City and County of San Francisco Department of Technology (DT) and Corporation for Education Network Initiatives in California (CENIC) Fiber Optic Network Installation, Occupancy, and Maintenance Agreement In Support of UCSF Networking

May 2011

FIBER OPTIC NETWORK AGREEMENT

This Contract for a Fiber Optic Network ("Contract" or "Agreement") is made and entered into as of May 2011 by and between the City and County of San Francisco ("City"), acting by and through its Department of Technology ("DT"), the Lessor, and the Corporation for Education Network Initiatives in California ("CENIC"), the Lessee.

This City will provide fiber optic cable strands to establish a fiber optic network in support of CENIC services to provide connectivity to University of California, San Francisco (UCSF) facilities.

The City owns and has rights to a fiber system that will allow it to provide dark fibers, and DT will install additional fibers for CENIC, in return for CENIC's payment of funds to the City.

Among its capabilities, the network will allow UCSF physicians, researchers and administrators to communicate between facilities and will enable them to communicate more effectively with City clinics and hospitals. The fiber network will maximize San Francisco's health care resources by supporting more cost effective communications between the City and UCSFs networks. The network will expand the ability of UCSF's health care professionals to serve patients throughout San Francisco and is in the best interests of the City.

The City has been granted or will obtain necessary Permission for the initial installation, operation and maintenance of the dark fiber portion of the system, which consists of dark optical fiber strands for the exclusive use of CENIC in supporting UCSF networking. DT will install fiber optic termination points at each of the designated locations and will connect each of the locations with strands of fiber on the City's network.

ARTICLE 1: General

1.1 Conveyance of Right to Use

Effective as of the Acceptance Date, Lessor hereby grants to Lessee for the purposes described herein, an exclusive right to use two (2) strands of dark fiber as specifically designated by DT as the "Lessee Fibers".

The grant of the right to use Lessee Fibers to Lessee conveys only the right to use the fiber. The right to use conveyed by this Agreement does not include the right to use any of Lessor's facilities including Lessor's electronic or optronic equipment to transmit capacity over or "light" the Lessee Fibers, except fiber termination panels. Lessee shall be solely responsible for: (a) obtaining, installing, and maintaining the Lessee Equipment; and (b) connecting the Lessee Equipment to the Lessee Fibers.

1.2 Network Purposes

City and County of San Francisco represents that it has been granted or will obtain necessary Permission for the initial Installation, Operation, and Maintenance of the Dark Fiber portion of the System as described in Exhibit 6, which consists of two (2) dark fiber optical strands for the UCSF Campus Network in order to provide medical treatment, research, teaching, and

administrative functions at UCSF facilities. Effective as of the Acceptance Date, DT will allow CENIC to use the network installed according to this agreement.

ARTICLE 2: TERM

Lessee's right to use the Lessee's Fibers conveyed by DT under this Agreement shall begin on the Acceptance Date and continue until the date that is twenty (20) years from the Acceptance Date. DT represents and agrees that the Lessee Fibers will meet the Acceptance specifications provided in Exhibits 2 throughout the term of this Agreement.

ARTICLE 3: INSTALLATION

3.1 General

DT shall install the Dark Fibers in accordance with the terms and conditions of this Agreement and hereby specifically agrees to:

(A) Use standard telecommunication engineering practices in locating and mapping the Dark Fibers. A copy of the map of the fiber optic cable installation shall be provided to CENIC. If the cable layout changes because of maintenance the city will provide an updated diagram to CENIC.

(B) Install the Dark Fibers such that the Dark Fibers will operate in accordance with the Specifications in Exhibit 1.

(C) Lessee will obtain any requested permission on behalf of DT for DT's installation activities on Lessee's property. Lessor will provide drawings showing proposed Lessor construction as required by authorities controlling Lessee property.

(D) DT shall provide the Lessee a detailed description of the fiber network design and plan for completing work pursuant to Exhibit 4 within 21 days of the effective date of this agreement for initial sites and a period to be negotiated for any subsequent work.

3.2 Installation Standards

With the exception of any permissions required to conduct installation of Dark Fibers on Lessee's property, DT is responsible for obtaining necessary permits and access to affected areas. DT shall also comply with applicable laws concerning installation of the Dark Fibers.

3.3 Qualified Personnel

Work under this Contract shall be performed only by qualified employees of Lessor under the supervision of and in the employment of, or qualified employees of, DT or by DT contractors working in accordance with the terms of a separate written agreement with DT. Lessor will consider Lessee's reasonable requests regarding assignment of personnel in areas subject to this Agreement and as permitted by law and/or contract. Notwithstanding the foregoing, or any other provision of this Agreement, Lessor shall strive to commit adequate resources, subject to the budget and fiscal provisions of the City's Charter and appropriation of funds by the Mayor and Board of Supervisors, to complete the project within the project schedule specified in Exhibit 4 to this Agreement.

The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. If any City funds are required under this Agreement, Lessee's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.4 Scheduled Delivery Date

The network installation will be completed according to the schedule and priority of sites listed in Exhibit 4: Scope of Work.

3.5 Locations

The locations required to be connected with fiber optic cable are listed in Exhibit 4: Scope of Work.

ARTICLE 4: LESSEE FIBER TERMINATION

4.1 Lessee Fibers Termination; Access for Lessee Equipment

The Dark Fibers shall terminate and DT shall hand off the Dark Fibers to Lessee at a distribution panel installed by DT at each location in a suitable manner agreed upon by both parties. Dark Fiber termination locations are specified in Exhibit 4. Lessee and DT and their agents and subcontractors, shall be allowed access to such locations with reasonable notice as necessary to install, test and terminate the Dark Fiber.

