Philadelphia	PA	19136
641 Lindley Avenue	Philadelphia	PA	19120
5091 Summerdale Avenue	Philadelphia	PA	19124
7901 State Road	Philadelphia	PA	19136



Street Address	CITY	STATE	ZIP CODE
7979 State Road	Philadelphia	PA	19136
4301 Princeton Avenue	Philadelphia	PA	19135
4971 Baynton Street	Philadelphia	PA	19144
5500 B Street	Philadelphia	PA	19120
201 Fountain Street	Philadelphia	PA	19127
68 W Cheltenham Ave	Philadelphia	PA	19144
6245 Wissahickon Avenue	Philadelphia	PA	19144
6249 Wissahickon Ave	Philadelphia	PA	19144
5501 N 5th Street	Philadelphia	PA	19120
4500 Rhawn Street	Philadelphia	PA	19136
8201 Torresdale Ave	Philadelphia	PA	19136
5202 Pennypack Street	Philadelphia	PA	19136
5200 Pennypack Street	Philadelphia	PA	19136
8401 State Road	Philadelphia	PA	19107
8207 Torresdale Ave	Philadelphia	PA	19136
8215 Torresdale Ave	Philadelphia	PA	19136
1805 Hellerman Street	Philadelphia	PA	19149
43 W Haines Street	Philadelphia	PA	19144
131 E Cheltenham Ave	Philadelphia	PA	19144
5101 Pennypack Street	Philadelphia	PA	19136
900 W Chew Avenue	Philadelphia	PA	19141
300 E Cheltenham Ave	Philadelphia	PA	19144
8299 Torresdale Ave	Philadelphia	PA	19136
217 E Rittenhouse Street	Philadelphia	PA	19144
8501 State Road	Philadelphia	PA	19136
6630 Ridge Ave	Philadelphia	PA	19107
6666 Ridge Ave	Philadelphia	PA	19107
2901 Pinceton Ave	Philadelphia	PA	19149
6250 Frontenac Street	Philadelphia	PA	19111
8601 State Road	Philadelphia	PA	19136
2990 Saint Vincent Street	Philadelphia	PA	19149
301 Domino Lane	Philadelphia	PA	19128
7818 Frankford Ave	Philadelphia	PA	19136
6701 Ridge Ave	Philadelphia	PA	19128
6350 FRONTENAC Street	Philadelphia	PA	19111
2100 W Chew Avenue	Philadelphia	PA	19138
6001 A Street	Philadelphia	PA	19120
6000 A Street	Philadelphia	PA	19120
5931 Old York Road	Philadelphia	PA	19141
9001 State Road	Philadelphia	PA	19136
5960 N Broad Street	Philadelphia	PA	19141
610 W Spencer Street	Philadelphia	PA	19120



Street Address	CITY	STATE	ZIP CODE
703 E Rittenhouse Street	Philadelphia	PA	19144
6098 Rising Sun Ave	Philadelphia	PA	19111
6000 Rising Sun Avenue	Philadelphia	PA	19111
6100 Rising Sun Avenue	Philadelphia	PA	19107
409 LARDNER Street	Philadelphia	PA	19111
6301 N 5TH Street	Philadelphia	PA	19126
5793 Lincoln Drive	Philadelphia	PA	19107
3350 Solly Avenue	Philadelphia	PA	19136
2230 Cottman Ave	Philadelphia	PA	19149
8747 Frankford Ave	Philadelphia	PA	19136
200 65th Avenue	Philadelphia	PA	19126
7301 Henry Avenue	Philadelphia	PA	19128
1100 E Chelten Avenue	Philadelphia	PA	19138
1610 W. Chelten Ave	Philadelphia	PA	19126
1600 Chelten Avenue	Philadelphia	PA	19141
400 DEARNLEY Street	Philadelphia	PA	19128
1900 Cottman Ave	Philadelphia	PA	19111
6601 Rising Sun Ave	Philadelphia	PA	19111
7718 Ridge Ave	Philadelphia	PA	19128
7306 Castor Ave	Philadelphia	PA	19152
6101 Ardleigh Street	Philadelphia	PA	19138
9197 Frankford Ave	Philadelphia	PA	19114
1210 Oak Lane Ave	Philadelphia	PA	19107
6900 Germantown Ave	Philadelphia	PA	19119
7522 Castor Ave	Philadelphia	PA	19152
1400 Cottman Avenue	Philadelphia	PA	19111
7000 Germantown Avenue	Philadelphia	PA	19119
1920 68TH AVE	Philadelphia	PA	19138
6750 Boyer Street	Philadelphia	PA	19119
7001 GERMANTOWN AVE	Philadelphia	PA	19119
9550 Frankford Avenue	Philadelphia	PA	19114
8205 Roosevelt Blvd	Philadelphia	PA	19152
8101 Bustleton Avenue	Philadelphia	PA	19152
7200 Woolston Avenue	Philadelphia	PA	19138
8443 HARNER Street	Philadelphia	PA	19128
2901 Welsh Road	Philadelphia	PA	19136
7224 Woolston Ave	Philadelphia	PA	19138
7701 Mansfield Avenue	Philadelphia	PA	19150
8605 Roosevelt Blvd	Philadelphia	PA	19114
7210 Ogontz Avenue	Philadelphia	PA	19138
7790 Dungan Road	Philadelphia	PA	19111
8647 Axe Factory Dwy	Philadelphia	PA	19152



Street Address	CITY	STATE	ZIP CODE
333 COTTMAN AVE	Philadelphia	PA	19107
419 JEFFERSON AVE	Philadelphia	PA	19111
3600 Whitehall Lane	Philadelphia	PA	19114
9152 Academy Rd	Philadelphia	PA	19114
999 GRAKYN Lane	Philadelphia	PA	19128
900 Grakyn Lane	Philadelphia	PA	19128
7599 Ogontz Ave	Philadelphia	PA	19150
9700 Ashton Road	Philadelphia	PA	19114
7800 OGONTZ AVE	Philadelphia	PA	19150
834 Rhawn Street	Philadelphia	PA	19111
7976 Rockwell Avenue	Philadelphia	PA	19111
9800 Ashton Road	Philadelphia	PA	19114
101 W HIGHLAND AVE	Philadelphia	PA	19118
8323 GERMANTOWN AVE	Philadelphia	PA	19118
267 E Hartwell Lane	Philadelphia	PA	19118
8600 Krewstown Road	Philadelphia	PA	19115
8501 Provident Street	Philadelphia	PA	19150
4200 Deerpath Lane	Philadelphia	PA	19154
10811 Calera Road	Philadelphia	PA	19154
3100 Red Lion Road	Philadelphia	PA	19114
10837 CALERA Road	Philadelphia	PA	19154
300 W Northwestern Avenue	Philadelphia	PA	19128
120 W Northwestern Avenue	Philadelphia	PA	19118
9359 KREWSTOWN Road	Philadelphia	PA	19115
3270 Comly Road	Philadelphia	PA	19154
8600 Verree Road	Philadelphia	PA	19115
9845 Bustleton Ave	Philadelphia	PA	19115
1701 Bowler Street	Philadelphia	PA	19115
9949 President Street	Philadelphia	PA	19115
2972 COMLY Road	Philadelphia	PA	19154
12501 Torrey Road	Philadelphia	PA	19154
1101 Bartlett Street	Philadelphia	PA	19115
2838 Woodhaven Road	Philadelphia	PA	19154
12754 DUNKS FERRY Road	Philadelphia	PA	19154
12770 Dunks Ferry Road	Philadelphia	PA	19154
2817 Southampton Road	Philadelphia	PA	19154
575 Tomlinson Road	Philadelphia	PA	19116
812 Hendrix Street	Philadelphia	PA	19116
1140 Byberry Road	Philadelphia	PA	19116
201 TOMLINSON Road	Philadelphia	PA	19107
13049 Kelvin Avenue	Philadelphia	PA	19136
200210 Washington Ave	Philadelphia	PA	19147



Street Address	CITY	STATE	ZIP CODE
Intrepid Ave Near Corner of Rouse Street	Philadelphia	PA	19112
TINICUM ISLAND Road AND NORTH ACCESS Road	Philadelphia	PA	19153

**DARK FIBER
SERVICE
ATTACHMENT**

DARK FIBER SERVICE ATTACHMENT

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- 1.4 Underlying Rights
- 1.5 Alternative Rights of Way
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5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Verizon will provide optical fiber between two Customer Locations along various portions of the Verizon System as defined in an Order, with no optronics or other equipment used to introduce photons, “light” or transmission capability over such fiber (“Dark Fiber”). An Order may have multiple optical fiber routes between differing sets of Customer Locations, for example, Location A to Location B; Location A to Location X; Location X to Location Y. In such case, each of the optical fiber routes would constitute an individual Dark Fiber Service under this Service Attachment. Notwithstanding the foregoing, Verizon may attach equipment to or otherwise “light” the Dark Fiber for testing purposes. The initial Dark Fiber term and any renewal periods for Dark Fiber will be set forth in the Order. As used herein, “Term” shall mean both the initial Dark Fiber term and any renewal period.

1.2 **Lease.** On the Service Establishment Date for Dark Fiber, the Customer will have a Lease, as defined herein, to the Dark Fiber.

1.2.1 Verizon hereby grants to Customer a Lease that gives Customer exclusive access to, and use of the Dark Fiber. Each Lease is subject to the terms and conditions of Verizon’s Underlying Rights and Customer Location Arrangements. Each Lease is for the use of the Dark Fiber only. As between the Parties, the Dark Fiber will remain the sole and exclusive property of Verizon. Nothing in this Agreement will be interpreted to give or convey to Customer any property right, title or interest in such Dark Fiber or the Verizon System, even if it may be or become attached to or embedded in realty.

- 1.2.2 The Customer shall have no right to physically access the Verizon System beyond the Demarcation Point.
- 1.2.3 An Order beyond the initial 183 Customer Locations will contain an estimate of the Route and the length of the Route (including any buffer length that Verizon may specify to account for margin of error). During the site survey of Customer Location or installation activities, Verizon may determine that the actual Route is different from the original design or the Route length has changed. Verizon will inform the Customer of such variation, and within thirty (30) days thereafter, Customer shall either (a) accept the NRC for the new Route and/or Dark Fiber length, or (b) cancel the applicable Dark Fiber Order without incurring Cancellation Charges.
- 1.3 **Use Restrictions of Dark Fiber.** The Customer shall use the Dark Fiber in a manner that complies with all restrictions set forth herein and the Agreement, and solely for lawful purposes. Nothing in this Section 1.3 is intended to restrict the City's non-commercial use of Dark Fiber for legitimate governmental purposes.
- 1.3.1 Customer shall light Dark Fiber with Customer Equipment installed at the Demarcation Point.
- 1.3.2 Customer shall not Transfer, directly or indirectly the Lease, the Dark Fiber or the Verizon System, in whole or in part.
- 1.3.3 Dark Fiber cannot be used for resale to third parties, for Multi-Edge Computing (MEC) by third parties, or to provide telecommunications services for third parties.
- 1.3.4 Dark Fiber will be used only for applications within the City of Philadelphia.
- 1.3.5 Customer shall keep the Dark Fiber and the Verizon System free from any liens, rights or claims of any third party attributable to Customer.
- 1.4 **Underlying Rights.** Verizon has or will obtain prior to the Service Establishment Date, and will maintain during the applicable Term, the Underlying Rights necessary for Verizon's construction, installation, maintenance and repair of the Verizon System and Dark Fiber as necessary for Verizon to fulfill its obligations under the Agreement. Provided that Verizon exercises all commercially reasonable efforts to secure the Underlying Rights, Verizon shall not be deemed in breach of this Section 1.4 during any period when Verizon is seeking to renew or extend existing Underlying Rights, and such Underlying Rights have not yet been renewed or extended, and the grantor of such Underlying Rights has not given Verizon notice of default under or non-renewal of the Underlying Rights.
- 1.4.1 If Customer Location Arrangements are required for Verizon to satisfy its obligations under this Section 1.4, and Customer allows Verizon to use the Customer's Location Arrangements so that Verizon need not obtain its own Underlying Rights, then the Customer shall not charge Verizon for such use of Customer's Location Arrangement.
- 1.4.2 Except as otherwise agreed by Verizon and Customer in an Order, Customer is solely responsible for Customer Location Arrangements.

- 1.5 **Alternative Underlying Rights.** Upon the expiration, non-recognition or other termination of an Underlying Right for which Verizon is responsible under Section 1.4, Verizon will exercise all commercially reasonable efforts to obtain an alternate Underlying Right for the affected portion of the Dark Fiber and will notify the Customer of the non-recognition or termination. Failure by Verizon to obtain an alternate Underlying Right shall not be deemed a breach of the Agreement provided that Verizon exercises all such commercially reasonable efforts. In the event that Verizon obtains an alternative Underlying Right that requires relocation of any portion of the Verizon System used to provide Dark Fiber, the terms of Section 1.6 shall apply with respect to such relocation.
- 1.6 **Relocation.** If Verizon, in its reasonable business judgment or because of a Force Majeure Event or legal obligation, determines that it will relocate all or any portion of the Dark Fiber or the Verizon System used in the provision of Dark Fiber, Verizon will proceed with such relocation. Verizon shall have the right to direct such relocation, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided that any such relocation shall not result in a material adverse change to the performance of Dark Fiber or materially alter the Route. Verizon will use commercially reasonable efforts to coordinate with the Customer as Verizon implements the relocation. In the event that such relocation requires the removal, re-splicing, and/or reconnection of any of Customer's Equipment, Customer shall, upon notice from Verizon, promptly cause such action to be taken at its sole cost and expense. When practicable, Verizon will provide Customer advance notice and schedule coordination of any relocation that may result in interruption of use of the Dark Fiber.
- 1.6.1 Customer is solely responsible for any costs it incurs to accommodate any relocations under Section 1.6, provided that Customer shall be responsible solely for the cost of removal, re-splicing and/or reconnection of Customer's Equipment under Section 1.6.
- 1.6.2 If relocation is required by the City, its landlord, or its agent, or a party of the Customer's Local Arrangements and the portion of the Verizon System being relocated is being used solely to support Customer's Dark Fiber (e.g., Customer's Dark Fiber represents the only strands being used on fiber that must be relocated) then (except as provided under Section 1.6.2.2 below) Customer shall pay Verizon's relocation costs, which shall be a one-time non-recurring charge. Notwithstanding the foregoing, Customer may:
- 1.6.2.1 Within ten (10) days after receiving a relocation notice pursuant to 1.6.2, Customer may request in writing that Verizon provide an estimate (including reasonable specificity regarding the types of costs included) of relocation costs that would be subject to reimbursement under Section 1.6.2 and documentation demonstrating that the cost of relocation is solely to support Customer's Dark Fiber.
- 1.6.2.2 Terminate the affected Dark Fiber (s) in lieu of paying Verizon's relocation costs. Customer, by written notice to Verizon within ten (10) days after the date of Verizon's relocation notice (or within such other time period as circumstances may require as specified in the relocation notice), may terminate the affected Dark Fiber(s) ("Relocation-Related Termination Notice"), in which case Customer will not be responsible for relocation costs. In cases where the Customer has submitted a timely request for a relocation cost

estimate under Section 1.6.2, the ten (10) day period for the Customer to provide a Relocation-Related Termination Notice shall commence on the date on which Verizon provides the relocation cost estimate under Section 1.6.2.

