

DARK FIBER LICENSING AGREEMENT**BETWEEN****THE CITY OF STOCKTON, CALIFORNIA****AND****PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA**

1. This Dark Fiber Licensing Agreement (the "Agreement"), dated as of _____, is entered into between Pacific Bell Telephone Company dba AT&T California, on its own behalf and on behalf of its Affiliates (together, "AT&T"), and the City of Stockton ("Licensee"). AT&T and Licensee may be referred to hereafter, each, individually, as a "Party," and, collectively, as the "Parties." By mutual agreement, this Agreement shall be effective as of March 13, 2018 (the "Effective Date").

2. Agreement Term and Billing Commencement Date

- 2.1 Agreement Term.** Unless otherwise terminated in accordance with the terms herein, this Agreement begins on the Effective Date, and expires June 30, 2023, 60 months after the Billing Commencement Date described below ("Agreement Term").
- 2.2 Monthly License Charges for Each Dark Fiber Segment.** As compensation for licensing each Dark Fiber Segment for the Authorized Use, Licensee agrees to pay a monthly license charge ("Monthly Recurring Charge" or "MRC") set forth in Table A each month for each of the 566 Dark Fiber Segments listed in Exhibit 1. The MRC begins to apply to each Dark Fiber Segment on the Billing Commencement Date.

Table A

Billing Commencement Date	July 1, 2018
Monthly Recurring Charges per Dark Fiber Segment	\$75.00
Total Number of Dark Fiber Segments	566
Total Monthly Recurring Charges	\$42,450

- 2.3 Extension After End of Agreement Term.** Upon 60-days written notice to AT&T prior to the expiration of the Agreement Term, Licensee may elect to extend the term of this agreement by 12 months at the same prices, terms, and conditions contained herein ("First Extension Period"). At the end of this 12-month First Extension Period, Licensee may again extend the term of this agreement by 12 months upon 60-days written notice, at the same prices, terms, and conditions contained herein ("Second Extension Period").
- 2.4 Expiration.** At the end of the Agreement Term or the First or Second Extension Periods, as applicable, Licensee may continue to license each Dark Fiber Segment under a month-to-month service arrangement at the prices, terms and conditions contained in this Agreement. Under such a

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month-to-month service arrangement, AT&T may change the prices, terms or conditions, or cancel the arrangement altogether, on 30 days' prior notice to Licensee.

- 2.5. Termination Fees.** If Licensee elects to terminate a license for a Fiber Segment at a Licensee Site for any reason prior to the expiration of the Agreement Term or the then-current First or Second Extension Periods, other than as a remedy to an uncured material breach by AT&T, Licensee shall pay termination charges as follows: 50% of the Monthly Recurring Charge applicable to the terminated Dark Fiber Segment multiplied by the number of months remaining in the Agreement Term or the applicable First or Second Extension Periods.
- 2.6 Incremental Fibers.** Should Licensee desire to purchase additional Dark Fiber Segments ("Incremental Dark Fiber Segments") between the same or different endpoints as the Dark Fiber Segments listed in Exhibit 1, such Licensee requests shall be considered and evaluated by AT&T, and, if available, offered to Licensee at custom rates based on then current market rates. The construction and billing of any such Incremental Dark Fiber Segments shall require a separate, standalone contract to be executed by the Parties.