Lessee shall perform and bear all costs associated with the connection of Lessee Equipment, including but not limited to any optical, optronic or electrical equipment, to the Dark Fibers. Lessee shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, rearrangement or consolidation and all related functions with regard to the use of the Dark Fibers, so long as such use does not materially interfere with or present a material risk of damage to any portion of the System or DT persons or property. DT is solely responsible for determining the fiber topology for serving each site. In the event that there is more than one fiber service entrance specified for a site, this includes ensuring a diverse fiber path for the sites so specified.

4.2 Limitation on Responsibilities

Neither party hereto is supplying nor is obligated to supply to the other party any optical, optronic or electrical equipment, nor is either party responsible for performing any work other than as specified in this Agreement. In accordance with the provisions of Article 10 (Indemnification; Limitation of Liability), in no event shall the City be liable or responsible for any damage to persons or property as a result of the sole negligence or willful misconduct of Lessee in connection with use of any equipment by Lessee, its agents and/or or by any of its employees, even though such equipment be furnished, rented or loaned by the City, its agents and/or employees.

ARTICLE 5: ACCEPTANCE AND TESTING OF FIBERS

5.1 Initial Fiber Acceptance Testing

DT shall perform Fiber Acceptance testing of the Dark Fibers in accordance with the procedures

specified in Exhibit 2 to ensure that the Dark Fibers are Operating in accordance with the Specifications in Exhibit 1 and shall provide Lessee with a copy of the test results.

5.2 Retesting
After receipt of the Test Documentation, Lessee or its agents may perform its own tests at its sole cost and expense in accordance with Exhibit 2, as desired using the same test methodology.

5.3 Review of Test Results by Lessee
If, within fifteen (15) business days after receipt by Lessee from DT of the test results referred to above or of the results of re-testing, Lessee reasonably determines that such test results show that the Lessee Fibers do not meet the Specifications in Exhibit 1, Lessee shall immediately give notice to and provide its test results to DT.

5.4 Deficiencies
In the event Lessee notifies DT per Section 5.2, or at any time during the Term of this agreement, that the Dark Fibers for any particular Segment of the System are not Operating in accordance with the Specifications (Exhibit 1), DT shall expeditiously take such action as shall be specified in the Maintenance Agreement.

5.5 Acceptance
Lessee may refuse to accept any Dark Fibers that do not meet the specifications in Exhibit 1. Dark Fibers will be deemed accepted if DT is not notified to the contrary within 30 days of providing the Lessee a copy of test results.

ARTICLE 6: USE OF THE SYSTEM
6.1 Lessee's Rights Exclusive
CENIC, its affiliates and assignees may use the Dark Fibers for any purposes consistent with its mission, except to engage in commercial activities for profit. This grant of rights to Lessee does not allow Lessee to sell use rights to anyone or to make any direct profit from the use of the fiber. Lessee may determine at any time and at its sole discretion the permitted users of the network or networks utilizing the Dark Fibers. Lessee's right to use the Dark Fibers shall be exclusive, and DT shall have no right to use the Dark Fibers during the Term of this Agreement, except as part of DT'S Dark Fiber installation and maintenance activities with reasonable notice.

6.2 Notice of Damage
Lessee shall promptly notify DT upon becoming aware of any damage to the System or to the Dark Fibers. DT shall promptly notify Lessee of any matters pertaining to any damage or impending damage to or loss of the Dark Fibers that are known to it.

6.3 Avoiding Adverse Effect on System
Neither party shall, in use of their respective Fibers, equipment or associated facilities, employ equipment, technologies, or methods of Operation that materially interfere in any way with or adversely affect the System or the use of the System by Lessee, DT or third parties.

6.4 External Fiber Connections

Lessee may connect fibers from other fiber optics telecommunications systems to the Dark Fibers on Lessee's network or any other Fibers on Lessee's network.

ARTICLE 7: Lessee PAYMENT TO DT

7.1 Total Payment

The City will charge Lessee two types of charges: (1) a one-time installation charge, and (2) an ongoing annual fee for occupancy and maintenance of the fiber. If necessary a pass-through fee for cross connect charges at the collocation site will be charged.

The City will charge Lessee for installing fiber connections to a single entrance in the locations described in Exhibit 4. The charge for the three locations specified in Exhibit 4: **fifty one thousand dollars ($51,000.00)**

CENIC may request in writing for the City to connect additional buildings as part of a subsequent phase of this project. Additional sites and additional entrances to sites may be added at an additional charge upon written agreement by CENIC and DT.

Lessee agrees to pay an annual payment of **thirty two thousand, three hundred dollars ($32,300)** for the ongoing occupancy and maintenance of two strands of fiber to a single entrance to the locations listed in Exhibit 4.

In the first year, a pro-rated annual amount will be due within 30 days of completion of the network for the portion of the year remaining between the completion date and September 30. In subsequent years, the full amount will be due annually within 30 business days of September 30. Beginning in September 2012 and each subsequent year the ongoing occupancy and maintenance of the fiber will be adjusted annually by the CPI-U. The CPI-U adjustment is explained in Exhibit 5: Explanation of Charges.

7.2 Payment Schedule for Installation

The payment schedule for installation will consist of the following:

* 60% of total amount upon execution of agreement.
* 40% of the costs upon completion of the work.

7.3 Payment Does Not Imply Acceptance of Work

The granting of any payment by Lessee, or the receipt thereof by DT, shall in no way lessen the liability of DT to replace unsatisfactory work or materials although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components or workmanship that does not conform to the requirements of this Agreement may be rejected by Lessee and in such case must be replaced by DT without delay. The work will be deemed accepted if Lessee does not notify DT within 30 days.