- 1.7 **Maintenance.** Upon the Service Establishment Date for Dark Fiber, Verizon will maintain the Verizon System and repair the Dark Fiber in accordance with this Service Attachment for Dark Fiber. Customer shall reimburse Verizon for any reasonable expenses incurred by Verizon for repair to the Dark Fiber or the Verizon System or Verizon Network caused by the negligence or willful misconduct of the Customer.
- 1.8 **Fiber Outage.** Verizon will use commercially reasonable efforts to resolve Fiber Outages in the Verizon System within 8 hours, provided, however, if the Fiber Outage is a result of a Fiber cut, Verizon will use commercially reasonable efforts to repair such Fiber within 14 hours. Notwithstanding any provision contained in the Agreement, Verizon's sole liability to Customer for any Fiber Outage is limited to any applicable Fiber Outage credits set forth in this Section 1.8. A Fiber Outage does not include any condition caused by the Customer's Equipment or facilities, and Verizon is not responsible for credits in accordance with Section 3.4.
- 1.9 **Fiber Repair and Testing**
 - 1.9.1 After reporting a Fiber Outage, Customer will provide access, as necessary, to the Customer Location(s) (including the Demarcation Points) for testing and repair of the Dark Fibers. Verizon will contact the Customer prior to accessing the Customer Location(s).
 - 1.9.2 Verizon will determine the course of action to be taken to restore the cable and/or conduit and begin restoration efforts, including providing temporary repairs.
 - 1.9.3 To perform testing, the Dark Fiber(s) may need to be disconnected at the Demarcation Points on the Verizon Network side which may interrupt the transmission of light over the Dark Fiber(s). Verizon will contact the Customer to coordinate the disconnection.
 - 1.9.4 Within one (1) Business Day after completing any temporary repair or restoration, Verizon shall commence planning any further repair that may be necessary to replace any temporary repair that Verizon put in place. Verizon shall inform the Customer of any such further repair plans and implement any such further repairs within an appropriate time thereafter.
 - 1.9.5 In the event a cable failure affects multiple Verizon systems serving multiple Verizon customers, the restoration sequence will occur in a logical order, will not intentionally disfavor any party, and will restore in-use fiber prior to inactive fiber.
- 1.10 **Customer Obligations.** Customer shall timely perform, or cause its third parties to timely perform, its responsibilities or obligations provided in this Service Attachment or the relevant Order. If Customer fails to perform a responsibility or obligation that unreasonably delays completion of the Order or Verizon's performance and Verizon incurs third-party costs as a result of such delay, Verizon reserves, unless disputed by the City, the right to i) invoice Customer such costs, and ii) reschedule the affected Order in whole or in part and Customer may be invoiced reasonable rescheduling charges.

- 1.10.1 If Customer fails to provide Verizon timely access to the Customer Location as required to complete the physical site survey within two hundred ten (210) days after the effective date of the applicable Order, then in addition to Verizon's rights in Section 1.10 above, the Service Establishment Date will be adjusted.
- 1.10.2 If Customer fails to make the applicable Customer Locations Room Ready and provide Verizon written notification of same within three hundred sixty five (365) days after the effective date of the Order, then in addition to Verizon's rights in Section 1.10 above, the Service Establishment Date will be adjusted.
- 1.10.3 Customer shall not connect (or allow another third party to connect) the Dark Fiber to any equipment or facilities other than Customer Equipment.
- 1.10.4 Customer shall not rearrange, move, disconnect, remove, or attempt to repair any Dark Fiber or the Verizon System.
- 1.10.5 Upon Verizon's, reasonable request, Customer shall provide reasonably sufficient information as to verify Customer's compliance with the use restrictions set forth in Section 1.3. If Customer fails to provide such information, or Verizon determines that the information fails to reasonably demonstrate the Customer's compliance, then Verizon may request additional information from the City.
- 1.10.6 Customer will, not later than thirty (30) days (or as otherwise explicitly set forth in the applicable Order) after disconnection or termination of Dark Fiber, disconnect Customer Equipment from the Verizon System; provided however that the City shall have at least sixty (60) days to remove Customer Equipment if Verizon is requesting Verizon supervision Customer shall accomplish such disconnection and/or removal at Customer's sole expense, under Verizon's supervision if requested by Verizon, and in a manner that does not damage Verizon's System or Network. If Customer fails to disconnect and/or remove Customer Equipment within the foregoing time periods, then Verizon may disconnect it or remove it in a manner Verizon deems reasonably appropriate, at Customer's sole risk and expense and without liability to Verizon.
- 1.10.7 Customer shall promptly notify Verizon if Customer becomes aware of any occurrence (or impending occurrence) of any event which would be reasonably likely cause damage to the Dark Fiber or the Verizon System.
- 1.10.8 Customer will report Fiber Outages to the City's dedicated Verizon account representative using the following contact information:

Brian M Magee
Senior Manager - Outside Plant
brian.m.magee@verizon.com
215-351-6051

The City may in addition to contacting its dedicated account representative, use the Verizon Enterprise Center (VEC) Portal. When reporting a Fiber Outage, Customer will provide all of the following information to Verizon:

- Type/nature of problem,
- Location of the problem,
- Circuit ID of the affected Dark Fiber,
- OTDR measurements/test results, if readily available,
- Any other pertinent information that the City believes may help identify and resolve the problem in an expedient manner, including confirming the presence of power and any known issue with Customer Equipment.

1.11 **Customer Equipment.** Customer will provide, install and maintain Customer Equipment in order to use the Dark Fiber. Customer is responsible for the selection, implementation, and maintenance of security features for protection against unauthorized or fraudulent use of Customer Equipment. Verizon shall ensure that the Dark Fiber is for Customer's use only. Customer shall ensure that all Customer Equipment is properly interconnected to the Dark Fiber, and does not cause interference with the Verizon System. Verizon shall not be liable for any damages or losses to the extent caused in whole or in part by the failure of Customer Equipment. If any Customer Equipment is the cause of damage to Verizon, the Verizon System, its customers, and/or its providers, Customer shall be liable for such damages. Customer shall provide Verizon with timely access to Customer Equipment as necessary for Verizon to install, maintain, repair, test and repair the Dark Fiber or the Verizon System, as applicable.

1.12 **Customer Location Arrangements.** Notwithstanding any provision to the contrary contained in the Agreement to Verizon's duty to maintain Underlying Rights pursuant to Section 6, it is Customer's sole responsibility to secure, or cause to be secured, prior to the Service Establishment Date, and maintain in full force and effect during the initial Dark Fiber term and any renewal period, all Customer Location Arrangements, needed for the use and operation of the Dark Fiber and any Customer Equipment. Upon Verizon's reasonable request, the Customer will deliver to Verizon copies of such Customer Location Arrangements. If Verizon needs access from a public easement or right of way to the Customer Location in order to install, test, repair, maintain and/or remove Dark Fiber or related facilities at a Demarcation Point, then Customer shall (a) ensure Verizon's access to each Customer Location, including any necessary Customer Location Arrangements, waivers and consents and (b) respond promptly to notice from Verizon requiring Customer action, including timely coordination of access to Customer Location at a mutually convenient time within 30 days of such notice from Verizon. If such access is not secured, Verizon may decline to provide Dark Fiber to the applicable Customer Location and cancel any pending Order without liability to Customer. The selection of AC or DC power (where Verizon requires power) shall be mutually agreed to by Customer and Verizon. All Customer Location Arrangements provided by Customer shall comply with applicable zoning requirements, building codes, safety standards, and other applicable standards (including those contained in any Third-Party Landlord agreements). "Customer Location Arrangements" shall mean any of the following that Verizon needs to design, access, install, maintain, repair and/or remove a Service or related facilities at the premises of a Demarcation Point: (1) permits, easements, and other access rights or the like, in each case including written documentation showing that Verizon has been granted any necessary authorizations and rights, (2) a pathway (including any necessary conduit, inner duct, riser shaft, or related facilities) for Verizon to place cable, fiber or other facilities and equipment, (3) equipment space, (4) rights from Third-Party Landlords, and (4) drawings and other information that Verizon may need regarding the Customer Location in connection with any of the foregoing; provided however that Verizon will apply for any City-issued

permits and the City shall issue such permits in accordance with its normal procedures.

2. SUPPLEMENTAL TERMS

2.1 **Dark Fiber Term.** If there are no renewal provisions in the Order or the Agreement, at the end of the initial Dark Fiber term for each circuit, the Dark Fiber will continue on a month-to-month basis until terminated by either Party on at least thirty (30) days' advance written notice. If an Order contains renewal provisions, at the end of the renewal period, the Dark Fiber will continue on a month-to-month basis until terminated by either Party on at least thirty (30) days' advance written notice.

2.1.1 In accordance with 2.1 above, upon the expiration or termination of the initial Dark Fiber term or any renewal period, the Lease with respect to the applicable Dark Fiber shall terminate, all rights of the Customer to use the Dark Fiber shall cease, all such rights shall revert to Verizon, and Verizon shall owe the Customer no further duties, obligations or consideration with respect to such Dark Fiber.

2.2 **Initial Dark Fiber Locations.** The Initial Dark Fiber Service Locations are identified in Appendix A, attached. For Potential Additional Dark Fiber Locations: (1) MRC will be provided as set forth in Appendix B; (2) any associated NRC will be negotiated. Potential Additional Dark Fiber Locations will be added by amendment.

2.3 **Reservation of Rights.** Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before a state utility commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction or industry fora, except that this reservation of rights shall not be deemed to permit a Party to take any action that would otherwise constitute a breach of one of that Party's obligations under this Agreement. The provisions of this Section 2.3 shall survive the expiration, cancellation or termination of the Agreement or this Service Attachment.

3. FINANCIAL TERMS

3.1 **Monthly Recurring Charges (MRC), Non-recurring Charges (NRC).** Customer will pay MRCs set forth in Appendix A and NRCs for Dark Fiber as specified in the table below. The NRCs below are for the installation of the 183 Initial Dark Fiber Service Locations.

Description	Qty	Charge Type	Price	Extended
6 Months after Contract signature and survey/design fiber prints complete for HUBs from Locust CO and 30% of individual site surveyed	1	NRC	\$1,671,250.00	\$\$1,671,250.00
12 Months after Contract signature and 100% of field HUB fiber work orders, 100% of individual site surveyed, and at least 25% of sites are ready for Customer	1	NRC	\$1,671,250.00	\$1,671,250.00
18 Months after Contract signature and 100% of the field IOF work orders, 50% of the field fiber prints for individual site completed, and at least 50% of sites are ready for Customer	1	NRC	\$1,671,250.00	\$1,671,250.00
24 Months after Contract signature and all remaining sites are ready for Customer	1	NRC	\$1,671,250.00	\$1,671,250.00

*Each Dark Fiber circuit will have its own sixty (60) month service-specific commitment term which shall survive the termination of this Dark Fiber Service Attachment and the Franchise Agreement. For avoidance of doubt, if fiber is installed in year 3 of the contract, the Parties will have a minimum 5-year term with respect to that fiber, regardless of the term of the Franchise Agreement.

3.2 **Cancellation Charges.** If Customer cancels an Order prior to the Service Establishment Date, Customer will pay the Cancellation Charge set forth in Section 3.5 below.

3.3 **Fiber Outage Credits.** Subject to subsection (i) below, for any month in which the Dark Fiber experiences a Fiber Outage that continues for more than eight (8) hours after Customer's submission of a trouble ticket, Customer shall be entitled to a Fiber Outage credit equal to one month's MRC of the affected Dark Fiber. Customer must timely submit a written request to Verizon for any such credit within ninety (90) days after the date on which Customer submitted the trouble ticket for the applicable Dark Fiber, or else the credit is waived.

3.4 **Exclusions.** Notwithstanding anything in the Agreement to the contrary, Verizon's obligations under this Section 3.4 and Customer's right to receive Fiber Outage credits do not apply to the extent that a Fiber Outage occurred for any of the following reasons, or to the extent that Verizon could not cure a Fiber Outage for any of the following reasons:

- The acts or omissions of Customer or Customer's agents or contractors or a Third-Party Landlord's refusal to grant Verizon reasonable access to the Dark Fiber or Verizon System for maintenance, testing or repair.
- Fiber Outages for which the trouble ticket is closed by Verizon due to Customer inaction (e.g., where Verizon requests Customer verify whether Customer Equipment is causing the trouble and Customer fails to respond within twenty-four (24) hours).
- Scheduled maintenance and scheduled downtimes, provided that Verizon has notified Customer in writing for every scheduled maintenance and schedule downtime affecting Customer Dark Fiber circuits. Such notice to be provided at least 30 days prior to the scheduled maintenance or scheduled downtime.
- Subsequent reports or trouble tickets (*i.e.*, additional inquiries on a reported and active open ticket) while the Fiber Outage is still pending;
- Fiber Outages repaired by Verizon prior to the Customer's submission of a trouble ticket;
- Fiber Outages caused by the Customer Equipment or facilities or by any power, service, systems or the like provided by the Customer or a Third-Party Landlord of Customer;
- Force Majeure events.

