



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2017-00784

June 6, 2017

Discussion Item 24

Title: Agreement: Public-Private Partnership Agreement for the Development of Smart Cities Initiatives (Two-Thirds Vote Required)

Location: Citywide

Recommendation: Pass a Motion: 1) suspending Council Rule of Procedure 7.E.2.d, relating to posting of agreements 10 days before council action which requires two-thirds vote; 2) authorizing the City Manager or his designee to execute the Strategic Joint Development Agreement – including Initiative #1, Specific Agreement A (Master Smart Cities Agreement), Specific Agreement B (Wireless and Wireline Deployment), and Specific Agreement C (Master Telecommunications Siting Agreement) – with Verizon to develop Smart Cities Solutions and infrastructure; and 3) authorizing the City Manager or his designee to execute and deliver on the City’s behalf the Wireline Deployment Agreement referenced in Specific Agreement B and such other exhibits and documents referenced in or necessary to implement these agreements, all subject to approval as to form by the City Attorney or his designee.

Contact: Maria MacGunigal, Chief Information Officer, (916) 808-7998; Cassy Vaioleti-Matu, Program Analyst, (916) 808-8047, Information Technology Department

Presenter: Maria MacGunigal, Chief Information Officer, (916) 808-7998, Information Technology Department

Attachments:

- 1-Description/Analysis
- 2-Contract
- 3-Exhibit G
- 4-Exhibit D

Description/Analysis

Issue Detail: The City of Sacramento wishes to enter into a Strategic Joint Development Agreement with Verizon, to achieve a public-private partnership (PPP). The PPP will implement smart cities technologies and facilitate the installation of fiber optic and wireless infrastructure throughout the City to improve the quality of life for residents, reduce costs to the City, and deliver services to our community in smart and effective ways. Key areas of focus in the PPP are: building a digitally connected community; supporting youth programs; driving economic development; reducing traffic congestion; improving public safety; and enhancing the availability of an advanced high-speed, high-capacity telecommunications network to the citizens and guests of Sacramento.

Policy Considerations: The proposed Strategic Joint Development Agreement (Attachment 1) is in alignment with the Mayor and Council Budget Priorities for Fiscal Year 2016/17 and the Demonstration Partnerships Policy adopted by the Council on April 25, 2017 (Resolution No. 2017-0150).

Economic Impacts: Investment in infrastructure, jobs for youth, and technology leadership will strategically position the City for the next economy. The City stands to receive significant short and long term economic gains from the PPP.

Environmental Considerations: None

Sustainability: None

Commission/Committee Action: None.

Rationale for Recommendation: The City of Sacramento recognizes the importance of public-private partnerships to achieve the common goals of the City and the business community. Partnerships with companies such as Verizon present a unique opportunity for the City to both improve the quality of life for all residents, reduce costs, improve access, and deliver services to our community in smart and effective ways. This partnership is in alignment with City policy and strategically positions the City meet the goals and objectives of the council, both in the short term and long term.

Financial Considerations: There is no direct cost to the City to enter into this agreement. The City will defer potential lease revenue from 101 small cell sites over a 10-year period of up to \$2 million dollars. The City will allow the use of City conduit to reduce cost of construction and reduce disruption to the rights of way. The City also accepts the California Utilities CPUC attachment rate for future 5G sites, which is lower than the current attachment rate charged by

the City. These concessions are given in exchange for extensive fiber optic infrastructure, smart cities solutions, youth development, and public Wi-Fi valued at more than \$100 Million dollars of investment in the City.

Local Business Enterprise (LBE): Verizon is not an LBE.

Background: The use of Smart Cities Technologies, fiber optics, wireless infrastructure, data, and communication is growing rapidly in all segments of society. The demand and need for high-speed data connectivity from residents, businesses, and visitors is on the rise with no end in sight. Traditional approaches to increased capacity are no longer adequate to meet needs now or in the future. Cities and private companies are challenged with considering new business models that can meet the increased demand for wireless data while balancing affordability, equity, timeliness, and environment.

The City of Sacramento recognizes the importance of public-private partnerships to achieve the common goals of the City and the business community. The partnerships with as Verizon presents a unique opportunity for the City and Verizon to both improve the quality of life for all residents, reduce costs, improve access, and deliver services to our community in smart and effective ways.