ARTICLE 8: RELOCATION

8.1 LESSEE FIBER RELOCATION/RETERMINATION

Lessee's rights to reconfigure its network per Section 4.1 shall include the right to amend this

Agreement to include new DT cables to be spliced into the fibers identified in this Agreement at mutually agreed on splice points. DT agrees to work together with Lessee to develop such an Amendment and to provide services to effect such reconfiguration upon its execution.

8.2 DT Fiber Relocation

In the event DT desires to relocate any part of the System under the terms and conditions set forth in this Agreement, DT shall perform and be solely responsible for such Relocation of the System, including the Dark Fibers, at its sole cost and expense. DT agrees that any such Relocation will be done with as little interruption of Lessee's use of the Lessee Fibers by a mutually agreeable schedule. Lessee and DT will work to establish a mutually agreeable schedule.

ARTICLE 9: DEFAULT AND REMEDIES

9.1 Failure to Deliver

Any failure by DT to deliver Dark Fibers to Lessee as specified in Section 5 according to the specifications indicated in Exhibits 1 and 2 to this Agreement may result in Lessee withholding a the yearly payment until the specifications are met.

9.2 Right to Cure Default – Remedies

In the event of any failure by either party to perform or observe any terms, covenant or condition contained in this Agreement, either party shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, either party shall have the right (but not obligation) to cure (or cause to be cured) on their behalf any Event of Default by the other party.

All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 10: INDEMNIFICATION; LIMITATION OF LIABILITY

10.1 In General

Lessee agrees to defend, indemnify and hold harmless the City and County of San Francisco, its officers, employees and agents ("City"), from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of Lessee in connection with this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

Similarly, City and County of San Francisco agrees to defend, indemnify and hold harmless the Lessee, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of Lessee in connection with this Agreement, except those arising by reason of the sole negligence of the Lessee, its officers, employees and agents.

In the event of concurrent negligence of the City and Lessee, the liability for any and all claims

for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

10.2 Limitation of Liability

Notwithstanding any provision hereof to the contrary, neither party shall be responsible or liable to the other for special, punitive, exemplary, incidental or consequential losses or damages as a result of the performance or nonperformance of its obligations under this Agreement, or its acts or omissions related to this Agreement, whether or not arising from sole, joint or concurrent negligence, intentional conduct, strict liability, violation of law, breach of contract, breach of warranty or from any other source whatsoever.

10.3 Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.4 Force Majeure

If the performance by DT of any of its obligations or undertakings under this contract is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this contract, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this contract, then DT shall only be excused from any further performance for whatever period of time after the occurrence that is reasonably necessary to remedy the effects of that occurrence.

ARTICLE 11: TERMINATION

This Agreement may be terminated by mutual written consent of DT and Lessee.

ARTICLE 12: TAXES

It shall be the responsibility of Lessee to ascertain the existence of and pay any and all applicable taxes on the operations of Lessee, including, but not limited to, possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, the services delivered and the equipment provided pursuant hereto.

ARTICLE 13: PATENTS AND COPYRIGHTS

If DT employs any design, device, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or owner prior to their use.

ARTICLE 14: CONFIDENTIALITY

DT understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, DT may have access to private or confidential information which may be owned or controlled by Lessee and that such information may contain proprietary or

confidential details, the disclosure of which to third parties may be damaging to Lessee. DT agrees that all information disclosed by Lessee to DT shall be held in confidence and used only in performance of the Agreement. DT shall exercise the same standard of care to protect such information, as a reasonably prudent contractor would use to protect its own proprietary data.

All of DT's agents and/or employees will be required to comply with the provisions of all applicable local, state and federal laws and regulations regarding confidentiality of records. As to any information regarding fiber optic network system of the City and County of San Francisco, Lessee shall refer all requests for Public information regarding the City's fiber optic network system to DT. DT will be responsible for taking reasonable actions to protect and secure the City's System.

ARTICLE 15: AUTHORITY TO USE

15.1 Rights

The City and County of San Francisco hereby represents and warrants that it has rights to the Dark Fibers.

ARTICLE 16: MISCELLANEOUS

16.1 Entire Agreement

This Agreement, including the Maintenance Agreement, and the Exhibits and Schedules herein contains the entire understanding between Lessee and DT and supersedes all prior understandings, whether oral or written.

16.2 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assignees of the parties hereto. The parties must notify each other within Ninety (90) days of any change in successor or assignee.

16.3 Amendment

This Agreement may not be modified or amended, or may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement and subject to any necessary approvals by the City's Board of Supervisors, the Controller, and Mayor, and/or Lessee's Board of Trustees.

16.4 Notices

Except as otherwise expressly provided by law, any notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party will be in writing and will be deemed duly served or given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the party to whom notice is directed. Either party may change its address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To DT:

Jon Walton
Chief Information Officer
Department of Technology
City and County of San Francisco
1 So. Van Ness Ave., 2nd Floor
San Francisco, CA 94103
E-mail: jon.walton@sfgov.org

To CENIC:

Cassandra Patrizio
Coordinator, Contracts, Services and Policies
CENIC
16700 Valley View Ave., Suite 400
La Mirada, CA 90638

Email: cpatrizio@cenic.org
Office: 714-220-3471

Any notice of default must be sent by registered mail.

16.5 Governing Law

This Agreement shall be construed and enforced in accordance with the applicable local, state and federal laws. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco, California.

16.6 Time of Essence

Time is of the essence with respect to all provisions of the Agreement in which a definite time for performance is specified.