3.5 **Administrative Charges.** Administrative charges may apply under this Service Attachment, which will be calculated as follows:

Type	Occurrence	Charge
Administrative Charge	Charge Instance	NRC
Cancellation Charge	Per Dark Fiber	\$800
Pending Order Change	Per Dark Fiber	\$750
Expedite in United States	Per Dark Fiber	\$4,000

Dispatch Charge	NRC
During Normal Working Hours	\$265.00 per visit
Outside Normal Working Hours	\$400.00 per visit

- 3.5.1 Cancellation Charge. Applies when Customer requests Verizon to discontinue processing the Order prior to the Service Establishment Date.
- 3.5.2 Pending Order Change – Applies when a change to the Order is made during installation and requires a change in the design of the solution, Route, etc. including, more than one (1) visit to Customer Location because Customer was not available at the time scheduled.
- 3.5.3 Expedite in United States Charge – Applies if Customer requests expedited installation that modifies the Service Establishment Date.
- 3.5.4 Dispatch Charge. Applies when: (a) Verizon is dispatched to perform installation activities at a Customer Location, but is unable to complete the installation because Customer does not provide necessary access or the Customer Location is not Room Ready despite Customer notifying Verizon of its readiness; (b) Customer reports a Fiber Outage, Verizon dispatches to repair such Fiber Outage and the cause of the reported condition was other than a Fiber Outage in the Dark Fiber); or (c) Verizon dispatches for scheduled maintenance but Customer does not provide necessary access to the Dark Fiber for Verizon to perform the repair or maintenance.

3.6 **Third Party Vendor Charges for Cross-Connection and Extended Wiring.** Customer will provide all Customer Equipment to connect Customer’s Location to the Demarcation of the Dark Fiber. If Customer’s Location is located at a data center or other facility owned by a third party and the third party does not permit Verizon to connect directly to Customer’s Location, and only permits a cross-connection from the Verizon Demarcation to Customer’s Location, and the third party data center/facility owner charges for that cross-connection and Customer does not directly pay the third party for such connection, Verizon will pay the third party for the cross-connection and Customer will be billed by Verizon for such charges.

4 DARK FIBER SPECIFICATIONS

4.1 **FIBER AND CONNECTOR STANDARDS**

4.1.1 **Connector Standards.** Verizon uses LC connectors with a UPC polish. The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed 0.5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters will not exceed 0.8 dB.

Verizon will install a copper tracer wire in the same pathway as the Dark Fiber being installed when the pathway is on Customer’s property in locations where it deviates or is not utilizing Customer’s infrastructure.

4.1.2 **Fiber Type.** Dark Fiber meets G.652.D and G.657.A1 specs1.3.

- 4.1.3 **Fiber Labelling.** Verizon labels Dark Fiber at fiber terminations, fiber jumpers, and fiber pigtails clearly with a label in indelible ink. The label includes the local fiber identifier and the far end fiber endpoint.
- 4.1.4 **Field Splice Standards.** All splices will be fusion splices. The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an Optical Time-Domain Reflectometer (OTDR) at 1550 nm. If after 3 restoration splicing attempts, Verizon is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.25 dB or less bi-directionally at 1550 nm will be acceptable, as long as this does not compromise end to end connectivity of Customer's Dark Fiber Circuit.
- 4.1.5 **Span Loss.** The attenuation as measured by a light source and power meter will not exceed the following:
- Maximum Allowable Attenuation per Fiber Span = $(A * L) + (0.1 * N) + (0.5 * C)$
 - A = 0.3 dB per Km (at 1550 nm)
 - L = Optical length of cable measured in Kms (from OTDR trace)
 - N = Number of splices in the span
 - C = Number of mated connector pairs in the span. The connector loss will not exceed 0.1dB per mated pair.
 - Total end to end loss (in dB) measured on the Dark Fiber must not exceed $0.25\text{dB}/\text{Km} * L$.
- 4.1.6 **Reflectance.** The maximum reflectance per event on the Dark Fiber at 1550nm, as measured by an OTDR, will not exceed -27 dB. The total reflected power for all events on Dark Fiber spans greater than 20km at 1550nm will not exceed -24dB.
- 4.1.7 **Chromatic Dispersion (CD).** Chromatic dispersion measurements on fiber are taken for the reason of fiber-type identification. Well over 90% of all fibers in the metro plant is G.652D glass (standard single-mode), which has a CD value that is known well to be 16 – 17 picoseconds (ps)/km at 1550 nm. For any end-to-end Dark Fiber Circuit over 60 Km where Chromatic Dispersion negatively affects connectivity, Verizon will work with Customer to place dispersion compensation modules.
- 4.1.8 **Polarization Mode Dispersion.** PMD is due to a birefringence set up in elliptical-core fiber. The birefringence in fiber was fixed in the fiber-draw process in 1992. All fibers manufactured after 1992 will not have a PMD issue. However, fibers purchased before this process could be sitting in cable yards for a couple of years before deployed. For this reason, PMD is a non-issue for cables deployed after 1994. PMD is distance dependent as well. Due to this dependence and the tolerances of PMD of the systems (10G PMD tolerance is 10 ps; 100G PMD tolerance is 15 ps, the following PMD recommendations are made:

PMD will only be measured in the following cases:

- For 10G: 1994 and older cables with a span length 50 km or longer
- For 100G: 1994 and older cables with a span length of 70 km or longer
- For any Customer use of Dark Fiber at 10 Gbps or above, if PMD negatively affects optical performance such that end-to-end connectivity is compromised, Verizon shall immediately take corrective action to resolve the problem, including, if no other

resolution is reasonably and timely attainable, moving the connection to fiber cables deployed after 1994.

4.1.9 **Zero Dispersion Wavelength.** The Zero Dispersion Wavelength will not fall between 1527 nm and 1567 nm.

4.1.10 **Naming of Traces.** OTDR traces taken for bi-directional testing, and the OTDR traces of the pigtail splice will be recorded electronically and provided to the customer. 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
- Letter 8 = wavelength
- Extension = Fiber number
- Examples:
- Springfield to Lebanon at 1550 nm, Fiber 96 = sgfdlbn5.096
- Springfield to Monett pigtail trace at 1310nm on Fiber 1 = sgfdmntp.001

4.1.11 [Reserved]

4.1.11.1 **Customer Acceptance.** Once Verizon has completed provisioning installation of the Dark Fiber to a Customer Location and end-to-end fiber connectivity has been established to the Customer's core location, Verizon will provide testing results to the Customer via the VEC (Verizon Enterprise Center) customer portal. Reports will include Optical Loss Test Set (OLTS), OTDR, Fiber Inspection Probe Test (FIP), demarcation and fiber tag photos, and product span distance (A-Z). Test results must comply with industry standards.

Customer may activate the connection any time after the Service Establishment Date, provided that the foregoing test results comply with industry standards. After the Service Establishment Date, a connectivity issue will require a trouble ticket to be opened by the Customer.

5 DEFINITIONS

Term	Definition
Customer Equipment	Any and all electronic, optronic, space, power, and other equipment, materials and facilities provided by and maintained by Customer as necessary to use and operate the Dark Fiber.
Customer Location	The "A" or "Z" end points of Dark Fiber
Customer Location Arrangements	Defined in Section 1.12.
Lease	Defined in Section 1.2.
Demarcation Point	The physical point at which the Dark Fiber terminates at a Customer Location.
Estimated Route Length	Verizon's estimate of total linear length of the Dark Fiber.
Fiber Outage	Any damage to or failure of the Verizon System that interrupts Customer's ability to transmit light through Dark Fiber. A Fiber Outage begins when Verizon is notified by the Customer via a trouble ticket of a Fiber Outage. A Fiber Outage continues until light can be transmitted successfully through the affected Dark Fiber.

Initial Dark Fiber Service Locations	The initial locations the parties agreed upon which are set forth in Appendix A.
Potential Additional Dark Fiber Service Locations	The potential additional locations the parties agreed upon which are set forth in Appendix B
Relocation Costs	Verizon's incremental costs (which may include one-time costs) that exceed the recurring costs that applied prior to the relocation) incurred to implement a relocation. City is only responsible for Relocation Costs as set forth in Section 1.6.2, above.
Room Ready	Customer Location is ready for Verizon to install the Dark Fiber, such as the Customer providing required pathway, conduit, building entrance, risers, space and access to the Customer Location, and any advance preparations identified by the Customer and Verizon at the initial site survey of the Customer Location. Customer Location work and preparation will be identified and agreed to by the Customer and Verizon at the initial site survey of the Customer Location.
Route	The actual route of the Verizon System within which a Dark Fiber Circuit is located, based on the Customer Locations identified in a Service Attachment.
Service Establishment Date	The date on which Verizon completes an Order for Dark Fiber and on which the initial Dark Fiber term and billing of MRCs for the Dark Fiber commences which in no event shall occur unless or until the applicable circuit(s) pass the tests identified in Section 4.1.11.1 in accordance with industry standards.
Third-Party Landlord	A building or property owner, governmental entity, or other third party that owns or controls a Customer Location or access to a Customer Location.
Transfer	Any direct or indirect transfer, sale, assignment, swap, exchange, lease, sublease, license, sublicense, resale, grant of indefeasible or other rights of use in or to all or any part of the Customer's interest, and any other arrangement between the Customer and another third party for such third party's use of all or any part of the Dark Fiber.
Underlying Rights	All deeds, leases, covenants, conditions, easements, rights-of-way agreements, licenses, franchises, grants, bonds, mortgages and indentures, contracts, permits, reversionary rights, and other rights, permissions, titles and interests, whether or not of record, and the rights of tenants and licensees in possession to use real property of any third party, which are necessary for the construction, placement, location, installation, operation, use, lease, rental, maintenance, repair or replacement of Dark Fiber or the Verizon System.
Verizon System	With respect to each Dark Fiber, the integrated multi-conduit and/or multi-ring fiber optic cable system comprised of innerducts and other conduit tubing, and/or the manholes, handholes, poles and the other facilities of the Verizon Network. As used here, "Verizon System" refers only to the multi-conduit and/or multi-ring fiber optic cable system owned, leased or controlled by Verizon and does not include any communications equipment, electronics, optronics or other facilities of Verizon or any other third party.