3. Licensee Rights in AT&T's Fiber

- 3.1. Non-Transferability.** Each license granted by AT&T under this Agreement is a non-transferrable, non-sublicensable right and license. No rights or licenses are granted except those expressly set forth herein. In no event whatsoever shall Licensee transfer, sell, assign, condo, swap, exchange, lease, sublease, license, sublicense or grant indefeasible or other rights of use in or to any one or more of the Dark Fiber Segments or Licensee's interest therein, or enter into any other arrangement with any Person for such Person's use of any one or more of the Dark Fiber Segments.
- 3.2. No Title.** Licensee shall have no title (whether fee simple or otherwise), lease, estate, right to possession, or other right or interest encumbering AT&T's System, the Fiber Optic Facilities, the Dark Fiber Segments, the Strands, or any other AT&T property.
- 3.3. Property of AT&T.** The Strands and any other AT&T property shall at all times remain the sole and exclusive property of AT&T and legal title shall be held by AT&T. Notwithstanding anything contained herein to the contrary, neither the licensing of the Strands by AT&T to Licensee hereunder nor the payments by Licensee contemplated hereby, shall create or vest in Licensee any indefeasible or irrevocable right of use, easement, leasehold, or any other ownership or property right or interest of title (whether fee simple or otherwise), lease, estate, or other right or interest encumbering in any nature the Strands or any other AT&T property, and Licensee acknowledges that the rights conferred hereunder shall constitute merely a license to use the Strands solely for Authorized Use in accordance with this Agreement. Licensee shall not grant any security interest in the Strands or any other AT&T property. Nothing in this Agreement shall be construed or interpreted to prohibit AT&T from installing additional fibers or capacity, including, without limitation, fiber optic capacity, within AT&T's system.
- 3.4. Use of Dark Fiber Segments.** Licensee may use the Dark Fiber Segments for any Authorized Use during the Agreement Term, subject to the restrictions set forth herein.

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4. Revocability

- 4.1.** Notwithstanding any other provision of this agreement to the contrary, AT&T reserves the right to terminate the licensing of all or any number of the Strands at will, upon 30-days advance written notice to Licensee. The licensing of the Strands is expressly subject to the right of AT&T to commence or resume use of such facilities, either upon order of the Public Utility Commission of California or upon AT&T's own election, whenever, in the interest of service to AT&T's patrons or customers, it shall appear necessary or desirable to do so, in the exercise of AT&T's sole discretion. Such termination shall not constitute a default or other breach of this Agreement.
- 4.2.** Nothing in Section 4.1 is intended to reduce the parties' customary rights, duties and obligations which are inherent in every contract governed by California law, including without limitation the duties of good faith and fair dealing.

5. Dark Fiber Specifications

- 5.1 Industry Standards.** AT&T warrants that all fiber utilized to provide the Dark Fiber Segments licensed under this Agreement meets or exceeds the industry quality standards for performance.
- 5.2 Demarcation Points.** The demarcation points for a Dark Fiber Segment are physical fiber interface ports. Licensee (or its representatives) will have access to such fiber interface port and will be able to replace the fiber cable between the AT&T fiber interface port and the Licensee equipment, with prior notice to and coordination with AT&T. As a material condition for AT&T's provision of a Dark Fiber Segment, Licensee will coordinate with AT&T to ensure that AT&T has all needed access to the Demarcation Points to perform its obligations under the Agreement, subject to the requirement that any third party contractors gaining access to Licensee facilities shall be approved in advance by Licensee.
- 5.3 Monitoring.** AT&T has no responsibility for monitoring the performance of the Strands or any services provided through the Strands. Licensee is responsible for reporting to AT&T any Interruption.
- 5.4 Interruption Reporting.** Licensee will report all Interruptions in conformance with the procedures outlined in AT&T's Trouble Reporting Job Aid provided separately to Licensee. When reporting Interruptions, Licensee will perform testing to isolate any fault/continuity loss to the AT&T side of the demarcation point prior to notifying AT&T and/or requesting a dispatch of technical support personnel to the applicable site location.
- 5.5 Maintenance Charges.** In the event AT&T dispatches a field technician to perform diagnostic troubleshooting, in response to a Licensee report of an Interruption, and the issue is determined to not be the result of an Interruption, results in a "no trouble found," or is due to Licensee or third party acts, omissions, or equipment, then AT&T may invoice Licensee as follows:

Basic Time* (1st 30 min or fraction thereof)—per technician	\$200.00
Basic Time* (Each additional 30 min or fraction thereof) —per technician	\$85.00

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Overtime** (1st 30 min or fraction thereof)—per technician	\$350.00
Overtime** (Each additional 30 min or fraction thereof) —per technician	\$150.00
Premium Time*** (1st 30 min or fraction thereof)—per technician	\$400.00
Premium Time*** (Each additional 30 min or fraction thereof) —per technician	\$185.00

*Basic Time - Work related efforts of AT&T performed during a normal business day, 8:00 a.m. – 5:00 p.m., Monday through Friday.