16.7 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16.8 Effective Date

This Agreement shall become effective on the date this Agreement is duly executed and delivered to the parties hereto, subject to any necessary approvals.

16.9 Relationship of Parties

Lessee is not, and none of the provisions of this Agreement shall be deemed to render Lessee, a partner in DT's or the City and County of San Francisco's business, or joint venture or member in any joint enterprise with either DT or the City and County of San Francisco. Neither party shall act as the agent of the other party in any respect hereunder, nor shall either party have any

authority to commit or bind the other party without such party's consent as provided herein. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any third party, unless otherwise expressly provided. The fact that Lessee is entering into this Agreement does not constitute authorization or approval by Lessee of any activity conducted by DT.

ARTICLE 17: ACCIDENT, LOSS OF PROPERTY OR DAMAGE TO PROPERTY

17.1 Notification

If any property covered by this Agreement is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance or possession of the fiber-optic network, each party shall promptly notify the other of the occurrence, and will file all necessary accident reports as they arise, including those required by law and those required by each party's respective insurer.

17.2 Cooperation in Defense of Claims

DT and Lessee, and each party's representatives, agents, and employees will cooperate fully with each other and each party's representatives, agents, and employees, and/or all insurers providing the insurance under this Agreement in the investigation and defense of any claims. Each party and its representatives, agents, and employees will promptly deliver to the other any documents served on or delivered to the other, or its representatives, agents, and employees in connection with any claim or proceeding at law or in equity begun or threatened against either DT, Lessee or either party's representatives, agents, and/or employees concerning the installation, operation and maintenance of the fiber-optic network system that is the subject of this Agreement.

17.3 Compliance With Laws

Lessee shall, at its expense, conduct and cause to be conducted all activities on the fiber allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Lessee shall, at its sole expense, procure and maintain in force at all times during its use of the fiber network any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Lessee understands and agrees that City is entering into this Contract in its capacity as a property owner with a proprietary interest in the fiber network and not as a regulatory agency with police powers. Nothing herein shall limit in any way Lessee's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

17.4 Surrender

Upon the expiration of this Lease or within ten (10) days after any sooner revocation or other termination of this Lease, Lessee shall surrender the Lease Area in the same condition as received. At such time, Lessee shall repair, at its cost, any damage to the Lease Area caused by such removal. Lessee's obligations under this Section shall survive any termination of this Lease.

17.5 Waiver Of Claims

Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Lessee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the lease area or its use by Lessee.

Lessee acknowledges that this Lease is freely revocable by City and in view of such fact; Lessee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. The City must provide Lessee written notification one hundred and eighty (180) days prior to any revocation. Without limiting any indemnification obligations of Lessee or other waivers contained in this lease and as a material part of the consideration for this lease, Lessee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this lease.

Lessee expressly acknowledges and agrees that the fees payable hereunder do not take into account any potential liability of City for any consequential or incidental damages including, but not limited to, lost profits and arising out of disruption to the facilities or Lessee's uses hereunder. City would not be willing to give this Permit in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Lessee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Lessee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Lessee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Lessee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence or willful misconduct of City or its Agents.

17.6 Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

10	Indemnification
10.3	Severability
16.6	Governing Law

17.8 Proprietary or confidential information of City

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Lessee shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

17.7 Conflict of Interest.

Through its execution of this Agreement, Lessee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

17.8 Proprietary or Confidential Information of City.

Lessee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Lessee may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Lessee agrees that all information disclosed by City to Lessee shall be held in confidence and used only in performance of the Agreement. Lessee shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

ARTICLE 18: APPROVALS OF THE AGREEMENT

City and County of San Francisco Department of Technology (DT):

5-18-2011

Approved by: Jon Walton, Acting Chief Information Officer Date

Corporation for Education Network Initiatives in California:

5-25-11

Approved by: Jim Dolgonas, President & CEO Date

Approved as to Form:

Dennis J. Herrera
City Attorney

By _____
Margarita Gutierrez
Deputy City Attorney

Exhibit 1: Dark Fiber Specifications

Lessee dark fiber shall be:
The fiber between CENIC locations, operated on behalf of UCSF, will operate according to the following specifications:

- Non-Dispersion Shifted (G.652C/D or Non-Zero Dispersion Shifted (G.655) single mode fiber suitable for dense wave division multiplexing (DWDM) transmission.
- The fiber optic cable shall be suitable for use in fiber optic cable system operation with 0.35 dB/km attenuation at a wavelength of 1310 nm and 0.25dB/km at 1550 nm.
- The cable will provide optimum transport capability at both 1310 nm and 1550 nm taking into consideration attenuation, bandwidth and chromatic dispersion.
- The value of chromatic dispersion of the fiber (in ps/nm or ps/nm/km) and an Optical Time Domain Reflectometer (OTDR) trace of the fiber must be provided to CENIC upon request.

Exhibit 2: Fiber Acceptance Criteria

Initial Construction Testing

During initial Construction, DT ("Vendor") shall use an optical time domain reflectometer ("OTDR") to test splices and shall use an OTDR and a 1 kilometer launch reel to test pigtail connectors. Such initial Construction tests shall be uni-directional and performed at 1550 nanometer (nm).

If the loss value of two connectors and the associated pigtail splice exceeds 0.5 dB Vendor shall break the splice and re-splice until the loss value is 0.5dB or less.

If the loss value for a splice, when measured in one direction with an OTDR, exceeds 0.15 dB, Vendor shall break the splice and re-splice until the loss value is 0.15 dB or less, provided that, if Vendor is not able to achieve a loss value of 0.15 dB after three total splicing attempts, then the maximum acceptable loss value shall be 0.3 dB. Fiber with loss greater than 0.3dB at any splice will not be accepted by Lessee.