Appendix A- Initial Dark Fiber Service Locations

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	2901 N. 12th Street	Philadelphia	PA	19133	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3000 N 27th Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1941 W Ontario Street	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3309 W Diamond Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2326 N 15th Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	8501 Provident Street	Philadelphia	PA	19150	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7000 Germantown Avenue	Philadelphia	PA	19119	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	120 W Northwestern Avenue	Philadelphia	PA	19118	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	267 E Hartwell Lane	Philadelphia	PA	19118	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	300 W Northwestern Avenue	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	283 E Wyoming Avenue	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	900 W Hunting Park Avenue	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	641 Lindley Avenue	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1699 W Courtland Street	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1200 Wharton Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1800 Johnston Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1800 Pattison Avenue	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1231 S 30th Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	900 Federal Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1025 Mifflin Street	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2000 Pattison Avenue	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1700 Pattison Avenue	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2601 Morris Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1200 Carpenter Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1400 S 32nd Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	300 W Shunk Street	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	213 Reed Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1101 Front Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	129 Carpenter Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	400 Washington Avenue	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	1700 S Broad Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1430 E Passyunk Avenue	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2100 S 24th Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1540 Jackson Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2300 Wharton Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1101 N 38th Street	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3320 Haverford Avenue	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4372 Haverford Avenue	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	732 N 36th Street	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	700-14 N 39th Street	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7999 Mars Place	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6900 Grovers Avenue	Philadelphia	PA	19142	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7700 Elmwood Avenue	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2100 W Chew Avenue	Philadelphia	PA	19138	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3501 Scotts Lane	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1100 E Cheltenham Avenue	Philadelphia	PA	19138	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6750 Boyer Street	Philadelphia	PA	19119	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6245 Wissahickon Avenue	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	703 E Rittenhouse Street	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4180 Gypsy Lane	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4971 Baynton Street	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7301 Henry Avenue	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4868 Ridge Avenue	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	201 Fountain Street	Philadelphia	PA	19127	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	900 Grakyn Lane	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1 Rector Street	Philadelphia	PA	19127	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5878 Ridge Avenue	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3539 Gaul Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1501 E Bristol Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4649 Richmond Street	Philadelphia	PA	19137	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1632 E Bristol Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2150 Wakeling Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5625 Tacony Street	Philadelphia	PA	19137	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	5091 Summerdale Avenue	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1101 E Cayuga Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5200 Penn Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1251 E Sedgley Avenue	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6300 Hawthorne Street	Philadelphia	PA	19149	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1805 Hellerman Street	Philadelphia	PA	19149	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5747 Frankford Avenue	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1010 Arrott Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3631 Amber Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6250 Frontenac Street	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5700 Torresdale Avenue	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4800 Ditman Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5801 Frankford Avenue	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4200 Deerpath Lane	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	12501 Torrey Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	10811 Calera Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	12770 Dunks Ferry Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3600 Whitehall Lane	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	9550 Frankford Avenue	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2130 Winter Street	Philadelphia	PA	19103	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1575 John F Kennedy Blvd	Philadelphia	PA	19102	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	239 Arch Street	Philadelphia	PA	19106	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1020 Lombard Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	820 N 8th Street	Philadelphia	PA	19123	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	315 Fairmount Avenue	Philadelphia	PA	19123	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	600 Lombard Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	700 S 9th Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6201 Torresdale Avenue	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7301 Torresdale Avenue	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4423 Longshore Avenue	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4800 Hellerman Street	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4500 Rhawn Street	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3350 Solly Avenue	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	4131 Unruh Avenue	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2990 Saint Vincent Street	Philadelphia	PA	19149	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4301 Princeton Avenue	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	13049 Kelvin Avenue	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	9949 President Street	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3152 Academy Road	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	575 Tomlinson Road	Philadelphia	PA	19116	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1101 Bartlett Street	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1834 Ellsworth Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	740 S 17th Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2601 Pine Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	8647 Axe Factory Dwy	Philadelphia	PA	19152	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7976 Rockwell Avenue	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	8101 Bustleton Avenue	Philadelphia	PA	19152	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	8600 Verree Road	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6000 Rising Sun Avenue	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	8101 Bustleton Avenue	Philadelphia	PA	19152	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	8600 Verree Road	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7370 Central Avenue	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1400 Cottman Avenue	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	800 Diamond Street	Philadelphia	PA	19122	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2501 W Sedgley Avenue	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2102 W Cecil B Moore Avenue	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2100 Cecil B Moore Avenue	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2501 W Diamond Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1817 N 16th Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	801 Lemon Hill Drive	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1 Boathouse Row	Philadelphia	PA	10130	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1501-39 N 10th Street	Philadelphia	PA	19122	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1431 N 6th Street	Philadelphia	PA	19122	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1101 W Susquehanna Avenue	Philadelphia	PA	19133	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1800 Wallace Street	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3500 Reservoir Drive	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	2528 W Sedgley Avenue	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	670 Aquarium Drive	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2879 Cedar Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1826 Blair Street	Philadelphia	PA	19125	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1222 E Montgomery Avenue	Philadelphia	PA	19125	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2610 E Westmoreland Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	301 W Cumberland Street	Philadelphia	PA	19133	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2600 Aramingo Avenue	Philadelphia	PA	19125	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	147 W Master Street	Philadelphia	PA	19122	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	113 W Ontario Street	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1099 E Tioga Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1832 N Howard Street	Philadelphia	PA	19122	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3201 N 5th Street	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3201 Richmond Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3350 D Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3000 Edgemont Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2502 N Howard Street	Philadelphia	PA	19133	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1400 S. 47th Street	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5800 Chester Avenue	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6700 Regent Street	Philadelphia	PA	19142	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	700 Cobbs Creek Parkway	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5700 Haverford Avenue	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5825 Spruce Street	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	280 Cobbs Creek Parkway	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	250 S Cobbs Creek Parkway	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6500 Callowhill Street	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	2120 Martin Luther King Drive	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1701 Belmont Avenue	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5433 Lansdowne Avenue	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6839 Lansdowne Avenue	Philadelphia	PA	19151	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5200 Media Street	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7050 Haverford Avenue	Philadelphia	PA	19151	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3850 Ford Road	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	1951 N 60th Street	Philadelphia	PA	19151	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	100 N Horticultural Drive	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4301 Lansdowne Avenue	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5301 Overbrook Avenue	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4700 Brown Street	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3850 Ford Road	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5300 Parkside Avenue N	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	4115 Montgomery Drive	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3805 Sweetbriar Lane	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5100 Parrish Street	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	3910 Conshohocken Avenue	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	900 W Chew Avenue	Philadelphia	PA	19141	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6101 Ardleigh Street	Philadelphia	PA	19138	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	5500 B Street	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7701 Mansfield Avenue	Philadelphia	PA	19150	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	610 W Spencer Street	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	200 65th Avenue	Philadelphia	PA	19126	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	1600 Cheltenham Avenue	Philadelphia	PA	19141	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	6001 A Street	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7210 Ogontz Avenue	Philadelphia	PA	19138	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0
5 YEARS	1	2	7200 Woolston Avenue	Philadelphia	PA	19138	1234 Market Street	Philadelphia	PA	19107	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	2901 N. 12th Street	Philadelphia	PA	19133	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3000 N 27th Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1941 W Ontario Street	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3309 W Diamond Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2326 N 15th Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
			Address	City	State	Zip	Address	City	State	Zip			
5 YEARS	1	2	8501 Provident Street	Philadelphia	PA	19150	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7000 Germantown Avenue	Philadelphia	PA	19119	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	120 W Northwestern Avenue	Philadelphia	PA	19118	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	267 E Hartwell Lane	Philadelphia	PA	19118	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	300 W Northwestern Avenue	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	283 E Wyoming Avenue	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	900 W Hunting Park Avenue	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	641 Lindley Avenue	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1699 W Courtland Street	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1200 Wharton Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1800 Johnston Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1800 Pattison Avenue	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1231 S 30th Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	900 Federal Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1025 Mifflin Street	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2000 Pattison Avenue	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1700 Pattison Avenue	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2601 Morris Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1200 Carpenter Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1400 S 32nd Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	300 W Shunk Street	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	213 Reed Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1101 Front Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	129 Carpenter Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	400 Washington Avenue	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1700 S Broad Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1430 E Passyunk Avenue	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2100 S 24th Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1540 Jackson Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2300 Wharton Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1101 N 38th Street	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3320 Haverford Avenue	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	4372 Haverford Avenue	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	732 N 36th Street	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	700-14 N 39th Street	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7999 Mars Place	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6900 Grovers Avenue	Philadelphia	PA	19142	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7700 Elmwood Avenue	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2100 W Chew Avenue	Philadelphia	PA	19138	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3501 Scotts Lane	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1100 E Cheltenham Avenue	Philadelphia	PA	19138	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6750 Boyer Street	Philadelphia	PA	19119	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6245 Wissahickon Avenue	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	703 E Rittenhouse Street	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4180 Gypsy Lane	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4971 Baynton Street	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7301 Henry Avenue	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4868 Ridge Avenue	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	201 Fountain Street	Philadelphia	PA	19127	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	900 Grakyn Lane	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1 Rector Street	Philadelphia	PA	19127	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5878 Ridge Avenue	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3539 Gaul Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1501 E Bristol Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4649 Richmond Street	Philadelphia	PA	19137	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1632 E Bristol Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2150 Wakeling Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5625 Tacony Street	Philadelphia	PA	19137	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5091 Summerdale Avenue	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1101 E Cayuga Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5200 Penn Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1251 E Sedgley Avenue	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6300 Hawthorne Street	Philadelphia	PA	19149	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1805 Hellerman Street	Philadelphia	PA	19149	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	5747 Frankford Avenue	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1010 Arrott Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3631 Amber Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6250 Frontenac Street	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5700 Torresdale Avenue	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4800 Ditman Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5801 Frankford Avenue	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4200 Deerpath Lane	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	12501 Torrey Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	10811 Calera Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	12770 Dunks Ferry Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3600 Whitehall Lane	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	9550 Frankford Avenue	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2130 Winter Street	Philadelphia	PA	19103	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1575 John F Kennedy Blvd	Philadelphia	PA	19102	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	239 Arch Street	Philadelphia	PA	19106	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1020 Lombard Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	820 N 8th Street	Philadelphia	PA	19123	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	315 Fairmount Avenue	Philadelphia	PA	19123	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	600 Lombard Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	700 S 9th Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6201 Torresdale Avenue	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7301 Torresdale Avenue	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4423 Longshore Avenue	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4800 Hellerman Street	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4500 Rhawn Street	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3350 Solly Avenue	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4131 Unruh Avenue	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2990 Saint Vincent Street	Philadelphia	PA	19149	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4301 Princeton Avenue	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	13049 Kelvin Avenue	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	9949 President Street	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	3152 Academy Road	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	575 Tomlinson Road	Philadelphia	PA	19116	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1101 Bartlett Street	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1834 Ellsworth Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	740 S 17th Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2601 Pine Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	8647 Axe Factory Dwy	Philadelphia	PA	19152	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7976 Rockwell Avenue	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	8101 Bustleton Avenue	Philadelphia	PA	19152	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	8600 Verree Road	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6000 Rising Sun Avenue	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	8101 Bustleton Avenue	Philadelphia	PA	19152	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	8600 Verree Road	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7370 Central Avenue	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1400 Cottman Avenue	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	800 Diamond Street	Philadelphia	PA	19122	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2501 W Sedgley Avenue	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2102 W Cecil B Moore Avenue	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2100 Cecil B Moore Avenue	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2501 W Diamond Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1817 N 16th Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	801 Lemon Hill Drive	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1 Boathouse Row	Philadelphia	PA	10130	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1501-39 N 10th Street	Philadelphia	PA	19122	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1431 N 6th Street	Philadelphia	PA	19122	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1101 W Susquehanna Avenue	Philadelphia	PA	19133	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1800 Wallace Street	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3500 Reservoir Drive	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2528 W Sedgley Avenue	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	670 Aquarium Drive	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2879 Cedar Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1826 Blair Street	Philadelphia	PA	19125	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	1222 E Montgomery Avenue	Philadelphia	PA	19125	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2610 E Westmoreland Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	301 W Cumberland Street	Philadelphia	PA	19133	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2600 Aramingo Avenue	Philadelphia	PA	19125	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	147 W Master Street	Philadelphia	PA	19122	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	113 W Ontario Street	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1099 E Tioga Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1832 N Howard Street	Philadelphia	PA	19122	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3201 N 5th Street	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3201 Richmond Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3350 D Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3000 Edgemont Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2502 N Howard Street	Philadelphia	PA	19133	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1400 S. 47th Street	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5800 Chester Avenue	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6700 Regent Street	Philadelphia	PA	19142	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	700 Cobbs Creek Parkway	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5700 Haverford Avenue	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5825 Spruce Street	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	280 Cobbs Creek Parkway	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	250 S Cobbs Creek Parkway	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6500 Callowhill Street	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	2120 Martin Luther King Drive	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1701 Belmont Avenue	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5433 Lansdowne Avenue	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6839 Lansdowne Avenue	Philadelphia	PA	19151	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5200 Media Street	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7050 Haverford Avenue	Philadelphia	PA	19151	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3850 Ford Road	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1951 N 60th Street	Philadelphia	PA	19151	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	100 N Horticultural Drive	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4301 Lansdowne Avenue	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (miles per Dark Fiber Pair)	MRC per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	5301 Overbrook Avenue	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4700 Brown Street	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3850 Ford Road	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5300 Parkside Avenue N	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	4115 Montgomery Drive	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3805 Sweetbriar Lane	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5100 Parrish Street	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	3910 Conshohocken Avenue	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	900 W Chew Avenue	Philadelphia	PA	19141	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6101 Ardleigh Street	Philadelphia	PA	19138	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	5500 B Street	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7701 Mansfield Avenue	Philadelphia	PA	19150	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	610 W Spencer Street	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	200 65th Avenue	Philadelphia	PA	19126	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	1600 Cheltenham Avenue	Philadelphia	PA	19141	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	6001 A Street	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7210 Ogontz Avenue	Philadelphia	PA	19138	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0
5 YEARS	1	2	7200 Woolston Avenue	Philadelphia	PA	19138	400 N. Broad Street	Philadelphia	PA	19130	0.42	\$43.72	\$0