The City and Verizon are keenly focused on solutions that drive local innovation, bridge digital divides, and increase the sense of community. As such, key areas of focus for the Sacramento community are: building a digitally connected community; supporting youth programs; driving economic development; reducing pedestrian traffic injuries; improving public safety; and enhancing the availability of an advanced high-speed, high-capacity telecommunications network to the citizens and guests of Sacramento.

As the State Capitol of California, the state's sixth largest city, regional hub of the 2.2 million, birthplace of the Gold Rush and Transcontinental Railroad, and one of the most diverse cities in America, Sacramento is uniquely positioned to test, advance, and use emerging technology to better understand and serve the needs of the community. This PPP will lay the foundation for sustained economic growth that will drive forward Sacramento as a hub of innovation, entrepreneurship, and technology.

As the first PPP of this kind in the nation, Sacramento and Verizon are shaping the future of how to maximize efficiencies and scale to provide a greater level of community services and digital equity.

SUMMARY OF PPP RELATIONSHIP AND TERMS:

Verizon will provide investment, install and commission smart city solutions comprised of network infrastructure, fiber, small cells, 5G, citizen engagement kiosks, internships, and smart hardware and services.

Sacramento will provide an expedited development process and nondiscriminatory, nonexclusive access to City-owned infrastructure, defer costs of lease revenue from small cell and 5G attachment rates, and champion statewide efforts to reform the local process for deploying the most advanced wireless broadband connectivity in communities across California.

Objective, Sacramento and Verizon desire to build a long-term strategic collaboration to make Sacramento a partner for the deployment of high speed high capacity networks and smart city technology throughout the city. The effort is expected to require collaboration where Verizon provides investment, technology and implementation expertise and Sacramento provides right-of-way, permitting, and network non-discrimination support.

Guiding Principles for Collaboration

- Solve real world problems that will improve the quality of life for Sacramento's residents, businesses, and visitors
- Identify key areas within Sacramento that benefit the community, and enable cost effective deployment of smart city services and networks and ensure digital equity
- Identify and enable permitting efficiencies, non-discriminatory access and right-of-way to Sacramento owned resources
- Focus on positioning the City to be an early adopter of advanced network technologies such as 5G and autonomous vehicle infrastructure
- Drive economic development and innovation in the region
- Develop a Public Input Process to inform the strategy for smart cities technologies
- Establish leadership in local government

Key Deal Points

- Internships
- STEM
- Public Wi-Fi Services
- Digital Kiosks
- Internet of Things Platform
- Vision Zero Program
- Intelligent Traffic
- Public Safety and Security

- Fiber Infrastructure
- Reduced Lease Rates
- Streamlined Permitting

INTERNSHIPS Verizon will sponsor a minimum of five (5) up to a maximum of twenty (20) high school interns per year for the next five (5) years. The internships will be 10 weeks during the summer and a minimum of 6 hours per week during the school year. If the students successfully complete two consecutive years in the Verizon internship program and enroll in a community college program, they may be eligible to continue their internship with Verizon for up to two more years. Interns that complete four years of internship within this program may be eligible for a Sacramento based job with Verizon. The City of Sacramento or its delegate will source the interns with the right skill levels for each of the specific internship opportunities provided by Verizon. The City of Sacramento will partner with local community colleges to develop programs to support students in internship.

STEM Verizon Wireless will host a Science Technology Engineering and Math (STEM) outreach program. Verizon will fund or conduct a minimum of one workshop per year for 5 years to get elementary, middle, and high school students, as defined by the City, not only excited about STEM careers, but to also encourage interest in the internship program and unique opportunities in wireless. This would include experiments to allow students a hands-on experience using wireless technology.

PUBLIC WI-FI SERVICES Verizon will manage and provide municipal Wi-Fi services including Wi-Fi service through a combination of digital kiosks as well as stand-alone Wi-Fi coverage. The stand-alone Wi-Fi coverage will include 27 (twenty-seven) City Parks (the City Parks will be within reasonable distance of the planned fiber build). Verizon will provide the required number of access points to support approximately 10Mbps throughput. Verizon will utilize advanced technology to provide both high speed and secured Wi-Fi to the citizens of Sacramento. This service will be provided free of charge for the duration of this Agreement(5Years). In addition, 15 digital kiosks will provide Gigabit Wi-Fi coverage to residents and visitors within a close proximity of each kiosk. Verizon will provide Wi-Fi pursuant to the Wi-Fi Terms of Service (and attached site maps in Exhibit G) attached hereto as Exhibit B and incorporated herein by this reference.