End to End Testing

After Vendor has established end-to-end connectivity on fibers during initial Construction it shall perform acceptance testing including:

- Bi-Directional OTDR (Optical Time Domain Reflectometery) – 1550nm and 1310nm (Test should be conducted with a suitable launch cable of no less than 1 kilometer).
- Optical Return Loss (ORL) – 1550nm and 1310nm
- Polarization Mode Dispersion (PMD) – 1550nm
- Chromatic Dispersion (CD) – 1520nm to 1620nm in 10nm increments
- Attenuation Profile (AP)
- Power Meter Measured End to End loss per strand at 1550nm and 1310nm

Vendor shall perform the bi-directional, end-to-end tests and OTDR traces at both 1310 and 1550 nm. Vendor shall measure and verify losses for each splice point in both directions. The attenuation value used to determine compliance with the attenuation specification shall be the average of the end-end loss values in each direction

Post Construction Testing

After performing permanent re-splicing (in conjunction with Repair of a cable cut, replacement of a segment of cable, or other work after initial Construction and splicing of the cable), the test procedures set forth in End-to-End Testing above shall apply to the relevant fibers and cable segments. The provisions in the OTDR Equipment and Setting and Acceptance Test Deliverables sections of this Attachment that are relevant to such testing shall also apply. Vendor may, after the Acceptance Date, adopt any alternate methods of testing that are generally accepted in the industry and that provide sufficient data to fulfill the objectives of the tests set forth in this Attachment.

OTDR Equipment and Settings
Vendor shall use OTDR equipment and settings that are, in its reasonable opinion, suitable for performing accurate measurements of the fiber installed. Such equipment and settings shall include, without limitation, the Laser Precision TD3000 and CMA-4000 models and comparable models for OTDR testing.

Acceptance Test Deliverables
Vendor shall provide data sheets or computer media containing the following information for the relevant fibers and cable segments:

* Verification of end-to-end fiber continuity with bi-directional power level readings for each fiber taken with a light source and power meter.
* Verification that the loss at each splice point is below 0.3 dB.
* OTDR Test Data per next section

Fiber Turnover Package
After acceptance, the fiber turn-over package shall include the following information about the cable(s) used to provide the end-end path: Cable manufacturer, cable type (buffer/ribbon), fiber type, cable reel number, number of fibers, number of fibers per tube, distance of each section of cable between splice points.

* End-end and/or per segment bi-directional OTDR traces at 1310nm & 1550nm, as appropriate, including OTDR measured fiber distance.

Exhibit 3: Definitions

Capitalized terms and phrases in this Agreement have the following meanings:

"Acceptance" means Lessee's written agreement that DT has delivered Lessee Fibers to Lessee under the terms of this Agreement.
"Acceptance Date" The date of Lessee's Acceptance as defined above.
"Affiliates" means, with respect to any entity, an entity controlling, controlled by, or under common control with such entity by means of direct or indirect majority ownership or public authority.
"Agreement" means this entire document, including all amendments hereto, Exhibits and Schedules hereto or incorporated by reference. This specifically includes the separate "Fiber Watch" agreement.
"As-Built Drawing" means drawings of the actual System.
"Cable" means fiber optic cable, and the fibers contained therein, which shall include the Lessee Fibers, along with fibers of DT and/or others, and associated splicing connections, patch panels, splice boxes, vaults, etc.
"CENIC" is an acronym for the Corporation for Educational Network Initiatives in California.
"Conduit" means a casing or encasement for wires or Cables.
"Connecting Point" means a point where the network or facilities of Lessee will connect to the DT fibers.
"Dark Fibers" means optical fiber provided by DT to Lessee under this Agreement without electronics or optronics and which is not "lit" or in use for communications.
"DT" means the Department of Telecommunications and Information Services of the City and County of San Francisco.
"Facility Owners/Lenders" means any entity (other than Lessee or DT): (A) owning any portion of the System or any property or security interest therein, or (B) that is a lender with respect to Lessee or DT, or any of Lessee's or DT'S Affiliates.
"Fibers" means any optical fibers contained in the System, including the Lessee Fibers, the fibers of DT and the fibers of any third party in the System.
"Indemnified Persons" means as defined in Section 10.1.
"Install," "Installation" and other capitalized terms of like derivation, means the activity of digging a Trench along the ROW, laying Conduits and Cables forming the System within such Trench or laying the Cable along the ROW by means of overhead installation, plowing in, drilling, jacking, boring, attaching to bridges or other means, pulling Cables through Conduit, Splicing Fiber, fabricating and positioning associated handholes, manholes, buildings and facilities, which support the Operation of the System. Also the attachment, addition or application or electronics, optronics, software or other devices or technologies to the Constructed Cable in order for data to be transmitted through the Cable and for the System to be Operational.
"Law" or "Laws" means any statute, law, ordinance, regulation, order, decree, determination, legal interpretation or ruling, formal or informal, of general or specific applicability, and however promulgated, or any Federal, state or local governmental or quasi-governmental: (A) legislature; (B) administrative, regulatory or other agency, authority or instrumentality; (C) court or tribunal; or (D) other legal body of any type or description having legal authority and/or jurisdiction over the subject matter hereof or the activities to be conducted pursuant hereto, currently existing on the date hereof or coming into existence during the term hereof.
"Lessee"