Appendix B- Potential Additional Dark Fiber Service Locations

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
			Address	City	State	Zip	Address	City	State	Zip			
5 YEARS	1	2	13 Hog Island Road	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8000 Essington Ave	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1 SCOTT WAY	Philadelphia	PA	19113	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8800 Essington Ave	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8200 Enterprise Ave	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8201 Tincum Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4269 Island Ave	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7992 Penrose Ferry Road	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7800 Penrose Ferry Road	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4500 S Broad Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3061 Island Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	25 PATTISON AVE	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6930 Norwitch Drive	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6750 LINDBERGH BLVD	Philadelphia	PA	19142	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2800 S 20th Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2600 S 13th Street	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3033 S 63 Street	Philadelphia	PA	19153	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3100 Passyunk Ave	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	200 SNYDER AVE	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	400 Snyder Ave	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2301 S 24th Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3015 S 61 Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2500 Jackson Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6438 Woodland Ave	Philadelphia	PA	19142	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6448 Woodland Ave	Philadelphia	PA	19142	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1033 MIFFLIN Street	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1930 S Broad Street	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1835 S. Broad Street	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1100 Wharton Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1357 S 12th Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1 Washington Ave	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	5100 Grays Ave	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5101 Grays Ave	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1200 S 20th Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2000 Federal Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4900 Botanic Ave	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3031 Grays Ferry Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	776 S 17TH Street	Philadelphia	PA	19146	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	711 S Broad Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	601 South Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	905 South Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	780 Schuylkill Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	801 S 52nd Street	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	305 S 13th Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	601 Walnut Street	Philadelphia	PA	19106	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	728 S 55TH Street	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	555 S 43 Street	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	660 Chestnut Street	Philadelphia	PA	19106	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	123 S Broad Street	Philadelphia	PA	19109	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	100 S Broad Street	Philadelphia	PA	19110	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1339 Chestnut Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	321 S University Ave	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	10115 N 4th Street	Philadelphia	PA	19106	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2401 Walnut Street	Philadelphia	PA	19103	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1234 MARKET Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1101 Market Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1400 John F Kennedy Blvd	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	600 Arch Street	Philadelphia	PA	19106	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1601 Market Street	Philadelphia	PA	19103	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	145 N 2nd Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1628 John F Kennedy Blvd	Philadelphia	PA	19103	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1617 John F. Kennedy Blvd	Philadelphia	PA	19103	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1880 John F Kennedy Blvd	Philadelphia	PA	19103	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1401 John F Kennedy Blvd	Philadelphia	PA	19102	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5510 Pine Street	Philadelphia	PA	19143	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	133 N 10th Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1425 Arch Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	750 Race Street	Philadelphia	PA	19106	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1515 Arch Street	Philadelphia	PA	19102	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3940 Chestnut Street	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4040 Chestnut Street	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4221 Market Street	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	502 N Columbus Blvd	Philadelphia	PA	19123	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5557 Chestnut Street	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	401 N Broad Street	Philadelphia	PA	19108	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	400 N Broad Street	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	456 N 5TH Street	Philadelphia	PA	19123	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	240 Spring Garden Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3900 Lancaster Ave	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5901 Market Street	Philadelphia	PA	19139	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4800 Haverford Ave	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4400 HaverfoRoad Ave	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3420 Haverford Ave	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	667 N BROAD Street	Philadelphia	PA	19123	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	640 Waterworks Dr	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	843 N 8TH Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1901 Fairmount Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	804 N BROAD Street	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	338 N. 65th Street	Philadelphia	PA	19151	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1541 Parrish Street	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2400 KELLY Drive	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	400 W Girard Ave	Philadelphia	PA	19123	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	321 W Girard Ave	Philadelphia	PA	19123	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6059 Haverford Ave	Philadelphia	PA	19151	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1201 N 61Street	Philadelphia	PA	19151	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	615 E Girard Ave	Philadelphia	PA	19125	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2030 W Girard Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1415 N Broad Street	Philadelphia	PA	19122	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3199 W Girard AVE	Philadelphia	PA	19130	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	1301 N 28th Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1517 Belmont Ave	Philadelphia	PA	19104	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5433 Lansdowne Ave	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2559 Master Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4301 Parkside Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4800 Parkside Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1905 W Oxford Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1866 N Howard Street	Philadelphia	PA	19122	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2601 Belgrade Street	Philadelphia	PA	19125	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1514 CECIL B MOORE AVE	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2320 W Cecil B Moore Ave	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2101 Cecil B Moore Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1747 N 17th Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3309 DIAMOND Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1900 N 20th Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1748 N 33 Street	Philadelphia	PA	19121	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3901 N Delaware Ave	Philadelphia	PA	19137	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1913 N 63 Street	Philadelphia	PA	19151	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1700 West River Drive	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2110 W River Drive	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2600 W Glenwood Ave	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3267 Almond Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2426 N 2nd Street	Philadelphia	PA	19133	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3895 RICHMOND Street	Philadelphia	PA	19137	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2520 E Ontario Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2840 Dauphin Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2501 E TIOGA Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2115 W York Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3900 Richmond Street	Philadelphia	PA	19137	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2401 N 26th Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	635 W Lehigh Ave	Philadelphia	PA	19133	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2937 Boudinot Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2400 Strawberry Mansion Dr	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1952 E Allegheny Ave	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	1813 E HILTON Street	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2761 North 22nd Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2900 N Park Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2801 W Cambria Street	Philadelphia	PA	19147	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4305 Monument Road	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4750 Richmond Street	Philadelphia	PA	19137	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4300 Ford Road	Philadelphia	PA	19131	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3115 N 22ND Street	Philadelphia	PA	19132	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3780 Kensington Ave	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3201 Fox Street	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3275 Fox Street	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	660 E Erie Ave	Philadelphia	PA	19134	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1502 E Lycoming Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4208 Ridge Ave	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3901 Whitaker Ave	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1500 E Hunting Park Ave	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3720 N Broad Street	Philadelphia	PA	19148	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2207 W Hunting Park Ave	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2100 Wakeling Street.	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	101 W Luzerne Street	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2201 W Hunting Park Ave	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4040 Whitaker Ave	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3300 Henry Ave	Philadelphia	PA	19145	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4000 N American Street	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	300 E Hunting Park Ave	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	100 E HUNTING PARK AVE	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4700 Ridge Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4600 Ridge Ave	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	133 W. Hunting Park Avenue	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5100 Robbins Street	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4700 Wissahickon Ave	Philadelphia	PA	19140	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4298 Macalester Street	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4634 Frankford Ave	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5100 LEVICK Street	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	4501 G Street	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1652 Foulkrod Street	Philadelphia	PA	19124	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3585 Fox Street	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4501 Van Kirk Street	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3110 W Queen Ln	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3595 FOX Street	Philadelphia	PA	19129	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4931 Magee Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5200 Wissahickon Ave	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6501 Hegerman Street.	Philadelphia	PA	19135	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4501 Strenton Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1127 W Loudon Street	Philadelphia	PA	19141	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4451 Main Street	Philadelphia	PA	19127	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4447 Main Street	Philadelphia	PA	19127	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	4800 Langdon Street	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3001 ROBBINS Street	Philadelphia	PA	19149	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8201 State Road	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7901 State Road	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7979 State Road	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	68 W Chelten Ave	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6249 Wissahickon Ave	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5501 N 5th Street	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8201 Torresdale Ave	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5202 Pennypack Street	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5200 Pennypack Street	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8401 State Road	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8207 Torresdale Ave	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8215 Torresdale Ave	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	43 W Haines Street	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	131 E Chelten Ave	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5101 Pennypack Street	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	300 E Chelten Ave	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8299 Torresdale Ave	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	217 E Rittenhouse Street	Philadelphia	PA	19144	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8501 State Road	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	6630 Ridge Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6666 Ridge Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2901 Pinceton Ave	Philadelphia	PA	19149	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8601 State Road	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	301 Domino Lane	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7818 Frankford Ave	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6701 Ridge Ave	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6350 FRONTENAC Street	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6000 A Street	Philadelphia	PA	19120	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5931 Old York Road	Philadelphia	PA	19141	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	9001 State Road	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5960 N Broad Street	Philadelphia	PA	19141	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6098 Rising Sun Ave	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6100 Rising Sun Avenue	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	409 LARDNER Street	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6301 N 5TH Street	Philadelphia	PA	19126	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	5793 Lincoln Drive	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2230 Cottman Ave	Philadelphia	PA	19149	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8747 Frankford Ave	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1610 W. Cheltenham Ave	Philadelphia	PA	19126	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	400 DEARNLEY Street	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1900 Cottman Ave	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6601 Rising Sun Ave	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7718 Ridge Ave	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7306 Castor Ave	Philadelphia	PA	19152	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	9197 Frankford Ave	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1210 Oak Lane Ave	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	6900 Germantown Ave	Philadelphia	PA	19119	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7522 Castor Ave	Philadelphia	PA	19152	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1920 68TH AVE	Philadelphia	PA	19138	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7001 GERMANTOWN AVE	Philadelphia	PA	19119	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8205 Roosevelt Blvd	Philadelphia	PA	19152	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8443 HARNER Street	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2901 Welsh Road	Philadelphia	PA	19136	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	7224 Woolston Ave	Philadelphia	PA	19138	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8605 Roosevelt Blvd	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7790 Dungan Road	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	333 COTTMAN AVE	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	999 GRAKYN Lane	Philadelphia	PA	19128	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7599 Ogontz Ave	Philadelphia	PA	19150	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	9700 Ashton Road	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	7800 OGONTZ AVE	Philadelphia	PA	19150	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	834 Rhawn Street	Philadelphia	PA	19111	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	9800 Ashton Road	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	101 W HIGHLAND AVE	Philadelphia	PA	19118	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8323 GERMANTOWN AVE	Philadelphia	PA	19118	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	8600 Krewstown Road	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3100 Red Lion Road	Philadelphia	PA	19114	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	10837 CALERA Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	9359 KREWSTOWN Road	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	3270 Comly Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	9845 Bustleton Ave	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1701 Bowler Street	Philadelphia	PA	19115	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2972 COMLY Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2838 Woodhaven Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	12754 DUNKS FERRY Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	2817 Southampton Road	Philadelphia	PA	19154	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	812 Hendrix Street	Philadelphia	PA	19116	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	1140 Byberry Road	Philadelphia	PA	19116	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD
5 YEARS	1	2	201 TOMLINSON Road	Philadelphia	PA	19107	1234 Market Street	Philadelphia	PA	19107	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	13 Hog Island Road	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8000 Essington Ave	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1 SCOTT WAY	Philadelphia	PA	19113	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	8800 Essington Ave	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8200 Enterprise Ave	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8201 Tincum Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4269 Island Ave	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7992 Penrose Ferry Road	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7800 Penrose Ferry Road	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4500 S Broad Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3061 Island Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	25 PATTISON AVE	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6930 Norwich Drive	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6750 LINDBERGH BLVD	Philadelphia	PA	19142	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2800 S 20th Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2600 S 13th Street	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3033 S 63 Street	Philadelphia	PA	19153	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3100 Passyunk Ave	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	200 SNYDER AVE	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	400 Snyder Ave	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2301 S 24th Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3015 S 61 Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2500 Jackson Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6438 Woodland Ave	Philadelphia	PA	19142	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6448 Woodland Ave	Philadelphia	PA	19142	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1033 MIFFLIN Street	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1930 S Broad Street	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1835 S. Broad Street	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1100 Wharton Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1357 S 12th Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1 Washington Ave	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5100 Grays Ave	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5101 Grays Ave	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1200 S 20th Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2000 Federal Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4900 Botanic Ave	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3031 Grays Ferry Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	776 S 17TH Street	Philadelphia	PA	19146	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	711 S Broad Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	601 South Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	905 South Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	780 Schuylkill Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	801 S 52nd Street	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	305 S 13th Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	601 Walnut Street	Philadelphia	PA	19106	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	728 S 55TH Street	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	555 S 43 Street	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	660 Chestnut Street	Philadelphia	PA	19106	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	123 S Broad Street	Philadelphia	PA	19109	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	100 S Broad Street	Philadelphia	PA	19110	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1339 Chestnut Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	321 S University Ave	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	10115 N 4th Street	Philadelphia	PA	19106	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2401 Walnut Street	Philadelphia	PA	19103	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1234 MARKET Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1101 Market Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1400 John F Kennedy Blvd	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	600 Arch Street	Philadelphia	PA	19106	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1601 Market Street	Philadelphia	PA	19103	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	145 N 2nd Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1628 John F Kennedy Blvd	Philadelphia	PA	19103	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1617 John F. Kennedy Blvd	Philadelphia	PA	19103	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1880 John F Kennedy Blvd	Philadelphia	PA	19103	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1401 John F Kennedy Blvd	Philadelphia	PA	19102	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5510 Pine Street	Philadelphia	PA	19143	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	133 N 10th Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1425 Arch Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	750 Race Street	Philadelphia	PA	19106	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1515 Arch Street	Philadelphia	PA	19102	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3940 Chestnut Street	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4040 Chestnut Street	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4221 Market Street	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	502 N Columbus Blvd	Philadelphia	PA	19123	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5557 Chestnut Street	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	401 N Broad Street	Philadelphia	PA	19108	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	400 N Broad Street	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	456 N 5TH Street	Philadelphia	PA	19123	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	240 Spring Garden Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3900 Lancaster Ave	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5901 Market Street	Philadelphia	PA	19139	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4800 Haverford Ave	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4400 HaverfoRoad Ave	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3420 Haverford Ave	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	667 N BROAD Street	Philadelphia	PA	19123	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	640 Waterworks Dr	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	843 N 8TH Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1901 Fairmount Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	804 N BROAD Street	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	338 N. 65th Street	Philadelphia	PA	19151	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1541 Parrish Street	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2400 KELLY Drive	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	400 W Girard Ave	Philadelphia	PA	19123	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	321 W Girard Ave	Philadelphia	PA	19123	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6059 Haverford Ave	Philadelphia	PA	19151	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1201 N 61Street	Philadelphia	PA	19151	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	615 E Girard Ave	Philadelphia	PA	19125	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2030 W Girard Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1415 N Broad Street	Philadelphia	PA	19122	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3199 W Girard AVE	Philadelphia	PA	19130	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1301 N 28th Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1517 Belmont Ave	Philadelphia	PA	19104	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5433 Lansdowne Ave	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2559 Master Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4301 Parkside Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4800 Parkside Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1905 W Oxford Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1866 N Howard Street	Philadelphia	PA	19122	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2601 Belgrade Street	Philadelphia	PA	19125	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1514 CECIL B MOORE AVE	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2320 W Cecil B Moore Ave	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2101 Cecil B Moore Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1747 N 17th Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3309 DIAMOND Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1900 N 20th Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	1748 N 33 Street	Philadelphia	PA	19121	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3901 N Delaware Ave	Philadelphia	PA	19137	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1913 N 63 Street	Philadelphia	PA	19151	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1700 West River Drive	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2110 W River Drive	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2600 W Glenwood Ave	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3267 Almond Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2426 N 2nd Street	Philadelphia	PA	19133	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3895 RICHMOND Street	Philadelphia	PA	19137	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2520 E Ontario Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2840 Dauphin Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2501 E TIOGA Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2115 W York Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3900 Richmond Street	Philadelphia	PA	19137	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2401 N 26th Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	635 W Lehigh Ave	Philadelphia	PA	19133	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2937 Boudinot Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2400 Strawberry Mansion Drive	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1952 E Allegheny Ave	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1813 E HILTON Street	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2761 North 22nd Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2900 N Park Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2801 W Cambria Street	Philadelphia	PA	19147	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4305 Monument Road	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4750 Richmond Street	Philadelphia	PA	19137	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4300 Ford Road	Philadelphia	PA	19131	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3115 N 22ND Street	Philadelphia	PA	19132	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3780 Kensington Ave	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3201 Fox Street	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3275 Fox Street	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	660 E Erie Ave	Philadelphia	PA	19134	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1502 E Lycoming Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4208 Ridge Ave	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3901 Whitaker Ave	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1500 E Hunting Park Ave	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3720 N Broad Street	Philadelphia	PA	19148	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2207 W Hunting Park Ave	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	2100 Wakeling Street.	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	101 W Luzerne Street	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2201 W Hunting Park Ave	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4040 Whitaker Ave	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3300 Henry Ave	Philadelphia	PA	19145	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4000 N American Street	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	300 E Hunting Park Ave	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	100 E HUNTING PARK AVE	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4700 Ridge Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4600 Ridge Ave	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	133 W. Hunting Park Avenue	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5100 Robbins Street	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4700 Wissahickon Ave	Philadelphia	PA	19140	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4298 Macalester Street	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4634 Frankford Ave	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5100 LEVICK Street	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4501 G Street	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1652 Foulkrod Street	Philadelphia	PA	19124	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3585 Fox Street	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4501 Van Kirk Street	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3110 W Queen Ln	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3595 FOX Street	Philadelphia	PA	19129	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4931 Magee Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5200 Wissahickon Ave	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6501 Hegerman Street.	Philadelphia	PA	19135	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4501 Strenton Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1127 W Loudon Street	Philadelphia	PA	19141	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4451 Main Street	Philadelphia	PA	19127	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4447 Main Street	Philadelphia	PA	19127	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	4800 Langdon Street	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3001 ROBBINS Street	Philadelphia	PA	19149	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8201 State Road	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7901 State Road	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7979 State Road	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	68 W Cheltenham Ave	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6249 Wissahickon Ave	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5501 N 5th Street	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	8201 Torresdale Ave	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5202 Pennypack Street	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5200 Pennypack Street	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8401 State Road	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8207 Torresdale Ave	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8215 Torresdale Ave	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	43 W Haines Street	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	131 E Cheltenham Ave	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5101 Pennypack Street	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	300 E Cheltenham Ave	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8299 Torresdale Ave	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	217 E Rittenhouse Street	Philadelphia	PA	19144	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8501 State Road	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6630 Ridge Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6666 Ridge Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2901 Pinceton Ave	Philadelphia	PA	19149	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8601 State Road	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	301 Domino Lane	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7818 Frankford Ave	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6701 Ridge Ave	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6350 FRONTENAC Street	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6000 A Street	Philadelphia	PA	19120	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5931 Old York Road	Philadelphia	PA	19141	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	9001 State Road	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5960 N Broad Street	Philadelphia	PA	19141	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6098 Rising Sun Ave	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6100 Rising Sun Avenue	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	409 LARDNER Street	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6301 N 5TH Street	Philadelphia	PA	19126	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	5793 Lincoln Drive	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2230 Cottman Ave	Philadelphia	PA	19149	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8747 Frankford Ave	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1610 W. Cheltenham Ave	Philadelphia	PA	19126	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	400 DEARNLEY Street	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1900 Cottman Ave	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6601 Rising Sun Ave	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7718 Ridge Ave	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

SERVICE TERM	Number of Dark Fiber Pairs	Strand Count per Dark Fiber Circuit	Customer A Location				Customer Z Location				Est Route Distance (Miles per Dark Fiber Pair)	MRC Per Dark Fiber Pair	NRC per Dark Fiber Pair
5 YEARS	1	2	7306 Castor Ave	Philadelphia	PA	19152	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	9197 Frankford Ave	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1210 Oak Lane Ave	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	6900 Germantown Ave	Philadelphia	PA	19119	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7522 Castor Ave	Philadelphia	PA	19152	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1920 68TH AVE	Philadelphia	PA	19138	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7001 GERMANTOWN AVE	Philadelphia	PA	19119	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8205 Roosevelt Blvd	Philadelphia	PA	19152	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8443 HARNER Street	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2901 Welsh Road	Philadelphia	PA	19136	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7224 Woolston Ave	Philadelphia	PA	19138	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8605 Roosevelt Blvd	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7790 Dungan Road	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	333 COTTMAN AVE	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	999 GRAKYN Lane	Philadelphia	PA	19128	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7599 Ogontz Ave	Philadelphia	PA	19150	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	9700 Ashton Road	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	7800 OGONTZ AVE	Philadelphia	PA	19150	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	834 Rhawn Street	Philadelphia	PA	19111	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	9800 Ashton Road	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	101 W HIGHLAND AVE	Philadelphia	PA	19118	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8323 GERMANTOWN AVE	Philadelphia	PA	19118	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	8600 Krewstown Road	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3100 Red Lion Road	Philadelphia	PA	19114	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	10837 CALERA Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	9359 KREWSTOWN Road	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	3270 Comly Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	9845 Bustleton Ave	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1701 Bowler Street	Philadelphia	PA	19115	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2972 COMLY Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2838 Woodhaven Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	12754 DUNKS FERRY Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	2817 Southampton Road	Philadelphia	PA	19154	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	812 Hendrix Street	Philadelphia	PA	19116	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	1140 Byberry Road	Philadelphia	PA	19116	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD
5 YEARS	1	2	201 TOMLINSON Road	Philadelphia	PA	19107	400 N. Broad Street	Philadelphia	PA	19130	TBD	\$43.72	TBD

APPENDIX C
CUSTOMER SERVICE STANDARDS

APPENDIX C

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise Area.