**Overtime - Work related efforts of AT&T performed outside of a normal business day (Monday through Friday), and on Saturdays.

***Premium Time - Work related efforts of AT&T performed on Sundays and/or AT&T holidays.

- 5.6 **Fiber Repair/Restoration.** Upon notification by Licensee to AT&T of an Interruption, AT&T and Licensee shall cooperate to investigate such Interruption, and AT&T shall use commercially reasonable efforts to correct or repair the Interruption.
- 5.7 **Routine Maintenance.** AT&T shall perform appropriate routine maintenance on the Dark Fiber Segments in accordance with AT&T's then-current preventative maintenance procedures. AT&T's preventative maintenance procedures shall not substantially deviate from industry practice. AT&T shall endeavor to perform such maintenance during times that will cause the least inconvenience for Licensee and shall give reasonable notice to Licensee, as circumstances permit, when such maintenance is expected to adversely affect the performance of the Dark Fiber Segments.
- 5.8 **Interruption Credit.** Licensee shall be entitled to a service credit of \$25 per each affected Dark Fiber Segment for every continuous twenty-four (24) hours that the Dark Fiber Segment experiences a reported Interruption. ("Interruption Credit") Such twenty-four (24) hour period(s) shall begin after Licensee has reported the Interruption to AT&T according to the procedures in Section 5.4, above. Total credits for an Licensed Fiber Segment for a given calendar month shall not exceed 100% of the MRC for the affected Licensed Fiber Segment. For the Licensee to receive an Interruption Credit, AT&T must receive from the Licensee a written request for such credit within fifteen (15) calendar days of the end of the calendar month for which the credit is requested. Licensee's request for an Interruption Credit must be submitted to the appropriate AT&T office or interface in the manner prescribed by AT&T. The request must include a list of all Dark Fiber Segments that experienced Interruptions during the calendar month, including any applicable circuit identification numbers and trouble ticket numbers. Such credit shall not apply where the reported Interruption was due in whole or in part to
- (i) Licensee or third party acts, omissions, or equipment,
 - (ii) routine or emergency maintenance and resulting downtimes; or

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(iii) an event of Force Majeure (as defined in Section 9.2).

6. Billing; Payment; Disputes

- 6.1 **Billing.** AT&T shall produce and deliver to Licensee a single, monthly bill ("**Invoice**") setting forth the charges for licensing the Dark Fiber License Segments. Invoices shall be due and payable as provided in Section 6.2.
- 6.2 **Payment.** Licensee shall pay an accurate, undisputed and validly rendered Invoice submitted by AT&T within thirty (30) calendar days after receipt of such Invoice by Licensee. Except as set forth in Section 6.3, any amount set forth in an Invoice that is payable by Licensee to AT&T hereunder that is not paid within such thirty (30) day period will be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of 1.5% of the overdue amount (including any unpaid previously billed late payment charges) per month. Licensee shall have no obligation to pay any Monthly Recurring Charges or any other fees, charges, or surcharges of any kind whatsoever set forth on an Invoice more than twelve (12) months after such Monthly Recurring Charges or other fees, charges, or surcharges are incurred by Licensee.
- 6.3 **Disputes.** If Licensee discovers any inaccuracies in an Invoice, Licensee will promptly submit written notice to AT&T disputing the charge, and any amount subject to such dispute shall not be deemed due and payable unless and until the dispute regarding such amount has been resolved as provided herein. AT&T and Licensee shall cooperate to review the information provided by Licensee and resolve the billing dispute. Upon resolution of the dispute in favor of Licensee, AT&T will either issue an adjustment to correct and credit the billing, or correct and re-issue the relevant Invoice. Upon AT&T determination that Licensee's claim of incorrect billing is invalid, AT&T shall provide notice to Licensee of the determination, and Licensee shall pay the disputed charges within sixty (60) calendar days of such notice. Such payment shall not be considered a waiver of Licensee's rights to continue to dispute such billing by any available method, or in any forum. If Licensee does not notify AT&T of any inaccuracy in any invoice in writing within 6 months after the invoice date, Licensee waives the right to dispute the charge.

