

## EXHIBIT B - MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

This **MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES** is issued pursuant to the **MASTER SERVICE AGREEMENT** dated as of \_\_\_\_\_ and shall be effective as of \_\_\_\_\_ (the "Effective Date") between Tachus, LLC (hereinafter referred to as "Contractor") with offices at 14850 Woodham Dr, Suite B-105, Houston, TX 77073 and the City of Shenandoah (hereinafter referred to as "City") located at 29955 IH-45 North, Shenandoah, Texas 77381. Contractor and City may be referred to in this Agreement individually as "Party" or jointly as "Parties."

### 1. DEFINITIONS, in addition to Definitions found in other Exhibits

- 1.1. **"Non-Routine Maintenance"** means all efforts and activities in response to an emergency circumstance that requires restoration.
- 1.2. **"Operations Escalation List"** means a network operations escalation list identifying contact information for the personnel in Contractor's management chain who are responsible for the monitoring and maintenance of the Contractor Network.
- 1.3. **"Routine Maintenance"** means the preventive maintenance activities, upgrades and repairs.
- 1.4. **"Scheduled Maintenance Period"** means a pre-arranged period of time reserved for performing certain work on the Contractor Network that may impact the City's use of the FOCs.

### 2. GENERAL

- 2.1. Contractor will operate and maintain a network operations center staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. Contractor will maintain a toll-free number to contact personnel at the network operations center and will provide such number to City along with an Operations Escalation List on the date Tachus first begins providing internet service. Contractor may update the Operations Escalation List from time to time and will deliver such updates to City in a timely fashion to ensure that the City always has the latest Operations Escalation List. Contractor will monitor, identify and report to City network outages affecting the FOC and remediation of such outages, and will open a trouble ticket upon City's report of any network outage. Contractor will promptly dispatch maintenance and repair personnel along the Contractor Network to handle and repair problems detected through the network operations center's remote surveillance equipment, or reported by City.
- 2.2. Contractor's maintenance employees or contractors will be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Contractor will use its commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring an emergency maintenance activity within four (4) hours from the time an alarm is identified by Contractor's network operations center or notification by City, whichever occurs first. In the case of "unavailable Tenant", Contractor will contact Tenant by the end of the next business day to schedule necessary maintenance or repair.
- 2.3. The City will utilize the Operation Escalation list provided by Contractor to report and seek immediate initial redress of exceptions noted in the performance of Contractor in meeting maintenance service objectives.
- 2.4. Contractor will take workmanlike care to prevent impairment to the signal continuity and performance of the FOC. Contractor will repair the FOC in a good and workmanlike manner.

### 3. SCHEDULED MAINTENANCE PERIODS

- 3.1. Contractor will provide prior notice to the City of any Scheduled Maintenance Period for any planned non-emergency maintenance activity that could affect the City's use of the FOCs. Such Scheduled Maintenance Periods shall not constitute an Outage or Contractor's Interference as defined herein. The prior notice required by this Section 3.1 will be: seven (7) days for any planned software or hardware upgrade or upgrades; seven (7) days for configuration changes that are reasonably expected to produce any signal discontinuity; and immediate notification for emergency work that is reasonably expected to produce any signal discontinuity. If a Contractor-planned activity is canceled or delayed for any

reason, Contractor will notify City at Contractor's earliest opportunity and will reschedule any delayed activity in accordance with this Section 3.1.

- 3.2. Contractor will perform non-emergency work that is reasonably expected to produce any signal discontinuity on the FOCs during a Scheduled Maintenance. A Scheduled Maintenance Period may not begin earlier than 12:00 a.m. or end later than 6:00 a.m. local time. Contractor will perform major "Contractor Network" work such as fiber rolls and hot cuts only during a Scheduled Maintenance Period.
- 3.3. Contractor will send email correspondence to City regarding Routine Maintenance and Non-Routine Maintenance at an email address to be provided by the City and updated from time to time.

#### **4. ROUTINE MAINTENANCE**

- 4.1. Contractor will maintain the FOC in good and operable condition which will allow for minimum speeds of 500Mbps.
- 4.2. Contractor will maintain the FOC in conformance in all material respects with the Specifications in a manner that permits normal operation of the FOC. City shall not take any action to cause FOC to not be in good and operable condition.
- 4.3. Contractor will carry out its maintenance procedures in a good and workmanlike manner and using commercially reasonable efforts.

#### **5. NON-ROUTINE MAINTENANCE**

- 5.1. Upon City's notification of interruption of City's use of the FOC, or otherwise learning of disrepair, impairment or other need for repair or restoration of the FOC, Contractor will determine the precise location of the problem and mobilize technicians to commence necessary repair or restoration, including to have maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- 5.2. The requirement for detection of fault location "as exact as possible" utilizing test records, fiber documentations, and/or OTDR test results of the affected FOC.
- 5.3. When restoring a FOC that has been cut or otherwise impaired, Contractor will restore all traffic as quickly as possible. Contractor immediately upon arriving at the site of the cut or other impairment, will determine the best course of action to be taken to restore the FOC and will immediately begin restoration efforts.
- 5.4. Contractor's Maintenance employees will correct or repair fiber discontinuity or damage, including the emergency repair of the FOCs. Contractor will repair the FOC's traffic-affecting discontinuity as soon as possible after learning of the discontinuity or the service-affecting situation.
- 5.5. For purposes of this Exhibit B, "commercially reasonable efforts" means activities and performances consistent with prudent industry best practice, preserving Contractor Network integrity, and response times that do not jeopardize the health and safety of employees and agents of Contractor and City.
- 5.6. Upon completion of a FOC impacting maintenance activity that changes the Route of the Distribution Cable(s), Contractor will also deliver a map to City within ten (10) business days of completion that describes the change to the Distribution Cable(s) Route.
- 5.7. Contractor will ensure that it has adequate personnel and equipment capacity to respond to at least two (2) simultaneous Outages.
- 5.8. Subject to Force Majeure allowances listed in the Master Services Agreement, Contractor will maintain a disaster recovery plan, detailing the restoration procedures in response to natural disasters including without limitation: tornado, ice storm, flood, high wind, wildfire, and vandalism. Contractor will keep adequate labor (in-house or through contract) and materials to begin executing such plans within one (1) day at all times.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

City:

City of Shenandoah

By: \_\_\_\_\_

Name: \_\_\_\_\_

Contractor:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_