DIGITAL KIOSKS Verizon will deploy 15 digital kiosks that offer citizen engagement, public service announcements, educational messaging, Art, Wi-Fi, and advertising, for a period of 5 years. At two years, the City can consider switching to a 10-year option with revenue-sharing or continue the five-year option without revenue sharing. Verizon will leverage the advertising revenue to pay for the kiosks as well as provide Wi-Fi services. The revenue generation in kiosks in high traffic areas will also be used to cover costs in areas where the Wi-Fi is required for community needs, including closing the digital divide, but may not have the same revenue

generation capabilities. Verizon will work with the City and its local partners to create curated content that drives citizen engagement and promotes community services and events with an individual neighborhood focus. Deployment of the kiosks may depend on certain updates to the Sacramento City Code.

VERIZON INTERNET OF THINGS PLATFORM Verizon will work with the City and other City partners to promote economic development and innovation on Smart City Technologies that leverage City open data, smart city sensor data, and the connectivity infrastructure. Verizon will provide the City of Sacramento with the Verizon Internet of Things development platform free of charge for the duration of this Agreement, and will work with the City to engage with key partners as determined by the City such as local universities, the small and medium business community, and high-tech entrepreneur groups to develop applications and solutions on that platform to address many urban challenges, such as analytics related to data collected from the Intelligent Traffic solutions. Verizon will also lend its expertise on the use of the Verizon Internet of Things development platform to enable this development for the City.

VISION ZERO PROGRAM Within one year of commencement of this Agreement, Verizon will align with City's Vision Zero Program by implementing the Intelligent Traffic solution at 15 key city intersections. Verizon will gather data analytics in these intersections and corridors and use that data to guide implementation of solutions that have a positive impact on motorist, cyclist, and pedestrian safety, in keeping with the Vision Zero Program. All data collected for this task shall be provided with the City in an open data format.

INTELLIGENT TRAFFIC Within one year of commencement of this Agreement, Verizon will develop and deploy Intelligent Traffic capabilities to address traffic congestion at 12 intersections and will provide traffic flow solutions for approximately 50 miles. All data collected for this task shall be provided to the City in an open data format. Verizon will work with the City to prioritize future intersections for deployment of Intelligent Traffic solutions as required.

PUBLIC SAFETY & SECURITY Verizon will implement a video based public safety and security solution with analytic capabilities at 10 of the 15 key City intersections where Vision Zero is being implemented. Verizon and the City will work together to utilize this solution to enhance the City's public safety system to offer greater visibility to the authorities and citizens to promote a safer environment. Verizon will work with the City to prioritize future areas for deployment of the Verizon public safety and security solution as required.

FIBER INFRASTRUCTURE Verizon is making a significant investment in Sacramento by deploying hundreds of miles of fiber throughout the city. In addition, Verizon will provide cost-effective connectivity services to encourage economic development and innovation acceleration to locations within the City.

Verizon will stage fiber for the City to enable the remaining non-fiber connected traffic signals that are near Verizon fiber paths (approximately 280 signalized intersections), as well as connecting the areas referenced in the Economic Development section above.

REDUCED LEASE RATES SMALL CELLS & CONDUIT City will provide Verizon with the opportunity to use City conduit where available and feasible on a 20-year lease as an in-kind exchange for staging fiber assets. Verizon and the City will need to conduct physical site surveys to determine how to proceed with fiber based on the City's conduit capacity and desired conduit and fiber locations.

City will waive attach rates for the 101 small cells on City owned assets for a 10-year term.

It is the intention of Sacramento and Verizon to showcase the innovative capabilities of Sacramento by having the City be one of the first cities to deploy 5G. As such, the City agrees to provide Verizon with an annual attach rate for all 5G small cells on a cost-based attachment rate based on the California Public Utilities Commission (CPUC) formula. Verizon will commence deployment of 5G small cells within eighteen (18) months of commercial general availability. Verizon will also pay an administrative charge of \$200 per 5G small cell.

STREAMLINED PERMITTING The City will ensure streamlined permit approvals on single asset designs for City-owned assets (e.g., street lights). The City also agrees to provide Verizon with streamlined deployment for Wireline infrastructure.