SECTION 1: DEFINITIONS

A. **Respond**: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. **Significant Outage**: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Franchise Area.

C. **Service Call**: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Standard Installation**: Installations where the Subscriber is within one hundred fifty (150) feet from the existing distribution system.

SECTION 2: TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. The Franchisee representatives shall identify themselves by name when answering this number.

B. The Franchisee at any time may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first-tier menu of English options.

(1) After the first-tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

C. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received

by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

D. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

E. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with telephone answering standards in Subsections 2.C. and 2.D. unless a historical record of complaints shows a demonstrated failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the outside placement of the Optical Network Terminal (“ONT”) on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises or is to be installed inside the customer’s premises at the time of installation.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) business days after ONT placement or later than seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

C. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

D. The Franchisee will offer Subscribers “appointment window” alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hours scheduled time block during Franchisee’s Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient to the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall promptly notify the City of any Significant Outage of the Cable Service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the City and each affected Subscriber in the Franchise Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service with reasonable notice provided to affected Subscribers in advance of any scheduled outage.

C. The Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond within twenty-four (24) hours, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls regarding Service Interruptions in the Franchise Area.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the City of a Cable Service problem.

E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Franchisee shall meet the standard in Subsection 4.E. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar quarterly basis.

G. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

H. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if

requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a Subscriber billing statement within the next available billing cycle following the outage.

J. The Franchisee may provide all notices identified in this Section 4 on printed or electronic billing statements, through other electronic means and on screen through the Interactive Media Guide (“IMG”).

SECTION 5: SUBSCRIBER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the City within five (5) business days of receipt. The Franchisee shall notify the City of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The City may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section 5, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise Fees, taxes, and/or other governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to the Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and
- (4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

G. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the City upon request.

H. The Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Franchisee may permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Franchisee, the payment alternative may be limited.

I. Upon the City's written request, the Franchisee shall omit the City's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: DEPOSITS, REFUNDS, AND CREDITS

A. The Franchisee may require refundable deposits from Subscribers (1) with a poor credit or poor payment history, (2) who refuse to provide credit history information to the Franchisee, or (3) who rent Subscriber equipment from the Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment that the Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one (1)

year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund or credit will be issued within the next available billing cycle following the resolution of the event giving rise to the refund (*e.g.*, equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Franchisee or its authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9: DISCONNECTION/DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement or be provided in a manner requested by the Subscriber consistent with the Verizon Customer Agreement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a refund or credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

D. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the home of a Subscriber shall wear a clearly visible identification card bearing their name and photograph. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to the City.

D. All notices identified in this Section 10 shall be by either:

- (1) A separate document included with a billing statement or message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification; or
- (3) Any other reasonable written means of which the Subscriber has been made aware.

E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel lineups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the City including how and where the notice was given to Subscribers.

F. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Subsection 10.F. if within the control of the Franchisee:

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address, and telephone number of the City, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.F. will be given to the City at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of the Franchisee and as soon as possible if not within the control of the Franchisee.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service added, identification of any service removed or re-tiered and the specific new Channel locations.

APPENDIX D
FORM OF PERFORMANCE BOND



APPENDIX D

FORM OF PERFORMANCE BOND
CITY OF PHILADELPHIA
PERFORMANCE BOND

Cable Franchise Agreement Between City of Philadelphia,
And
Dated [insert Agreement Effective Date]_____

Bond No. _____
Bond Amount _____

1. Verizon Pennsylvania LLC ("Franchisee") and -

_____ ("Surety")
jointly and severally bind themselves, their heirs, executors, administrators, successors,
and assigns to the City of Philadelphia ("City") for the performance of the Franchise
Agreement. The Franchise Agreement is by reference incorporated herein and made a part
hereof.

2. If the Franchisee performs the Franchise Agreement, in accordance with the terms and
conditions thereof, the Surety and the Franchisee shall have no further obligation under
this Performance Bond.

3. The Surety's obligation under this Performance Bond shall arise after the City has declared
a "Franchisee Default" as defined below, formally terminated the Franchise Agreement or
the Franchisee's rights under the Franchise Agreement, and so notified the Surety under
this Performance Bond.

4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall, at the
Surety's sole cost and expense, undertake one or more of the following actions:

- a. Arrange for the Franchisee to perform and complete the Franchise Agreement; or
- b. Perform and complete the Franchise Agreement itself, through qualified entities
approved by the City, through a contract between the Surety and such qualified
entity, which performance and completion shall be undertaken in strict accordance
with the terms and conditions of the Franchise Agreement; or
- c. Tender payment to the City in the amount of all losses incurred by the City as a
result of the Franchisee Default and as determined by the City for which the Surety
is liable to the City, including any and all costs of performing the Franchise
Agreement and all losses, costs, and expenses incurred by the City as a result of the
Franchisee Default, and including all unpaid fees or payments owed to the City by
the Franchisee under the Franchise Agreement, except that Surety's payment under
this option shall in no event exceed the Bond Amount provided above. The Surety
may not proceed with this option in lieu of the options set forth in subparagraphs
(a) or (b) above, except upon the express written consent of the City, which consent
may be withheld by the City for any reason.

5. The Surety shall proceed in accordance with Paragraph 4 above within fifteen (15) business days after notice from the City to the Surety of the Franchisee Default, formal termination of the Franchise Agreement or the Franchisee's right to perform the Franchise Agreement, except that the Surety shall proceed within five (5) days after notice, where the notice states that immediate action by the Surety is necessary to safeguard life or property.
6. If the Surety fails to proceed in accordance with Paragraphs 4 and 5 above, then the Surety shall be deemed to be in default on this Performance Bond five (5) business days after receipt of written notice from the City to the Surety demanding that the Surety perform its obligations under this Performance Bond. Thereafter, if notice to the Surety is without effect, the City shall be entitled to enforce any legal or equitable remedy available to the City. If the Surety has denied liability, in whole or in part, the City shall be entitled without further notice to Surety to enforce any legal or equitable remedies available to the City.
7. This Bond shall be effective as of the date of the Franchise Agreement written on page 1, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligees not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligees.
8. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligees recoverable under this bond.
9. After the City has terminated the Franchise Agreement or the Franchisee's rights under the Franchise Agreement, and if the Surety is proceeding under subparagraphs 4(a) or 4(b) above, then the responsibilities of the Surety to the City shall not be greater than those of the Franchisee under the Franchise Agreement, and the responsibilities of the City to the Surety shall not be greater than those of the City under the Franchise Agreement. The Surety shall be obligated to the limit of the Bond Amount as set forth on page 1 of this Performance Bond. The Surety shall be obligated, without duplication, for:
 - a. The responsibilities of the Franchisee for performance of the Franchise Agreement and correction of all Franchisee Defaults under the Franchise Agreement;
 - b. Additional legal, professional, delay costs and other costs incurred by the City as a result of the Franchisee Default, and as a result of the Surety's actions or failures to act under Paragraph 4 above;
 - c. Liquidated damages as specified in the Franchise Agreement, and all damages incurred by the City as a result of Franchisee Default and/or non-performance of the Franchise Agreement by the Surety; and
 - d. Payment of all unpaid and due and owing fees or payments owed to the City under the Franchise Agreement.
10. The Surety hereby waives notice of any change or modification to the Franchise Agreement.

11. Any proceeding, suit, or claim, legal or equitable, under this Performance Bond shall be instituted in the U.S. District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County and shall be instituted within two years of the date on which the Surety refuses or fails to perform its obligations under this Performance Bond, in accordance with Paragraphs 4 and 5 above. If the provisions of this Paragraph are void or prohibited by law, the minimum limitations period available to sureties as a defense in the jurisdiction of the proceeding, suit, or claim shall be applicable.
12. All notices to the Surety or the Franchisee shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Franchisee, such party shall promptly provide notice to the City and the other party, with such notice to include the title and date of the Franchise Agreement as set forth on page 1 above and the above number of this Performance Bond. Notice to the City shall be provided as set forth in the Franchise Agreement.
13. The law controlling the interpretation or enforcement of this Performance Bond shall be Pennsylvania law.
14. **Definitions**
 - a. **Verizon Franchise Renewal Agreement or Franchise Agreement:** The agreement between the City and Franchisee, identified by the title and date on Page 1 above, pursuant to which the City granted Franchisee the right, by renewing its franchise on the terms set forth in the Franchise Agreement, to own, construct, operate, and maintain a Cable System in and along the public rights-of-way within the Franchise Area for the purpose of providing Cable Service (where "Cable System," "Cable Service," and "Franchise Area" have the meanings provided in the Franchise Agreement.)
 - b. **Franchisee Default:** "Franchisee Default" shall mean the occurrence of a "Default" or a "Termination Default" as defined or provided for in the Franchise Agreement.

FRANCHISEE AS PRINCIPAL:

SURETY:

Signature: _____

Signature: _____

Attorney-In-Fact

Title: _____

(* Attach Power of Attorney)

Date: _____

Date: _____

Address: _____

Address: _____

(Franchisee Corporate Seal)

(Surety Seal)

APPENDIX E
SYSTEM ARCHITECTURE

APPENDIX E
SYSTEM ARCHITECTURE

FTTP System Architecture

End-to-End Architecture

Figure 1 shows the architecture topology for supporting service across multiple market areas. A brief summary of the end-to-end architecture follows. Subsequent sections provide more information on each major component within the Verizon FTTP overlay architecture.

Figure 2 shows full build and overlay architecture. FTTP will be built instead of copper facilities in new communities. The fiber is deployed from a Central Office location, Video Serving Office, within a wire center area.

Figure 1-High Level End to End Architecture

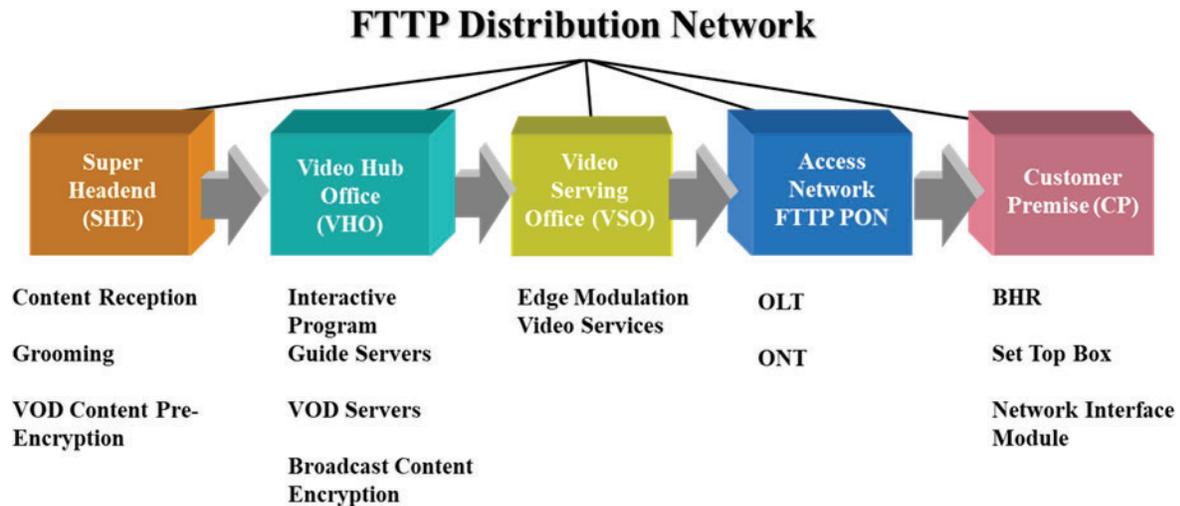
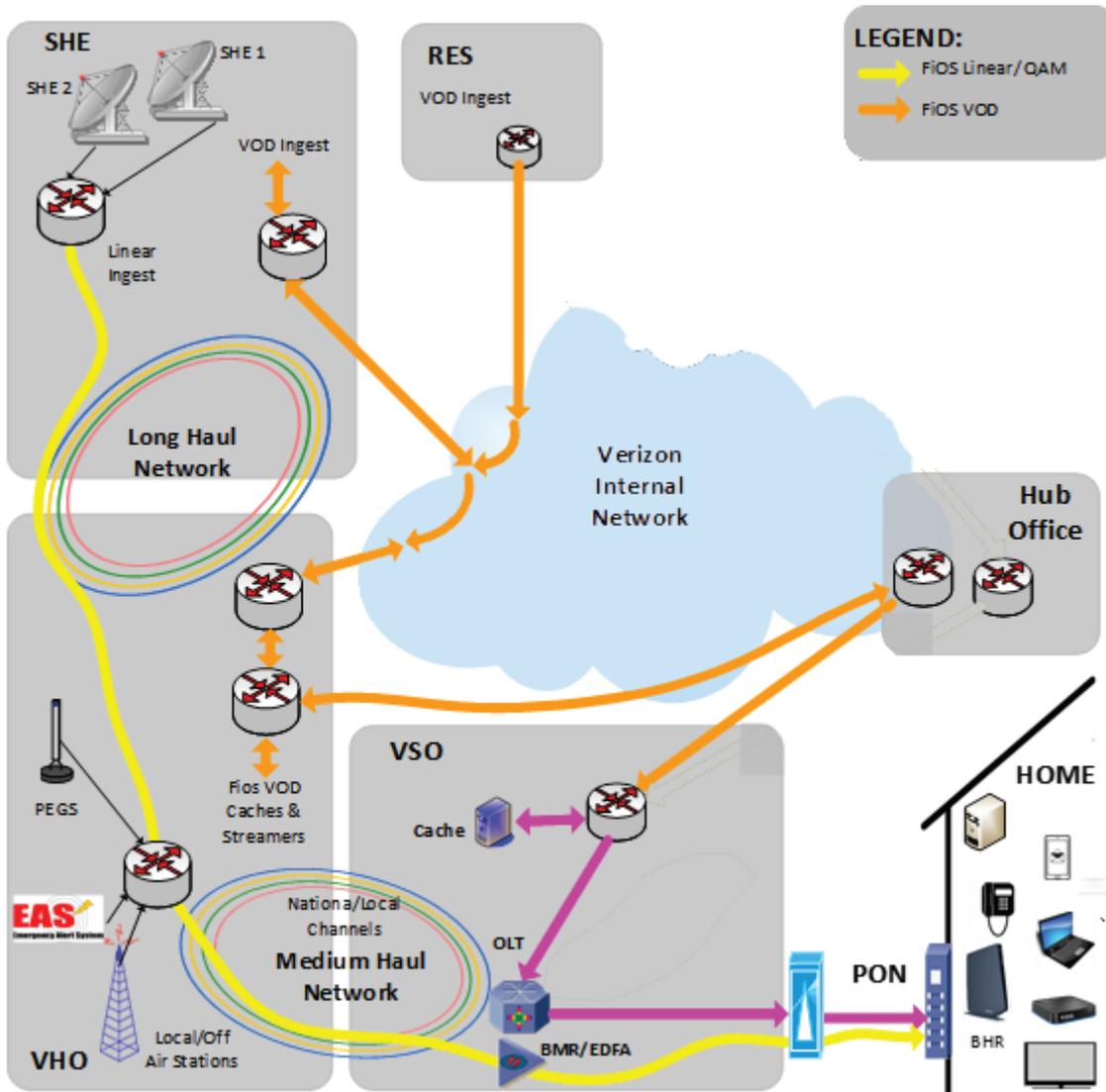


