

SCHEDULE "B"

MAINTENANCE OF FIBRES and FIBRE CIRCUITS

- 1.0 Basic Maintenance.** To the extent reasonable, having regard to the age, location, use and history of a Fibre Circuit (including, without limitation, the number of existing Deficiencies), The City will provide or cause to be provided Basic Maintenance.
- 2.0 Emergency Maintenance.** Subject to Article 5.0 below, The City will provide, or cause to be provided, Emergency Maintenance on a 7 days per week, 24 hours per day basis. For the purpose of providing Emergency Maintenance, The City agrees to maintain on hand and to have available at all times a length of "ready to use" Cable not shorter than one (1) kilometre in length and containing at least as much Fibre as is contained in the Fibre Circuit.
- The following process will apply with respect to Emergency Maintenance:
- (a) The Licensee must advise The City orally that it requires Emergency Maintenance specifying, to the extent that it is able to do so, the location and Circuit Number of the Deficiency. In respect of each request for Emergency Maintenance, the Licensee must provide The City with its Network operation centre contact information for contact regarding the Deficiency, which must be used in all subsequent communications.
 - (b) The City will, in accordance with this Agreement, provide the Licensee with an Emergency contact list for all matters under this Schedule B, Article 2.0. The City may, from time to time, change the Emergency contact list by Notice to the Licensee.
 - (c) Further to the Licensee's request for Emergency Maintenance, The City will use reasonable efforts to be on-site at the location of a Deficiency within four (4) hours from the time The City receives communication from the Licensee of a Deficiency. The City will use reasonable efforts to repair a Deficiency within twenty-four (24) hours from the time The City receives Notice of the Deficiency from the Licensee. Despite the foregoing, the amount of time The City's takes to repair a Deficiency will depend on the type and location of the Deficiency.
 - (d) As a Fibre Circuit is activated from time to time, the Licensee must immediately provide The City with Notice of the Circuit Number that is activated. When providing Emergency Maintenance, The City will give priority to splicing the tubes within Fibre Circuits containing active Fibre with the goal of restoring all operating systems on an equal basis.
- 3.0 Notice.** The City will, to the extent it is able to do so, give the Licensee Notice consistent with The City's Network operations policy but not less than 14 days before commencing any work involving The City's Facilities which The City determines may disturb the Fibre Circuit or in any other way may expose the Fibres or Fibre Circuit to a risk of Deficiency. The City will promptly advise the Licensee of any Notices from an Underlying Rights Owner involving anticipated disturbances to the Fibre Circuit.
- 4.0 Negotiation of Operating Procedures.** The City and the Licensee agree to promptly negotiate, in good faith, any operating procedures as may be required so as to give full effect to The City's maintenance obligations under this Schedule B.

5.0 Underlying Rights. The Parties agree and acknowledge that the ability of The City to perform its obligations under this Agreement may be affected by Underlying Rights of Third Parties and The City will not be deemed to be in default of its obligations under this Agreement if The City's failure or delay in its performance is caused by or attributable to the terms of Underlying Rights, The City's compliance with Underlying Rights or an event of force majeure as described in Article 13.0, Section 13.7 this Agreement.

6.0 Maintenance by Third Party. The Licensee acknowledges that, pursuant to the Underlying Rights, joint build or other applicable agreements, a Third Party may be responsible for the Basic Maintenance or Emergency Maintenance of a Fibre Circuit (as may be applicable). In such case, the Licensee must communicate any concerns relating to the Basic Maintenance or the Emergency Maintenance provided by the Third Party to The City and The City will promptly communicate such concerns to the Third Party. The City will use reasonable efforts to ensure that the Third Party fulfills its obligations and that the terms and conditions of this Agreement are complied with.