"Lessee Equipment" means optronic (opto-electrical), electronic, or optical equipment, or materials, facilities, or other equipment owned, possessed, or utilized by Lessee in connection with the Lessee Fibers other than the System.
"Lessee Fibers" means those certain Dark Fibers to which DT shall grant Lessee the Rights to Use as defined in Section 1.1.
"Non-Routine Repair" means efforts required by DT to restore Lessee fibers to the performance specifications provided in Exhibits 1 and 2.
"Notice of Failure" means a communication of one party to this Agreement to the other party to this Agreement that that other party is not performing adequately according to the terms of this Agreement.
"Operation," "Operational" and other capitalized terms of like derivation, mean the activity or status involving the fully functioning uses of the System or Lessee Fibers, as applicable, in accordance with the Specifications and includes, without limitation, support and troubleshooting activities.
"Permission" means any necessary permits or authority to construct the system. This includes permits to undertake street construction, authority to occupy the right-of-way, contractual authority to occupy conduit and use third party fiber where necessary.
"Relocate" "Relocation" and other capitalized terms of like derivation, means the future reconstruction or removal of the System after the "project completion date" through excavations, physical movement, reconnecting to alternate fiber, retrenching and/or reburying of all or part of the Cable, Fiber and/or Conduits as necessary, in order (A) to accommodate Construction within the ROW, (B) to assure the continuing Operational status of the System or (C) for any other permitted purpose hereunder.
"Required Rights" means all easements, consents or other rights or interests from owners of fee interests or other interest owners along the Non-fee Portion of the ROW as necessary to allow DT to Construct, Install, Operate, Maintain, repair, replace and remove the System in the ROW.
"Repair" and other capitalized terms of like derivation, means the activity of assuring continuing Operational status of the System through repair, replacement or otherwise, but excluding Relocation.
"Right Of Way" means the right-of-way granted DT by various landowners to locate, Operate, Construct, reconstruct and Maintain Conduit, Fiber, Trenches, Manholes, Structures or other Facilities associated with Lessee Fiber.
"Routine Maintenance" means proactive efforts taken by DT to assure the ongoing performance of the System, including registration and patrol of rights of way, cleaning and maintaining System facilities and workspaces, upgrading and maintaining electronic or optronic equipment required to monitor the System.
"Scheduled Delivery Date" means the date anticipated for delivery of the project, as identified in Section 3.4, as amended during the course of this Agreement.
"Segment" means a discrete portion of the System and may refer to a span (a portion of the System between two Transmission Sites or between a Transmission Site and a point of presence or System end point), a portion between two points of presence or a point of presence or a specific portion of the System affected by a Relocation or other circumstance.
"Specifications" mean those certain specifications for the Lessee Fibers as set forth in Exhibits 1and 2.
"State" means the State of California and shall include any agency, political subdivision or instrumentality thereof.
"System" means the fully Constructed and Operational fiber optic Telecommunications System.

"Telecommunications" means, for purposes of this Agreement, the transmission of voice, video, data or other information, including interactive services.
"Term" means the term of this Agreement as defined in Articles 2 and 16.
"Test Documentation" means as defined in Exhibits 1 and 2.

Exhibit 4: Scope of Work

Network Description

The City will connect all of the locations listed below to the CENIC UCSF Network with two strands of dark fiber. The campuses will be connected in a ring configuration. Unless otherwise noted, there will be a single entrance for fiber to each location. The City will install termination points to those locations that do not currently have termination points. Standard telecommunications engineering practices will be used for locating and mapping fiber. CENIC will obtain any requested permission on behalf of DT for DT's installation activities on UCSF property. The City will obtain any Permissions required to install fiber in the public right of way and City property.

The Fiber will be installed according to the standards in Exhibit 1 and subject to the acceptance testing procedure described in Exhibit 2.

Locations

The following table provides a list of all locations to be connected through this project, including the site name, the street address of the site and the number of weeks between execution of the agreement and completion of the element. Additional sites may be added by mutual agreement of CENIC and DT.

CENIC/UCSF Telemedicine Network Sites

Site	Street Address	Demarcation Point	Weeks to Completion
Phase 1 -- Core UCSF Sites			
Mission Bay	1600 16th Street	Room S231	4
UCSF Data Center	654 Minnesota Street	Room 130	4
Co-location Site	200 Paul Ave.	DT Termination Panel Meet Me Room	4

Exhibit 5: Explanation of Charges

The City and County of San Francisco will charge Lessee two types of charges:

(1) a one-time installation charge, and
(2) an ongoing annual fee for occupancy and maintenance of the fiber.

The parties do not anticipate that the City will incur cross connect charges at the collocation site, so there is no need to pass these charges through to the Lessee. In the event that the City does incur such charges, these will be passed through to the Lessee.

Installation Charges

The City will charge Lessee $51,000.00 for installing fiber drops to a single entrance in the locations described below.

Site		Installation Cost One Time
UCSF Sites		
Mission Bay	$	10,000.00
UCSF Data Center	$	40,000.00
Co-location Site	$	1,000.00
Subtotal:	$	51,000.00

Ongoing Occupancy and Maintenance Charges

	Annual
Phase 1 UCSF Sites	$32,300

In the first year, a pro-rated annual amount will be due within 30 days of completion of the network for the portion of the year remaining between the completion date and September 30. In subsequent years, the full amount will be due within 30 business days of September 30. Beginning in September 2012 and each subsequent year the ongoing occupancy and maintenance of the fiber will be adjusted annually by the CPI-U.