Figure 2-FTTP Full Build and Overlay Architectures



Super Headend (SHE)

“Super” headends (SHE) serve as the single points of national content aggregation and redundancy.

Both the primary and redundant SHEs are strategically located to ensure technical and environmental requirements are met.

The key functions of the SHE include:

- Content Reception
- Signal Processing
- Encoding
- Transport Network Interface

The majority of cable television sources are individual content provider programming. A mix of standard and high-definition formats are supported. All content is encoded into MPEG2 streams, formatted for ethernet over SONET and transported via a SONET transport facilities to a local point-of- presence (POP) for wide area (national) transport.

Wide Area Transport over the Long Haul Network (LHN)

In support of the cable television service, Verizon uses diverse SONET network facilities in the POPs serving the target cable markets. Multiple POPs exist within a market providing transport redundancy of the linear video signals.

Video Hub Office (VHO)

The VHO serves as the metro or local point of aggregation. The VHO location is based on a combination of technical factors, metro fiber/IOF availability, local channel reception characteristics, and municipal regulations (e.g., zoning ordinances).

The functions of the VHO include:

- WAN Interface for National linear video signal transport
- Ad Insertion
- PEG Content aggregation
- Multiplexing
- Linear Video Signal Grooming Emergency Alert Service (EAS)
- Interactive Program Guide (IPG)
- Conditional Access System (CAS)
- Local Content aggregation

The VHO aggregates three basic sources of content: national broadcast channels, local broadcast channels, and public, education, & government (PEG) channels. The national content is the traffic sent from the SHE and is delivered via a SONET interface from the SONET POP over the LHN. The local broadcast channels are received off-air via antennas or terrestrial fiber transport located at the VHO site. The PEG channels are collected via terrestrial connections from each local franchising area (LFA) served by the VHO.

Video content requiring protection will be encrypted by the CAS. All linear content is converted to ethernet and sent over the Metro Area Transport Network, Medium Haul Network (MHN), over SONET to the Video Serving Offices (VSO's).

Video Serving Office:

The optical cable television signals coming from the VHO are transported on the MHN over SONET facilities to the VSO. The VSO is a location within the central office containing FTTP equipment. The key function of the VSO is to combine Broadcast Cable television into the Voice and High Speed Data FTTP Network for delivery to the customer premise.

In the VSO, the ethernet signals are converted to Radio Frequency (RF) signals by the Broadband Media Router (BMR). In addition, an out-of-band downstream channel is generated which carries the Interactive Program Guide (IPG), provisioning, and management messages to STBs. The RF signals are combined and converted to an optical signal and fed into Erbium-Doped Fiber Amplifiers (EDFAs) at egress from the VHO. These optical cable television signals are transported on the 1550 nm wavelength of the G.983- specified Enhancement band.

The optical cable television signal is fed into a Wave Division Multiplexer (WDM) combiner and splitter, which is used to add the cable signal to the voice and high-speed data signals' wavelength (1490nm) coming from the Optical Line Terminal (OLT)- creating a single optical source. This optical signal is then sent towards the subscriber premises via the Passive Optical Network (PON). The VSO will also play a role in supporting upstream signals from the customer premises for pay-per-view services.

Pay-per-view usage data uses the data service's 1310nm upstream wavelength. The upstream data communications shall be sent back to a subscriber database located in the Operations Center located in the VHO.

Passive Optical Network:

The PON network is a bi-directional passive fiber network that connects the VSO to the customer premise.

Customer Premises

At the premise, an Optical Network Terminal (ONT) de-multiplexes the 1550nm optical linear video and simply converts it to a cable television electrical signal, which meets cable television industry standards for cable services. Standard home wiring practices, using coaxial cables, ethernet cables and wifi distribute the signal to cable ready TVs and standard set top boxes (STB).

There is 24x7 control and surveillance of the cable television platform from a remote location. This Network Operations Center (NOC) is centrally located and is responsible for the operation and maintenance of the Conditional Access System (CAS), which directs the encryption functions performed back at the VHO.

NOTE: The System Architecture is provided for illustrative purposes only and the architecture is subject to change at Verizon's sole discretion.

APPENDIX F
FORM OF FRANCHISE FEE REPORT

Franchise Fee Schedule/Report XX Quarter

City of Philadelphia

Verizon FCA

Pennsylvania

Franchise Fee Rate: 5.00%

	October	November	December	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. Basic Vpw. Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (eased Access & Other Misc.)				
Franchise Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts Subject to Franchise Fee Calculation				
Franchise Fee Due				

Verizon is hereby requesting that this information be treated by the Franchise Authority as confidential business information.

APPENDIX G
COMMISSIONER REVIEW

APPENDIX G – COMMISSIONER REVIEW

REQUIRED INFORMATION FOR COMMISSIONER REVIEW

NOTE: All information provided under this Appendix shall be treated as proprietary and confidential by the City pursuant to Section 8.1 (*Open Books and Records*) of the Franchise. The Franchisee will maintain a secure site so that documents and information can be viewed securely by the parties. Documents and information shall be available for a reasonable period of time. Upon entering into a non-disclosure agreement with the Franchisee, any third-party consultant hired by the City shall have access to the secure site.

1. Detailed data regarding all complaints received by the Franchisee from Subscribers, whether or not resolution required an employee service call, including complaints about any aspect of the Cable System or the Franchisee's cable operations (including, without limitation, complaints about employee courtesy). Detailed data must include the nature of each complaint, the date it was received, the disposition of the complaint, if any, the date of disposition, and in cases where disposition has not occurred, an explanation of why. The term complaint as used herein shall be consistent with Subsection 8.2.3.1 of the Franchise Agreement.
2. Detailed data identifying all outages of the Cable System affecting Subscribers in the City, including the date, duration, area, number of Subscribers affected, type of outage, and cause for each.
3. Detailed data regarding all service calls for repair and maintenance, indicating for each service call, the nature of the service issue or request, the date and time service was requested, the date of acknowledgment, the date and time service was scheduled (if it was scheduled) and the date and time service was provided, and (if different) the date and time the problem was resolved.
4. Detailed data regarding: (1) all installation/reconnection requests, and (2) requests for service extension (non-standard installation). For each installation/reconnection and service extension request:
 - a. Indicate the date of the request, date of acknowledgment, and the date and time service was extended.
 - b. Provide the reason for the period of time it took to fulfill the request (i) for any installation/reconnection request that exceeded seven (7) business days from the day the request was received, if an ONT was already placed; or (ii) for any installation/reconnection request that exceeded seven (7) business days after ONT placement, if an outside ONT was not already placed; or (iii) for any installation/reconnection request for which Franchisee did not place an ONT within seven (7) business days from the date of the request.
5. A summary of activities undertaken by Franchisee as part of its development and operation of the System, including, but not limited to, Cable Service programming and related Cable Services. Please include, without limitation, the following:

- a. Number of channels on the Cable System.
 - b. Cable programming services provided, including, without limitation, channel adds, deletions and moves.
 - c. New products and services.
 - d. Public service programming, including public service announcements, Franchisee-generated local programming and other programming Franchisee considers to be public service programming.
 - e. Community service and involvement initiatives, including sponsorships of community events, participation of Franchisee personnel in community initiatives, partnerships with community organizations, and other similar activities.
6. System operations information as of the date of a data request from the City, including at least:
- a. Households to which Cable Service was available, including:
 - i. Total households in the City.
 - ii. Total households in the City by wire center.
 - iii. Total households in the City with service available.
 - iv. Total households in the City with service available by wire center.
 - b. Households to which Cable Service was *not* available, including:
 - i. Total households in the City with service unavailable.
 - ii. Total households in the City with service unavailable by wire center, including identification of such households by address (with all unit numbers for Multiple Dwelling Units (“MDUs”) that Franchisee considers to be subject to an exception from Franchisee’s deployment obligations under Section 3.2 (*Exceptions*) of the Franchise, with (a) the specific Section 3.2 exception Franchisee contends applies to each; (b) any other reason(s) why service is unavailable to the households; (c) any available projection of when an exception may be resolved and Cable Service made available, together with the basis for the projection consistent with information required by Subsection 3.5.4 (*Periodic Reevaluation*) of the Franchise.
 - iii. For households where service was not available as of three (3) months from the date of a request from the City, Franchisee should state the reasons why it was not available, including without limitation identification of all living units where service was not available because they are in MDUs to which access was denied to Franchisee (or service was otherwise blocked) by the MDU owner or landlord or community association; and identification of all housing units where service has not yet been requested. For MDUs where access has been denied by an owner or landlord or community association, identify the MDU (by address) and describe all active denials, passive denials, unreasonable demands by the owner or tenant association, and any technical or other issue resulting in lack of access.
 - c. A map of each wire center service area depicting the boundaries of the service area, the City street grid (showing all City blocks in the service area), and the

- totals and other information set forth in a. (i-ii) or b. (i-iii) above for each City block.
- d. Projections by month of the number of service unavailable households in the City (broken down into Single Family Units (“SFUs”) and MDUs) where service will be made available in the date range specified by the Commissioner’s request, including supporting documentation. Identify any potential obstacles that could prevent service availability.
7. Number of System employees working on any aspect of the Cable System serving the City as of the date of a data request from the City for that information, including at least:
- a. Total number of such System employees.
 - b. Number of such System employees devoted fulltime to the Philadelphia Cable System.
 - c. Number of System employees devoting more than fifty percent (50%) of their time to the Philadelphia Cable System.
 - d. The number of technical operations personnel assigned fulltime to the Philadelphia Cable System and the number of such personnel assigned to the Philadelphia region, including the percentage of their time devoted to work on the Philadelphia Cable System. Please identify the number of technical operations personnel in each of the following categories: engineering, design, construction, installation, and service-call response.
 - e. The number of customer service operations personnel, including the number of personnel assigned fulltime to the Cable System serving the City and the number of regional personnel that support the Philadelphia Cable System, including the percentage of time the latter spend on the Philadelphia Cable System. Please provide the numbers of such personnel who are telephone-based Customer Service Representatives (CSRs) and the number who are in person (over the counter) CSRs.
8. As part of a Commissioner Review, the City may also seek audit and review of Franchise Fee data, consistent with the provisions of Article 8 (*Reports and Records*) of the Franchise Agreement, and may include:
- a. Franchise Fee data and PEG Grant data including breakdowns and any reason for a substantial deviation (defined as a deviation of greater than five percent (5%)) from the prior year and historical actuals. Specifically, this includes, but is not limited to: a breakdown of Franchise Fees paid and PEG Grant funds paid to the City by month and by quarter. The breakdown of Franchise Fees by month and by quarter must identify the amount paid to the City in each of the categories of Gross Revenue listed in Section 1.22 (*Gross Revenue*) of the Franchise, including for each category that includes revenue generated from Subscribers, the number of Subscribers producing the revenue for each month and for the calendar quarter.
 - b. A breakdown by month and by quarter of Franchise Related Cost received from Subscribers. The breakdown shall identify the pass-through amount paid by Subscribers towards Franchise Fees and PEG Grant funds required in the Franchise and shall also identify the average number of Subscribers producing the

revenue from each category or type of Franchise Related Cost in each month and for each calendar quarter during the reporting period.

9. Documentation showing Franchisee's compliance with the Americans with Disabilities Act (as required by Section 14.5 of the Franchise) and Verizon's payment of the Prevailing Wage to employees (as required by Section 14.7 of the Franchise).
10. Current Certificates of Insurance, consistent with the requirements of Subsection 9.1.1 of the Franchise Agreement.
11. Where the form and format of requested information need to be modified in order to facilitate a thorough analysis, the City or its designee shall promptly notify Franchisee, and Franchisee shall work cooperatively with the City or its designee to modify the form and format as reasonably required by the City until such time as the City reasonably determines and timely notifies the Franchisee that the form and format are acceptable, consistent with Section 4.6.2 of the Franchise Agreement.