7. Limitations of Liability and Disclaimers

- 7.1 **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES REGARDING THE FIBER OPTIC FACILITIES OR DELIVERABLES LICENSED UNDER THIS AGREEMENT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT GUARANTEE NETWORK SECURITY OR THAT LICENSOR'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO LICENSEE'S DATA AND INFORMATION.
- 7.2 **Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT FACILITIES, OR CLAIMS OF LICENSEE OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE

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WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

- 7.3 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a Party was advised of the possibility of such damages and will apply so as to limit the liability of each Party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this section will survive failure of any exclusive remedies provided in this Agreement.

8. Third Party Claims

- 8.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Licensee and its respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that the Dark Fiber Segments licensed to Licensee under this Agreement infringe any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Licensee's or a user's content; (b) modifications to the Service by Licensee or a third party, or combinations of the Service with any non-AT&T services or products by Licensee or others; (c) AT&T's adherence to Licensee's written requirements; or (d) use of the Dark Fiber Segments in violation of this Agreement.
- 8.2 **Licensee's Obligations.** Licensee agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Licensee's or a user's access to or use of the Dark Fiber Segments and the claim is not the responsibility of AT&T under Section 8.1; (b) alleges that the Dark Fiber Segments infringe any patent, trademark, copyright or trade secret and falls within the exceptions in Section 8.1; or (c) alleges a breach by Licensee or a user of a Software license agreement.
- 8.3 **Infringing Services.** Whenever AT&T is liable under Section 8.1, AT&T may at its option either procure the right for Licensee to continue using, or may replace or modify, the Dark Fiber Segments so that they are non-infringing.
- 8.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 8 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 8.

9. Miscellaneous Provisions

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- 9.1 **Compliance With Laws.** Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that any and all activities it performs pursuant to this Agreement shall comply with all applicable laws.
- 9.2 **Force Majeure.** Except for payment of amounts due, neither Party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.
- 9.3 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both Parties. A waiver by either Party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.
- 9.4 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the Parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the Parties.
- 9.5 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a Party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.
- 9.6 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The Parties waive any statute of limitations to the contrary.
- 9.7 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the recipients as set forth below or to such other address or individual as may be designated by notice given by one Party to the other:

[insert AT&T contact address]

[Insert Licensee contact address]

Kurt Wilson, City Manager
City of Stockton
425 N. El Dorado Street, 2nd Floor
Stockton, CA 95202

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This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.

- 9.8 **Confidentiality.** In connection with this Agreement, either Party or its affiliate may furnish to the other Party or its affiliate certain Confidential Information. Such Confidential Information may include, without limitation, private easements, licenses, franchises, utility agreements, permits, other right-of-way granting documents, specifications, designs, plans, drawings, data, prototypes, and other technical and/or business information. For purposes of this Section: (a) the Party or its affiliate that discloses Confidential Information is referred to as the "Disclosing Party", and the Party or its affiliate that receives Information is referred to as the "Receiving Party"; and (b) "Representatives" means the Receiving Party and its affiliate and their respective employees, legal counsel, agents, representatives, consultants and advisors.

With respect to Confidential Information disclosed under this Agreement, the Receiving Party and its Representatives shall:

- (i) hold the Confidential Information in confidence, exercising a degree of care not less than the care used by the Receiving Party to protect its own proprietary or confidential information that it does not wish to disclose.
 - (ii) restrict disclosure of the Confidential Information solely to those of its Representatives who have a need to know in connection with the performance of this Agreement, and not disclose the Confidential Information to any other person or entity without the prior written consent of the Disclosing Party;
 - (ii) advise those Representatives of their obligations with respect to the Confidential Information; and
 - (iv) use the Confidential Information only in connection with the performance of this Agreement, except as the Disclosing Party may otherwise agree in writing.
- 9.9 **Trademarks and Publicity.** Neither Party will display or use the other Party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this Agreement or the Dark Fiber Segments, without the other Party's prior written consent.
- 9.10 **Governing Law and Forum.** Unless a regulatory agency with jurisdiction over the licensing of the Dark Fiber Segments applies a different law, this Agreement is governed by the law of the State of California. Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the Superior Court of the County of San Joaquin, Stockton Branch, or where applicable, in the federal District Court of California, Eastern District, Sacramento Division, which shall have exclusive jurisdiction over such lawsuits.
- 9.11 **Taxes and Other Charges.** Licensee will bear all taxes (excluding those on AT&T's net income), surcharges, duties, levies, and other similar charges (and any associated interest and penalties resulting from Licensee's failure to timely pay such taxes or similar charges) imposed as a result of the existence or operation of this agreement. To the extent required by law, Licensee may withhold or deduct any applicable taxes from payments due to AT&T, provided that Licensee will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