The CPI-U means the Consumer Price Index for all Urban Consumers (base years 1982-84) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics (BLS). If the Index is changed so that the base year differs, the Index shall be converted in accordance with the conversion factor published by the (BLS). If the index is discontinued or revised during the term of this agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised. Adjustments in CPI-U shall be calculated by comparing the CPI-U most

recently published with the CPI-U in effect on December 31, 2010. If the CPI-U has increased, then the sum or amount payable on the calculation date shall be set by multiplying the sum or payment by a fraction, the numerator of which is the CPI-U in effect on December 31, 2010.

Exhibit 6: Maintenance Agreement

GENERAL TERMS

The agreement in this Exhibit 6 shall be known as the "Maintenance Agreement." Definitions of capitalized terms and phrases in the Maintenance Agreement are the same as those listed under Exhibit 3 ("Definitions") of the Agreement.

DT Maintenance Agreement

DT commits to make available maintenance and repair services as a reliable means of ensuring, to the best of DT's reasonable capabilities, that the Lessee Fiber is optimally supported and operational.

Term of Maintenance Agreement

The term of this Maintenance Agreement begins on the Acceptance Date and expires on the date that is twenty (20) years from the Acceptance Date.

Change and Review Process for Maintenance Agreement

Either party may initiate a review of the agreement at any time by contacting the signing parties and arranging a discussion. Any agreed upon changes shall not be effective until incorporated into this Maintenance Agreement through written addenda.

Pricing

All services provided under the Maintenance Agreement for the term are included in the payments set forth in Exhibit 5 of the Agreement.

Notification of Failure

In the event of any failure under this Maintenance Agreement, the affected party shall promptly notify the defaulting party in writing (the "Notice of Failure") of the occurrence of a failure or default under this Agreement. The defaulting party shall have a period of fifteen (15) business days from the date of receipt of the Notice of Failure in which to effect a cure or submit a plan to effect an acceptable remedy of any such failure. Acceptance of such cure or plan will not be unreasonably withheld by either party.

Refusal to Maintain or Restore Fibers

After thirty (30) business days after DT has received a Notification of Failure, in the event of a refusal or lack of good faith effort by DT to restore Lessee Fibers to conditions of Acceptance as specified in Exhibits 1 and 2 of the Agreement or under terms of the Warranty or any other portion of this Maintenance Agreement, Lessee may take reasonable action to replace the affected fibers, and it will be DT' responsibility to reimburse Lessee for its reasonable costs for that new Fiber and/or Repair.

2. WARRANTY AND REPAIRS

Manufacturer's Warranties

In the event any necessary warranty service or Repair to the Lessee Fibers are covered by a warranty made by any manufacturer, DT shall pursue any remedies it may have against such manufacturer and shall reimburse Lessee for any costs that Lessee has incurred as a result of any such breach of warranty to the extent the manufacturer has paid such costs; provided that DT: (a) shall be entitled to reduce such amount by legal and collection costs incurred; and (b) shall have the right to prorate such payment among itself and Lessee.

Maintenance Services and Repair

During the Term, DT shall perform all required Routine Maintenance and Non-Routine Repairs of the Lessee Fibers. Lessee shall have the right to have a representative present at any time work

or repairs are performed which may affect the Lessee Fibers. DT is not expected to stop or delay work to accommodate Lessee's ability to be present, but DT will seek to notify Lessee that maintenance work will be taking place

3. MAINTENANCE SERVICES

Lessee Fiber Termination/Access for Lessee Fiber.

Lessee and DT and their agents and subcontractors, shall be allowed access to such locations as necessary to maintain the dark fiber.

DT Notification to Lessee.

DT shall promptly notify Lessee of any matters pertaining to any damage or impending damage to or loss of the dark fibers that are known to it. DT shall promptly notify Lessee via agreed upon e-mail, phone call, or page to designated persons in the event of a system problem to initiate diagnosis procedures and coordinate any needed fiber system testing.

Lessee Notification to DT.

Lessee shall promptly notify DT upon becoming aware of any damage to the system or to the dark fibers. DT shall respond to any notifications or trouble reports by Lessee of any dark fiber impacting issues.

System Diagnosis.

Upon notification of any problems from within Lessee or from DT, Lessee will conduct tests to determine whether problems are with Lessee networking equipment or associated software. If Lessee is not able to isolate problems to Lessee networking equipment or software, DT will conduct preliminary tests to determine if the problem is with one or more of the dark fibers.

Fiber Repair and Restoration.

In the event system problems are determined to be related to problems with dark fiber, DT will promptly make all necessary repairs to restore Lessee dark fibers.

Relocation.

DT may relocate its dark fiber facilities. DT agrees that any such relocation will be done with as little interruption of Lessee's use of the Lessee fibers by a mutually agreeable schedule.

Avoiding Adverse Effect on System.

Neither Lessee nor DT in use of their respective fibers, equipment or associated facilities, employ equipment, technologies, or methods of operation that materially interfere in any way with or adversely affect the City's fiber network as a whole or the use of the fiber optic by Lessee, DT or third parties.

Routine Maintenance.

DT shall perform all required routine maintenance of dark fiber. Routine maintenance consists of proactive efforts taken by DT to assure the ongoing performance of the System, including:

- Vault inspection – vaults should be visibly inspected for water retention and fiber condition.

- Dark fiber testing – should be tested on a rotating basis among the various fiber termination locations.
- Supporting structure repairs and relocations – Conduits must be repaired or relocated as required by street projects for City or utilities working within the City.
- Street marking – City must respond to Underground Service Alert (USA) to protect fiber from being damaged during excavation. This service is done in conjunction with the marking of City owned street lighting conduits.

Hours of Operation.

Maintenance and repair of dark fiber will be offered on a 24 hour per day basis, seven days per week

Problem Reporting.