APPENDIX H
FORM OF MDU DATA REPORT

APPENDIX H

FORM OF MDU DATA REPORT

062123

MDU Service Availability Annual Contact and Status Report

Category	Location/Address	# of units	Initial Occupancy Date, as Applicable	Status			Contacts			Implementation Status, As Applicable				Comments	
				Status	Service Request Date	Date Agreement Reached	Most Recent Contact Date	Type of Contact	Prior Contact Date	Prior Type of Contact	In Design	In Construction	Being Activated		Anticipated In-Service Date
Activated															
Activated Service Requested															
Continuing Passive Denial															
Continuing Active Denial															
New MDU This Reporting Period															

Status Column to be populated with one of the following statuses:
 Activated, Open For Sale,
 Active Denial (OF&AD),
 Open For Sale-Passive Denial (OF&SPD).

APPENDIX I
ECONOMIC OPPORTUNITY PLAN

City of Philadelphia Economic Opportunity Plan

Verizon Cable Franchise Renewal Agreement

Introduction, Definitions and Diversity Practices

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601. This Economic Opportunity Plan (“Plan”) memorializes the Owner’s “Best and Good Faith Efforts” to provide meaningful and representative opportunities for Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Disabled Business Enterprises (“DSBEs”) (collectively, “M/W/DSBEs” which also includes firms designated as Disadvantaged Business Enterprises or (“DBEs”) and employ an appropriately diverse workforce in the Verizon Franchise Renewal Agreement (“Project”). The term “Best and Good Faith Efforts” means: efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600 within this Project. Best and Good Faith Efforts are rebuttably presumed met, when Verizon makes commitments and causes the professional services providers and contractors retained by Verizon (collectively, the “Participants” and each a “Participant”) to make commitments within the M/W/DSBE Participation Ranges established for this Project and to employ a diverse workforce as enumerated herein.

Accordingly, by submission of this Plan, a responsive and responsible Verizon makes a binding commitment to abide by the provisions of this Plan which include its commitment to exercise its Best and Good Faith Efforts throughout the Project and its commitment to cause its Participants to use their Best and Good Faith Efforts to provide subcontracting opportunities for M/W/DSBEs in all phases of the Project and to employ a diverse workforce. This Plan expressly applies to all contracts awarded in connection with the Project.

B. Verizon is required to submit a statement summarizing current and past practices relating to its diversity practices (“Diversity Practices Statement”). This statement shall identify and describe examples of processes used to develop diversity at all levels of Verizon’s organization including, but not limited to, board and managerial positions. This Diversity Practices Statement should also summarize Verizon’s strategic business plans specific to its current or past practices of M/W/DSBE utilization on its government and non-government projects and procurement activities. The Statement shall specifically identify, for the last two years preceding the execution of this EOP (or such greater period of time as may have been set forth in the record retention requirement of an

applicable EOP), all City of Philadelphia contracts and financial assistance containing an EOP obligating Verizon and any Affiliates as defined in the Franchise Renewal Agreement.

C. Verizon and its Participant(s) hereby verify that all information submitted to the City including without limitation, the Plan and any forms and attachments thereto, are true and correct and are notified that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Verizon and its Participant(s) also acknowledge that it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of a contract/subcontract awarded in furtherance of this Plan, Verizon and/or its Participant(s) fraudulently obtains any public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

Goals

Verizon Pennsylvania LLC ("Verizon") is a telecommunications provider currently providing cable television, voice and data services to residents and business in the City over its existing wireline telecommunications facilities. To provide cable television services, Verizon has entered into a Cable Franchise Renewal Agreement with the City, which authorizes Verizon to continue to provide cable television service to residents in the City (the "Franchise Renewal Agreement").

Verizon and the City desire to promote and increase economic opportunities for local residents and businesses, which may be derived from Verizon's continued provision of telecommunications services, its implementation of the Franchise Renewal Agreement, and any other business Verizon may conduct in the City (collectively, "Verizon Business Operations"). In furtherance of Verizon's and the City's shared goals with respect to such economic opportunities as they relate to Verizon Business Operations, Verizon hereby submits this Economic Opportunity Plan, effective as of ____ 2024 (the "Plan"), pursuant to which Verizon commits to exercise "Best and Good Faith Efforts" (as hereinafter defined) throughout the term of this Plan, to provide meaningful contracting opportunities for M/W/DSBEs and to employ an appropriately diverse workforce which includes Philadelphia residents, minority, women and disabled persons in all appropriate aspects of Verizon's Business

Operations in the City as described herein. This Plan, and all of the commitments and obligations set forth herein, shall expire on the earlier of the expiration or the termination of the Franchise Renewal Agreement (the "Term").

A. For the purposes of this Plan, MBE, WBE and DSBE (collectively, "M/W/DSBEs") shall refer to businesses so certified by the City's Office of Economic Opportunity ("OEO") in addition to the agencies recognized by the Verizon Supplier Diversity Program, which include the Association for Service Disabled Veterans (ASDV) Clearing House, National Minority Supplier Development Council, US PAN Asian American

Chamber of Commerce (USPAACC), and Women's Business Enterprise National Council. The term "minority person" shall refer to the following federal Equal Employment Opportunity reporting categories: Blacks (Black African racial groups), American Indians (including Alaskan Natives), Asians (including Pacific Islanders), Hispanic (including persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish origin or culture regardless of race). The term "disabled person" shall mean a person who has a physical or mental impairment that substantially limits one or more of his or her major life activities.

B. For purposes of this Plan, the term "Best and Good Faith Efforts" shall be defined as any of the following activities (or combination thereof, as may be determined in Verizon's sole discretion):

- Verizon adheres to a published policy of nondiscrimination in contracting and in the hiring, retention and promotion of employees.
- Verizon solicits, through all reasonable and available means, the interest of certified local businesses which have the capability to perform the work of the Project. Such efforts include the use of lists of Certified Firms from the City's Directory as well as other agencies.
- Verizon establishes and maintains relationships with the "Diversity Organizations" (as hereinafter defined) and, through such relationships, Verizon and the Diversity Organizations engage in the following joint initiatives: i) provide information to M/W/DSBEs regarding RFs; ii) recruit M/W/DSBEs to respond to RFP's; iii) hold workshops for M/W/DSBEs on vendor topics of interests; and iv) hold annual meetings between Verizon and the Diversity Organizations to evaluate the success of the foregoing joint initiatives and to discuss strategies for any enhancements thereto.
- Verizon and Diversity Organizations assist certified M/W/DSBEs with Verizon Office of Supplier Diversity Registration, and maintaining records of solicitations, applications and follow up to determine with reasonable certainty if the M/W/DSBEs are interested.
- Verizon and Diversity Organizations provide interested M/W/DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Verizon provides arms-length business assistance to interested M/W/DSBEs which may include facilitating introductions to prime manufacturers/suppliers.
- Verizon establishes a single point of contact within Verizon for communication with the City and Diversity Organizations regarding the implementation of this Plan and other issues relating to M/W/DSBEs.
- Verizon negotiates in good faith with interested M/W/DSBEs by using good business judgment which includes consideration of price and capabilities as well as the objectives of this Plan.

C. The organizations set forth below constitute examples of Diversity Organizations. This list is not intended to be exhaustive and Verizon reserves the right to add additional organizations that shall constitute Diversity Organizations.

- Mayor's Advisory Commission on Construction Industry Diversity
- Pan Asian Chamber of Commerce
- African-American Chamber of Commerce of PA, NJ, DE
- Asian-American Chambers of Commerce of Philadelphia
- US Women's Chamber of Commerce of Greater Philadelphia
- Greater Philadelphia Hispanic Chamber of Commerce
- GPCC Supplier Network
- Greater Philadelphia Minority Business Strategic Alliance

I. Economic Opportunities

A. M/W/DSBE Participation

1. Participation Goal

As a benchmark for Verizon's expression of its Best and Good faith efforts to provide meaningful and representative opportunities for M/W/DSBEs, consistent with the terms of this Plan, Verizon shall use Best good faith efforts to meet the goals set forth below over the Term of this Plan (the "Participation Goal"). The Participation Goal shall reflect the annual increase from the "Baseline Standard" (as described below) to the Participation Goal during the Term of this Plan.

Baseline Standard (2022)

Category	Results
Certified M/W/DSBE suppliers	34
Verizon M/W/DSBE spend	\$92M
Verizon M/W/DSBE spend percentage of Total spend	7.2%

Participation Goals for EOP Period

Category of Opportunity	Percent of Total Spend Goals
End of 5 years M/W/DSBE spend	10%

a. Reporting/Documentation of Best and Good Faith Efforts and Evaluation of Responsiveness and Responsibility

2. Subject to the confidentiality provisions of the Franchise Renewal Agreement, within forty-five days of the close of each calendar quarter during the Term of this Plan, Verizon shall provide the Director of OEO (or the appropriate

designee thereof) with a written report setting forth, in reasonable detail, Verizon's exercise of "Best and Good Faith Efforts" as defined in Section I.A hereof, and Verizon's satisfaction of the Participation Goal as described in Section II.A.1. hereof (the "Quarterly Report"). Such Quarterly Report shall include the following information:

(i) the name of each M/W/DSBE providing goods and/or services to Verizon;

(ii) a description of the goods or services provided by each M/W/DSBE;

(iii) the amount of the contract or procurement with each M/W/DSBE;

(iv) the amount actually paid by Verizon to each M/W/DSBE for the applicable portion of the calendar year and to date from the commencement of this Plan; and

(v) the total amount of Verizon expenditures for the applicable portion of the calendar year and to date from the commencement of this Plan for all procurement of goods and contracts for services.

3. OEO reserves the right to reasonably request further documentation and/or further clarifying information from Verizon at any time during the Term of this Plan in order to confirm Verizon's compliance with the terms hereof. Verizon agrees that it will cooperate in good faith with any such reasonable request from OEO.

4. Notwithstanding anything to the contrary set forth herein, Verizon shall not be required to disclose information or materials that it reasonably deems (and so designates in writing) to be proprietary or confidential in nature, nor disclose any information or materials that are not necessary to assess Verizon's compliance with the terms of this Plan; provided, however, that Verizon shall not designate information or materials as proprietary or confidential for the purpose of evading compliance or disclosure of noncompliance with Verizon's obligations under this Plan.

B. Employment of a Diverse Workforce

1. Employment Goals. General Commitment: To the extent that there are no conflicts with any pre-existing collectively bargained contracts to which Verizon is a party, Verizon agrees to exercise its Best and Good Faith Efforts to employ Philadelphia residents, minority, female and disabled persons in its workforce; provided, however, that the requirements of this Section shall not apply to any employment opportunities afforded to existing Verizon employees, consistent with applicable federal, state or local anti-discrimination laws. As evidence of its Best and Good Faith Efforts, Verizon shall

establish and maintain a current list of minority and female recruitment sources, provide written notification to these recruitment sources and to community organizations when Verizon has employment opportunities available, and maintain a record of the organizations' responses. Verizon agrees to work with local area jobs placement resources such as Philadelphia/PA Careerlink to locate job applicants.

Verizon shall provide equal employment opportunities to all qualified and qualifiable individuals without regard to race, religion, creed, national origin, gender, age, marital status, or non-disqualifying physical or mental handicap, in each and every personnel action, including but not limited to all promotions, transfers, demotions, and layoffs. All employees within each employment category shall be treated equally in pay, fringe benefits and opportunities for overtime. Verizon shall conduct periodic reviews of each job category to determine whether a racial or sexual imbalance in that category exists.

II. Responsiveness and Responsibility.

A. Verizon shall identify M/W/DSBE commitments evidencing its intent to use Best and Good Faith Efforts to utilize M/W/DSBEs and employ minority persons and females at the levels stated herein. The identified commitments constitute a representation that the M/W/DSBE is capable of providing commercially useful goods or services relevant to the commitments and that Verizon and Participants have entered into legally binding agreements with the listed M/W/DSBEs for the work or supply effort described and the dollar/percentage amounts set forth herein. In calculating the percentage of M/W/DSBE participation, the standard mathematical rules apply in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts identified, the percentage will govern.

1. **Commercially Acceptable Function.** If Verizon enters into a contract with a M/W/DSBE, it shall be considered to have made a Best and Good Faith Effort in that regard only if the M/W/DSBE performs a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort where the distinct element is worthy of the dollar amount involved and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The amount of work subcontracted, industry practices and any other relevant factors may be evaluated in determining whether the M/W/DSBE is performing a CAF and in determining the amount of participation Verizon has achieved towards the participation ranges.

B. Verizon and its Participants shall retain letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including their submission to the City. M/W/DSBE commitments are to be memorialized in a written agreement and are to be maintained throughout the term of the Project.

III. Compliance and Monitoring

A. Throughout the duration of the Project, Verizon and its Participants are required to continue their Best and Good Faith Efforts. In the event the City or OEO believes that Verizon has not satisfied the terms of this Plan, upon thirty (30) days prior written notice to Verizon, the City may require Verizon to participate in a review session with the Director of OEO, or an appropriate designee thereof, to discuss Verizon's performance and potential improvements thereto ("Compliance Review Session"); provided, however, that Verizon shall not be required to participate in any Compliance Review Session more than twice in any calendar year during the Term of this Plan.

B. Prompt Payment of M/W/DSBEs. Verizon agrees and shall ensure, consistent with its supplier payment processing procedures, that M/W/DSBEs participating on the Project receive prompt payment for their work or supply effort.

IV. Remedies and Penalties for Non-Compliance

Verizon agrees that its compliance with the requirements of this Plan is a material inducement for the action of City Council. Failure to comply with this Plan is subject to the remedies and penalties pursuant to Section 17-1605 and remedies and penalties that may be available at law or in equity. Notwithstanding the foregoing, no privity of contract exists between the City and any M/W/DSBE identified in any contract resulting from implementation of this Plan. Neither the Owner nor the City intends to give or confer upon any such M/W/DSBE any legal rights or remedies in connection with subcontracted services under any law or policy or by reason of any contract resulting from implementation of the Plan except such rights or remedies that the M/W/DSBE may seek as a private cause of action under any legally binding contract to which it may be a party.

V. Primary Contact

The Director of OEO, or the appropriate designee thereof, shall be Verizon's primary point of contact for the purposes of collecting or providing information or carrying out any of the activities under this Plan. The primary contact for Verizon for purposes of this Plan shall be the Director of State Government Relations, Public Affairs, Policy and Communications (or such other individual as Verizon may designate by written Notice to the City), 900 Race Street, Philadelphia PA 19107.

The City of Philadelphia:

By: _____

Approved as to Form:

By: _____

Verizon Pennsylvania LLC

By: _____

Matthew Noren
Vice President Network and Field Operations

Approved as to Form:

By: _____

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