STRATEGIC JOINT DEVELOPMENT AGREEMENT

THIS STRATEGIC JOINT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the date of the final execution below (the "Effective Date") by and between:

The City of Sacramento, a charter municipal corporation ("Sacramento" or the "City"); and

Verizon Business Network Services Inc., and its Affiliates (defined as an entity controlling, majority-owned, or controlled or under common voting control by one of the parties, or a contractual or joint venture partner, possessing, whether by contract or otherwise, rights with respect to the respective rights or obligations) (collectively, "Verizon"), a Delaware corporation with its principal offices at One Verizon Way, Basking Ridge, New Jersey, 07920.

BACKGROUND

A. Verizon and Sacramento have identified several key areas of focus for the Sacramento community, and believe that through the joint development framework presented in this Agreement, their collective assets and expertise can meaningfully impact those key areas for the Sacramento community.

B. Key areas of focus for the Sacramento community are: building a digitally connected community; supporting youth programs; driving economic development; reducing pedestrian traffic injuries; improving public safety; and enhancing the availability of an advanced high-speed, high-capacity telecommunications network to the citizens and guests of Sacramento.

C. Sacramento desires to explore and develop opportunities to address significant municipal concerns such as public safety; transportation and parking efficiency; and "Wi-Fi" internet access (commonly referred to as "Smart City Solutions").

D. The undertaking of Smart City Solutions, combined with an integrated set of infrastructure improvements (such as fiber and advanced wireless – including, without limitation, small cell – infrastructure deployment on an accelerated, city-wide basis), coupled with hardware and solutions throughout designated areas of Sacramento better positions Sacramento to achieve its economic development goals and objectives, and provide a range of public safety and other quality-of-life solutions and benefits to the citizens of Sacramento.

E. Verizon is a leader in the design, implementation, and operation of information and communications technology ("ICT") networks, such as its nationwide fiber network and wireless networks, and the provision of related equipment and services. Verizon is also a leader in designing and implementing Smart City Solutions based on its advanced suite of solutions, equipment, and services offered through its Smart Communities and Venues platform.

F. Sacramento and Verizon share a mutual interest in the accelerated deployment of an enhanced fiber and an advanced wireless network – including, without limitation, small cells – together with Smart City Solutions demonstrations, in order to provide residents, visitors and businesses located in Sacramento with the benefits of an integrated network of infrastructure, equipment and services. This demonstration partnership will provide state-of-the-art City management tools that will enable better public safety and quality-of-life outcomes for citizens, and will position Sacramento for future technology advancements such as "5G," the next generation of high-speed wireless service. The state-of-the-art networks and technology will provide Sacramento with a competitive advantage in the area of economic development and allow for the implementation of neighborhood-focused innovation initiatives in the areas of arts, food, and technology.

G. Sacramento has recently adopted a Demonstration Partnerships Policy (“DPP”), which provides for the City to enter into demonstration partnership agreements to test, evaluate, and demonstrate innovative solutions. The DPP serves as a tool for the City to improve service delivery and catalyze a vibrant entrepreneurial sphere for broad social, economic, and environmental benefits, seeking to attract and streamline new types of partnerships that meet adopted City goals. Given their mutual interest and the alignment with the DPP objectives, Verizon and Sacramento desire to form a new, mutually beneficial strategic relationship in the form of a joint development Collaboration (the "Collaboration") under the terms of this non-exclusive Agreement, to facilitate the planning, implementation, and management of the Collaboration, including the planned deployment of fiber in areas of the City not presently served by Verizon with wireline services and the related small cell wireless network, together with the implementation of enhanced "Wi-Fi" services, the introduction of kiosks, and the implementation of Verizon's Smart Communities and Venues (“SCV”) hardware and services in designated areas of Sacramento, all as contemplated in the Specific Agreements (as defined below).

H. Verizon and Sacramento share an interest in a partnership that will provide direct and substantial benefit to Verizon, as well as to the City, residents, and the community. Measurable outcomes that deliver economic, social, and environmental benefit will be established to provide ongoing monitoring and evaluation to track progress, allow for exploration of new ideas, and inform the City’s efforts to bring this initiative to scale.

I. Under this Agreement, the parties intend to set forth the guiding principles and otherwise set forth the terms and conditions relating to the undertaking of the activities specified in the Specific Agreements.

