

EXHIBIT C

SYSTEM MAINTENANCE SPECIFICATIONS AND PROCEDURES

Grantor will be responsible for providing maintenance of the System including the CUSTOMER Fibers. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this **Exhibit C** forms a part. All maintenance obligations to be performed by Grantor will commence upon Acceptance Date.

1. MAINTENANCE

- 1.1. Scheduled Maintenance. Routine maintenance and repair of the System described in this section ("Scheduled Maintenance") shall be performed by or under the direction of Grantor, at Grantor's reasonable discretion or at CUSTOMER's request and in accordance with Grantor's then current preventative maintenance procedures as agreed to by CUSTOMER, which procedures shall be provided to CUSTOMER for comment and shall not deviate substantially from standard industry practices. Scheduled Maintenance shall also include the following activities:
 - 1.1.1. Maintenance of a "Call-Before-You-Dig" program including performing cable locates and registration and compliance with all applicable "one-call" programs;
- 1.2. Unscheduled Maintenance. Non-routine maintenance, repair and restoration of the System which is not included as Scheduled Maintenance ("Unscheduled Maintenance"), shall be performed by or under the direction of Grantor. Unscheduled Maintenance shall consist of:
 - 1.2.1. "Emergency Unscheduled Maintenance" shall mean any of the following: (i) response to an alarm identification by Grantor's Network Operations Center, (ii) notification by CUSTOMER or notification by any third party of any failure, interruption or impairment in the operation of the System, or (iii) any event likely to cause the imminent failure, interruption or impairment in the operation of the System.
 - 1.2.2. "Non-Emergency Unscheduled Maintenance" shall mean the response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the System.
- 1.3. CUSTOMER shall promptly report the need for Unscheduled Maintenance to Grantor. After CUSTOMER has isolated the trouble and has determined that the trouble is not the result of CUSTOMER Equipment or fiber connections installed beyond the Grantor points of demarcation, Grantor will dispatch technicians to isolate and correct the trouble between Grantor's points of termination. This will include dispatching to both ends of the fiber facility, if necessary, removing jumper from CUSTOMER's network to isolate CUSTOMER Equipment before any OTDR or optical signal is injected onto the fiber. CUSTOMER coordination and cooperation is required to perform these activities and to gain access to CUSTOMER facilities.

- 1.4. Grantor will provide regular status reports to the CUSTOMER's NOC during Emergency Unscheduled Maintenance. Grantor will upon CUSTOMER request participate in teleconferences during the Emergency Unscheduled Maintenance as directed by the CUSTOMER's NOC. When correcting or repairing Cable discontinuity or damage Grantor shall begin repair traffic affecting discontinuity or damage within four (4) hours after the time Grantor becomes aware of an event. In order to accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Grantor shall have developed its plan for permanent repair, and thereafter shall promptly notify CUSTOMER of such plans, and shall implement such permanent repair within an appropriate time thereafter.
- 1.5. Grantor will provide CUSTOMER with maintenance contact names and/or numbers upon the Acceptance Date.

2. COOPERATION AND COORDINATION

- 2.1. Grantor shall provide to CUSTOMER, on a 24 hours and 7 days a week basis, access to Operations Escalation List, as updated from time to time, to report and seek immediate redress of exceptions noted in the performance of Grantor in meeting maintenance service objectives.
- 2.2. CUSTOMER will arrange for escorted access to CUSTOMER sites when necessary for Grantor to fulfill its maintenance obligations pursuant to the Fiber Service Order, provided CUSTOMER receives a minimum of seventy-two (72) hours advance notice.
- 2.3. In performing its services hereunder, Grantor shall use commercially reasonable efforts to prevent impairment to the signal continuity and performance of the CUSTOMER Fibers. Grantor shall share information and analyses with CUSTOMER concerning any disturbances regarding the Cable and/or Fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving Cable, Fiber, electronic equipment, or regeneration or other facilities of CUSTOMER, then CUSTOMER shall, at Grantor's reasonable request, make such personnel of CUSTOMER available as may be necessary in order to accomplish such maintenance.
- 2.4. Scheduled and Unscheduled Maintenance shall be planned as provided herein. CUSTOMER shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance. In the event that Scheduled Maintenance is canceled or delayed for whatever reason, Grantor shall notify CUSTOMER at Grantor's earliest opportunity.

3. FACILITIES

- 3.1. Grantor shall maintain the System in a manner which will permit CUSTOMER's use of the CUSTOMER Fibers in accordance with the terms and conditions of the Agreement.

- 3.2. Except as otherwise set forth in the Agreement, CUSTOMER will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by CUSTOMER in connection with the operation of the Dark Fibers, none of which is included in the maintenance services to be provided hereunder. Customer shall provide maintenance/locate service on all grantor's fiber cable from Savannah demarcation to Dallas.

4. CABLE/FIBERS

- 4.1. In performing repairs, Grantor shall comply with the testing and splicing specifications as set forth in **Exhibit B**, Acceptance Testing Procedures and Specifications. Grantor shall provide new test data to CUSTOMER within thirty (30) days of splicing completion for any spans which require additional Cable and or splicing.

5. RESTORATION

- 5.1. Grantor shall respond to any interruption of service or a failure of the CUSTOMER Fibers to operate in accordance with the standards and specifications set forth in the Agreement as quickly as possible and as set forth in this Exhibit.
- 5.2. A temporary emergency splice may be used to restore service as quickly as possible. Grantor will work to replace these splices with permanent fusion splices as soon as is reasonably possible. Grantor shall incorporate fiber meeting or exceeding the specifications set forth in **Exhibit B** in both a temporary or permanent solution.

6. SUBCONTRACTING

Grantor may subcontract any of the maintenance services hereunder; provided that Grantor shall require all subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve Grantor of any of its obligations hereunder.

7. DISD Maintenance Procedures

- 7.1. Refer to EXHIBIT D that is attached to this agreement
- 7.2. The standard maintenance window is from 12:01am CT-6:00 am CT.
- 7.3. In the event of a maintenance failure, roll back plans are to be initiated no later than 4:00 am CT.
- 7.4. A 7 day advanced notice window is standard for maintenance unless the maintenance is deemed an emergency and approved the DISD Director.

8. DISD Escalation List

- 8.1. ERNIE STRIPLING, TIO, 972-754-2550,
ESTRIPLING@DENTONISD.ORG
- 8.2. CHRIS LANGFORD, WAN ENGR, 940-367-4515,
LANGFORD@DENTONISD.ORG
- 8.3. LINDA COLE, NETWORK MANAGER, 940-395-5321,
LCOLE@DENTONISD.ORG