Lessee can contact DT to report problems and check on status of open reports by calling Communications System Control (CSC) (415) 558-3884 or the DT Service Desk at 415-581-7113.
DT will address according to the procedures outlined in "Article 4: Trouble Reporting and Resolution Procedures" section.

Monitoring.

The City's fiber system, including the Lessee fibers, are monitored by DT. (Network electronics will not be monitored by DT.)

Termination

At the termination of the Agreement, Lessee will no longer have rights to use dark fiber. DT may use dark fiber for an alternate use.

4. TROUBLE REPORTING AND RESOLUTION

1. When reporting a problem to DT, Lessee will provide the following:
   - A contact name, the site, and call back number.
   - The problem being experienced.
   - When the problem occurred and what activity was being performed at the time.
   - Any problem diagnostic information available.
   - Any other relevant information requested by DT.

2. DT agrees to provide escalations of service impacting issues according to the following schedule according to the definitions of Support Tiers and Priority Determination listed below:

   - Immediate Third Tier escalation of all Priority 1 or Priority 2 issues identified via DT processes or by Lessee calls.

- Call Lessee with all Priority 1 or Priority 2 issues identified via network monitoring systems within 15 minutes.
- Escalate to Second Tier Support all Priority 3 issues identified by Lessee calls within 30 minutes.
- Log all "Communication System Control" related events, activities, and actions taken within 1 hour of occurrence.
- Follow-up with the Lessee to confirm resolution of issue.
- Provide back-up support by technical staff as needed.
- Priority Level 4: Refer and coordinate problem resolution as needed.

3. The Communication System Control, will escalate issues according to the following tiers:

Support Tiers		
Support Level	Role	Action
0	User	Call Communication System Control
1	Communication System Control	Resolve problem OR Escalate to On-Call Technician and/or 2nd Tier Support
2	Second Tier Support	Resolve problem OR Escalate to Third Tier Support
3	Third Tier Support	Resolve problem – using outside vendors if necessary

4. At the time the problem is logged, DT or Communication System Control will establish the priority based on Priority Determination Table below.

Priority Determination Table			
Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Medium)	Priority 4 (Low)
Network Functionality			
Failure or condition causes a fiber link between two or more Customer locations to fail where there is no backup fiber path. One or more Customer locations lose network connectivity because of fiber failure.	Failure or condition causes a link between two or more Customer locations to fail, but there is a backup fiber path in place and network traffic has been re-routed over that backup path. Customer locations still have network connectivity.	Failure or condition creates performance degradation in a network link between two or more Customer locations. Customer locations still have network connectivity, but network performance is impaired by a fiber condition.	Failure or condition creates a risk of fiber failure or degradation, which could impact Customer network performance. Customer locations still have fully functional and performing network connections, but a condition threatens that ongoing network functionality.
Network Usage			
Failure of one or more optical fibers causes a Customer network user to be unable to use the network or a network application. System is unavailable, not responding, or not accessible Major system alarms. Minor alarms that could lead to a failure if not mitigated.	A failure of one or more optical fibers causes a Customer network user to be vulnerable to loss of network or application availability because of loss of redundant paths on the network.	A failure in one or more optical fibers causes a Customer network user to experience degraded performance in an application running over the network. Customer tests show less than specified performance of DT provided optical fiber.	A condition exists which creates risk of failure or performance degradation of DT provided optical fiber, which could create conditions in which a Customer network user would experience inability or performance degradation in an application running over the network. May also include questions and requests for information.

Priority Determination Table			
Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Medium)	Priority 4 (Low)
Customer Network Users Affected			
An optical fiber failure affects the *majority* of Customer network users at one or more Customer locations.	An optical fiber failure creates an increased risk of loss of network performance, which would affect a *large* number of Customer network users at one or more Customer locations.	An optical fiber failure or condition affects the performance or theoretical performance of one or more applications used by a Customer network user at one or more locations.	A condition exists which may lead to an optical fiber failure, which could affect one or more Customers network users.
Workaround [This bullet carries the heaviest weighting of the characteristics for Priority 1 and 2.]			
No acceptable and implemented workaround exists (i.e., the network is down and a Customer is unable to use it between two or more locations).	A backup path exists, and a Customer has used it to continue or restore network functionality, but the initial fiber path is not functioning and a Customer no longer has redundancy (i.e., if the backup optical fiber fails, a Customer will lose the ability to use the network between two or more locations).	Most customer applications continue to work, but one or more are experiencing performance issues and possible failure.	Customer is still able to use the network as usual.

5. Priority Level Response Times. The following table displays the Response Time and Resolution Time goals for each severity level

Priority Level Response Times			
Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Medium)	Priority 4 (Low)
Response Time			
Immediate.	Within 30 minutes	Within four hours or by end of business day	Within thirty-six hours
Resolution Time			
The maximum acceptable initial response time is 15 minutes. Within 15 minutes, affected Customer contacts and DT 3rd Tier Support are informed of the problem Updated status will be provided to affected Customer contacts hourly unless agreed otherwise until resolved. Resolution should be as fast as humanly possible – within hours if possible.	The maximum acceptable initial response time is 30 minutes. Within 30 minutes, affected Customer contacts and DT 3rd Tier Support are informed of the problem. Updated status will be provided to affected Customer contacts every 3 hours unless agreed otherwise until resolved. Resolution should take place in an expedited manner – within a day if possible.	The maximum acceptable initial response time is 4 hours or the end of the business day. Updated status will be provided to affected Customer contacts every day unless agreed otherwise until resolved. Resolution should take place in as quickly as possible – within two days if possible.	The maximum acceptable resolution time is 15 calendar days.