NOW THEREFORE, BE IT RESOLVED BY THE PARTIES THAT, to give effect to the Collaboration, Verizon and Sacramento agree as follows:

1. RELATIONSHIP OBJECTIVES

1.1 Primary Agreement Purpose. Through this agreement, the parties have the opportunity to realize mutually beneficial outcomes that neither party could implement independently, including but not limited to:

- The expansion of small cells to improve cellular service in Sacramento, using public assets and Verizon technologies;
- The cost-effective expansion of fiber and next-generation high-speed, wireless internet service, with Verizon investment and City conduit, expanding free wi-fi service to the community;
- Demonstration, testing, implementation, and joint evaluation of new Smart City Solutions technologies to augment City services, including intelligent transportation systems, Vision Zero technologies, and digital kiosks; and
- Partnership and collaboration for expedited permitting and regulatory processing.

1.2 Key Areas of Focus. This Agreement creates a measurable framework of cooperation to achieve mutually beneficial goals to enhance the lives of citizens, residents, and guests in Sacramento, by improving these key areas of focus as described in the Initiative(s) attached hereto:

- Bridging the digital divide
- Creating citizen engagement
- Supporting youth programs and expanding technical literacy
- Fostering civic innovation
- Equipping local entrepreneurship
- Driving economic development
- Expanding active transportation and alternative modes of travel
- Reducing traffic accidents and fatalities
- Improving public safety
- Investing in connectivity infrastructure (fiber, small cell, and 5G)
- Environmental sustainability

1.3 Agreement Structure. This Agreement is an umbrella agreement under which the parties will undertake the activities identified in Specific Agreements as defined and identified in Section 2.3. Applicable terms of this Agreement are incorporated by reference into each Specific Agreement without the need for a recital to this effect in a Specific Agreement, provided that such incorporation is valid and in accordance with the applicable provisions of the Specific Agreement.

1.4 Non-Exclusive Arrangement. This Agreement is non-exclusive, and each party remains free, subject to the terms of this Agreement, to elect or decline to work with, or enter any agreements with, any other person.

2. SCOPE OF COLLABORATION

- 2.1 Implementation of the Collaboration. As of the Effective Date, the scope of the Collaboration includes the non-exclusive list of joint activities set forth in Initiative #1.
- 2.2 Initiatives. The parties, either directly or through one or more Affiliates or subsidiaries, contractors, or other third parties, may engage in one or more Initiatives to accomplish the strategic objectives of the City, as may be added to this Agreement by mutual agreement of the parties. Each Initiative will include a description of the programs or projects that satisfy the strategic objectives of the Initiative. Subject to the detailed information in each Initiative, each party's commitments may depend on the milestones and timelines in the applicable Initiative, availability of resources, pricing and other concessions, internal or regulatory approvals, and negotiation and execution of Specific Agreements contained within an Initiative in accordance with the basic principles contained in this Agreement, its Initiatives, and its Exhibits. In its sole discretion, Verizon may fulfill its obligations under this Agreement, and receive the benefits provided by the City, in whole or in part, through various Affiliates.
- 2.3 Specific Agreements. The activities and Collaboration described above and in the Initiatives will be memorialized further in specific agreements ("Specific Agreements") attached as Specific Agreements to applicable Initiatives, according to the process set forth in Section 3 of this Agreement. The parties (whether directly or through one or more Affiliates) intend to execute the Specific Agreements relating to Initiative #1 – Specific Agreement A (Master Smart Communities Agreement), Specific Agreement B (Wireless and Wireline Deployment), and Specific Agreement C (Master Telecommunications Siting Agreement) — each of which is attached to this Agreement, on or as soon as practicable after the Effective Date of this Agreement as time is of the essence and the implementation of each Initiative is vital to the implementation of each other Initiative. The parties have the option to delay performance under, or the effectiveness of, one or all of those Specific Agreements until such time as all the Specific Agreements named in this section are executed and delivered by both parties. Failure to execute and deliver all of those Specific Agreements within ninety (90) days of the Effective Date of this Agreement shall cause this Agreement, and any Specific Agreements, to automatically terminate unless waived in writing by the parties.
- 2.4 Verizon Project Management Services. In addition to any Specific Agreements entered into in the future under this Agreement, and in order to assure Sacramento that the Collaboration will generally conform to the overall framework and vision developed by Verizon with Sacramento, Verizon will provide project management services to deploy the items detailed in Initiative #1.