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9.12 **Entire Agreement.** This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings, and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibit referred to herein is an integral part of, and is hereby made a part of, this Agreement. This Agreement may only be modified by an instrument in writing executed by a duly authorized representative of each Party.

9.13 **Succession, Assignability.**

(i) This Agreement and each of the Parties' respective rights and obligations under this Agreement, shall be binding upon and shall inure to the benefit of the parties and each of their respective permitted successors in interest.

(ii) AT&T may assign its obligations, rights and interest under this Agreement at any time. Licensee may neither assign nor sublicense its obligations, rights and interest under this Agreement.

(iii) Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity being not a signatory hereto.

10. Definitions

10.1 "Authorized Use" means a lawful use by Licensee or other authorized municipal entities for the sole purpose of Data transmission in support of municipal operations, provided that such use does not (i) interfere with or impair service over any of the facilities and associated equipment comprising AT&T System, or (ii) impair the privacy of any communications over the facilities and associated equipment of AT&T.

10.2 Confidential Information means any information that is marked or otherwise specifically identified as proprietary or confidential prior to or upon delivery from one Party to the other Party.

10.3 "Dark Fiber" shall mean one or more Strands through which an associated light, signal or light communication transmission must be provided to furnish service. Dark Fiber does not include associated optronics, electronics or other equipment.

10.4 "Dark Fiber Segment" is a unique Strand or pair of Strands that is the subject of the licenses granted by this Agreement. Each Dark Fiber Segment is described in Exhibit 1.

10.5 "Fiber Optic Facilities" means a fiber optic cable, composed of the number of optical fiber strands, which is owned or operated by AT&T and comprising part of AT&T System.

10.6 "Interruption" means any discontinuity or damage resulting in a Dark Fiber Segment being unavailable for Licensee use or otherwise not meeting the standards in Section 5.1, whether resulting from fiber cut, fiber failure, splice failure, or otherwise. An Interruption does not include any condition resulting in whole or in part, from (i) Licensee or third party acts, omissions, or equipment; (ii) routine or emergency maintenance and resulting downtimes; or (iii) an event of Force Majeure.

10.7 "Strand" means an individual Dark Fiber specified by AT&T (within the Fiber Optic Facilities) for a Dark Fiber Segment that is the subject of the licenses granted by this Agreement. Strands do not include associated optronics, electronics, or other equipment.

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10.8 "System" means AT&T's communications transmission system that includes the fiber optic cables of which the Strands are part, including AT&T's owned and other interests in poles, conduits, handholes, manholes, and the Fiber Optic Facilities, as modified, upgraded, enhanced, and replaced from time to time.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

THE CITY OF STOCKTON, CALIFORNIA	PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
By: _____	By: _____
(Authorized Signature)	(Authorized Signature)
Printed Name: Kurt Wilson	Printed Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____
APPROVED AS TO FORM:	
JOHN L. LUEBBERKE, CITY ATTORNEY	
By: _____	
DEPUTY CITY ATTORNEY	
ATTEST:	
BRETT HUNTER	
CITY CLERK, CMC	

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Exhibit 1**Existing Dark Fiber Segments**

[EXAMPLE TEMPLATE; FINAL EXHIBIT TO BE COMPLETED AND REVIEWED PRIOR TO SIGNING]

1. **Fiber Segment Demarcation Points;** Handoff location details for Dark Fiber Segments.

Segment #	"A" Location (Segment origination point) Description	"Z" Location (Segment destination point) Description	License # (circuit ID, if assigned prior to contract signature)
1			
2			
3			
...			
566			

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