2.5 Right to Independently Develop. Subject to each party's obligations of confidentiality and rights to intellectual property as described in this Agreement, in no event shall either party be precluded from developing or providing for itself, or for others, materials that are competitive with the products and services of the other party, irrespective of their similarity to any products or services offered by the other party in connection with the Collaboration. Each party shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business that are used or developed in the course of undertaking this Agreement by such party, and each party shall remain free to provide products and services to any client or prospective client so long as the terms of this Agreement are not violated. In addition, subject to each party's rights to intellectual property as described in this Agreement, the parties agree that as a result of exposure to Confidential Information of the disclosing party, employees of the receiving party may gain or enhance general knowledge, skills, and experience (including ideas, concepts, know-how, and techniques) related to receiving party's business ("General Knowledge"). Subject to the confidentiality obligations herein, the subsequent use by these employees of the receiving party of such General Knowledge as retained in their unaided memories, without reference to Confidential Information in written, electronic, or other fixed form, shall not constitute a breach of this Agreement. Neither party shall have any obligation to limit or restrict the assignment of persons or to pay royalties for any work resulting from the use of such General Knowledge.

2.6 Order of Precedence. The order of precedence between and among this Agreement, Initiatives, and Specific Agreements, with respect to the same subject matter therein, shall be as follows, but provided that the superseding term shall apply only to the conflicting terms:

- a. Specific Agreement;
- b. Initiative or Exhibit of this Agreement; and
- c. The general terms and conditions of this Agreement.

3. COLLABORATION GOVERNANCE

3.1 Initiative. The objectives, investment commitments, concessions, and other commitments, as well as the implementation time lines and associated milestones documented in each Initiative attached to this Agreement, define the activities the parties plan to undertake for implementing and managing the deliverables within an Initiative. Neither party shall have any liability under this Agreement in the event that particular goals or estimates in the Initiative are not achieved; however, failure to achieve particular goals or objectives documented in a Specific Agreement may give rise to liability under such Specific Agreement, and the foregoing clause will in no way relieve a party of liability under such Specific Agreement.

- 3.2 Executive Sponsorship. Within the earlier to occur of execution and delivery of one or more of the Specific Agreement(s) or fifteen (15) days following the Effective Date, each party will appoint a senior member of its management as executive sponsors for the Initiative ("Executive Sponsor"). Executive Sponsors are responsible for monitoring the relationship, conducting periodic briefings for each other and their management teams, and providing a defined means of communication with other executives. Executive Sponsors are responsible for responding to breach notices and are responsible for communication during any such notice and cure period. The Executive Sponsors are identified on Exhibit A. Each party may replace its Executive Sponsor with another executive on reasonable notice to the other party.
- 3.3 Relationship Managers. Within the earlier to occur of execution and delivery of one or more of the Specific Agreement(s) or fifteen (15) days following the Effective Date, each party will appoint a person to manage the parties' relationship ("Relationship Manager"). Relationship Managers are responsible for managing day-to-day strategy, operations, execution, and the overall relationship of the parties. Relationship Managers will act as a single point of contact for the purpose of administering an Initiative. The Relationship Managers are identified on Exhibit B, and will be responsible for apprising their respective Executive Sponsors. Among their responsibilities, Relationship Managers will work together to:
- 3.3.1 Draft, revise and implement the Initiative, monitor performance against the Initiative Plan, and provide regular information and updates to interested parties and stakeholders;
 - 3.3.2 Manage and monitor performance of each Initiative, and manage implementation of Specific Agreements;
 - 3.3.3 Manage the allocation of any funds identified for any Initiatives (e.g. permit fees and costs of expedited review and approvals) toward costs allocated and agreed jointly by the parties for that Initiative;
 - 3.3.4 Facilitate increased knowledge of each other's organization, and coordinate training activities to advance the better understanding of the opportunities and improve the effectiveness of the Initiatives;
 - 3.3.5 Lead and facilitate expectation setting and conflict resolution; and
 - 3.3.6 Maintain regular communication with the designated Project Coordinators/Managers of each party who are responsible for the Initiatives as described in Specific Agreements. The Project Coordinators/Managers are identified in Exhibit C.

4. NO REIMBURSEMENT OF EXPENSES

Each party will remain solely and independently responsible for its own expenses under or arising from this Agreement, subject only to the express provisions of this Agreement or any Specific Agreement.

5. CONFIDENTIALITY; PUBLIC RECORDS ACT

5.1 Definition of Confidential Information. The term “Confidential Information” means Verizon Materials, Verizon trade secrets, and other Verizon proprietary or business information provided to the City that is clearly labeled, marked or otherwise identified as “confidential” or “proprietary information,” or would otherwise normally be considered Confidential Information in the ordinary course and scope of business.

5.2 Exceptions. Notwithstanding the foregoing, “Confidential Information” shall exclude (and the City shall not be under any obligation to maintain in confidence) any information (or any portion thereof) disclosed to the City by Verizon to the extent that such information:

5.2.1 Is in the public domain at the time of disclosure; or

5.2.2 At the time of or following disclosure, becomes generally known or available through no act or omission on the part of Verizon; or

5.2.3 Is known, or becomes known, to the City from a source other than Verizon or its representatives, provided that disclosure by such source is not in breach of a confidentiality agreement with Verizon; or

5.2.4 Is independently developed by the City without violating any of its obligations under this Agreement or any other agreement between the parties; or

5.2.5 May be legally required to be disclosed under state or local law, including the California Public Records Act (Cal. Gov. Code section 6250 *et seq.*) or by judicial or other governmental action; or

5.2.6 Is permitted to be disclosed by a formal written agreement executed by and between the parties.

5.3 Duty to Keep Confidential. The City agrees to maintain as confidential, to the extent permitted or required by applicable law, including the California Public Records Act (Cal. Gov. Code section 6250 *et seq.*), all Confidential Information furnished or otherwise made available to the City by Verizon.

- 5.4 Requests for Disclosure Pursuant to the California Public Records Act.
- 5.4.1 Verizon acknowledges that the City is a public agency subject to the requirements of the California Constitution, Article 1, Section 3 and the California Public Records Act (Cal. Gov. Code section 6250 *et seq.*). Verizon acknowledges that it may submit to or otherwise provide the City with access to materials that Verizon considers Confidential Information, which may or may not be exempt from public disclosure under applicable California law.
- 5.4.2 Where any third party (the “Requestor”) not otherwise authorized to access Confidential Information under this Agreement makes a demand or request to the City for access to Confidential Information (the “Request”), including, without limitation, the terms and conditions being negotiated, or the production, inspection or copying of other information designated by Verizon as Confidential Information, City will promptly notify Verizon of the Request before responding to the Requestor; however, Verizon shall be solely responsible for taking whatever legal steps Verizon deems necessary to protect information determined by Verizon to be Confidential Information and to prevent release of information to the Requestor (including the release of such information by the City). Verizon is responsible for all costs associated with pursuit of such legal steps, including the pursuit of any legal remedies.
- 5.4.3 Verizon understands and acknowledges that the California Public Records Act compels the City to respond to Requests within ten (10) calendar days of receipt of a Request (the “City Deadline”). Where the City has met its obligation to timely notify Verizon as set forth in section 5.4.2 and Verizon fails to notify the City that it will seek a protective order or other legal remedy to bar the disclosure of information Verizon considers Confidential Information prior to the City Deadline, the City may, without liability hereunder, disclose the Confidential Information that is necessary to be disclosed in response to the Request.
- 5.4.4 Without limiting the more general indemnity terms of this Agreement, Verizon will indemnify, defend, and hold harmless the City from any claim, costs, or liability arising from such Requests, including City’s refusal to disclose information Verizon considers to be Confidential Information in response to any Verizon demand that such information not be disclosed.
- 5.5 Execution, Return, Disposal. Upon termination or expiration of this Agreement, City shall, at Verizon’s direction, make reasonable efforts to either return or destroy all Confidential Information; provided, however, any Confidential Information found in electronic format as part of City’s off-site or on-site data

storage/archival process system, will be held by City and kept subject to the terms of this provision or destroyed pursuant to the City's document retention schedule. The obligations of this provision will survive termination or expiration of this Agreement.

6. TRADEMARKS

6.1 Verizon Trademarks.

6.1.1 Verizon grants to Sacramento the right to use the Verizon standard character marks and any stylized marks set forth in Exhibit D (collectively "Verizon Marks") for the sole purpose of announcing the existence and content of this Agreement to third parties, provided that the conditions for such announcements, as set forth in Section 14.2 of this Agreement, have been accomplished. Sacramento's use of Verizon Marks shall be in accordance with Verizon's style guide or other written policies attached hereto as Exhibit D; provided, however, that Verizon may update its policies from time-to-time, and Sacramento shall comply with all such updated policies that are provided to the City by Verizon. For avoidance of doubt, the inclusion of other marks in the style guide or other written policies of Verizon shall not grant Sacramento the right to use any such other marks apart from the specific rights granted in respect of the Verizon Marks as expressly set forth in this Section or in any Specific Agreement. Sacramento agrees not to affix or otherwise reference any Verizon Marks to or with (as applicable) products and services other than Verizon products or services as contemplated in this Agreement and any related Specific Agreement.

6.1.2 The goodwill arising from any permitted use of the Verizon Marks by Sacramento shall inure to the benefit of Verizon. Sacramento shall have no claim or right in the Verizon Marks, including but not limited to trademarks, service marks, or trade names owned, used, or claimed now or which Verizon has authority to grant Sacramento the right to use in the future.

6.1.3 Except as permitted in 6.1.1, prior to the use of any on-line or hard copy material containing the Verizon Marks, Sacramento shall submit to Verizon a draft or prototype of such proposed material for Verizon's approval or disapproval. No such material shall be used by Sacramento prior to Verizon's written approval.

6.2 Sacramento Trademarks.

6.2.1 To the extent applicable, Sacramento grants to Verizon the right to use the name, logo, trademarks, and other marks of Sacramento, excepting the City's seal (collectively "Sacramento Marks") for the sole purpose of

announcing the existence and content of this Agreement to third parties, provided that the conditions for such announcements, as set forth in Section 14.2 of this Agreement, have been accomplished. Any other use by Verizon of Sacramento Marks shall require previous written consent of Sacramento.

6.2.2 The goodwill arising from any permitted use of the Sacramento Marks by Verizon shall inure to the benefit of Sacramento. Verizon shall have no claim or right in Sacramento Marks, including but not limited to trademarks, service marks, or trade names owned, used or claimed now or which Sacramento has authority to grant Verizon the right to use in the future.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Definition of Intellectual Property Rights. "Intellectual Property Rights" means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

7.2 No Conveyance of Intellectual Property Rights. Except for the limited trademark license set forth above, the parties *do not* intend to convey under this Agreement any Intellectual Property Rights in, or associated with, any of their respective products, services, or any work product. Except as specifically described in this Agreement, any licensing, sale, grant, or conveyance of any Intellectual Property Rights, will be described in a Specific Agreement or in a separate agreement. Furthermore, any joint development of any new intellectual property will be subject to negotiation and execution of a Specific Agreement or a separate development agreement. Accordingly, the parties agree that all right, title and interest to any and all Intellectual Property Rights in Verizon's products and services, and any related third-party products and services, arising prior to, during or after the term of this Agreement, including any and all modifications, enhancements, improvements, and derivative works thereof, are and will be at all times the exclusive property of Verizon and its third-party vendors, respectively.

7.3 Verizon's Products. Verizon's products are proprietary and confidential trade secrets of Verizon, which Sacramento will protect in accordance with Section 5. All aspects of Verizon's products and products deployed by Verizon in providing

services under this Agreement or any Specific Agreement, including without limitation, programs, methods of processing, program design and structure, the interaction and unique programming techniques they employ and their screen formats, and will (i) remain Verizon's exclusive property, (ii) not be used except as permitted by this Agreement or a Specific Agreement, and (iii) not be disclosed or otherwise communicated by Sacramento, directly or indirectly, to anyone except as permitted by this Agreement or a Specific Agreement. The safeguards established in this Section 7 will not be deemed to prohibit sales and marketing communications, demonstrations of Verizon's products, or use of the object code form of Verizon products in their intended operational environment, where the operation of the same may be observed by persons other than Sacramento personnel.

7.4 License Agreements. The parties may grant to each other a non-exclusive, paid up, royalty-free license to use, copy, modify and make derivative works of certain reports, technologies and products. Unless otherwise expressly agreed in writing by the parties, all licenses granted are restricted to a party's internal use in evaluating the technologies and products, and will be subject to the terms of the license governing term and termination.

8. TERM AND TERMINATION

8.1 Term. The Agreement commences on the Effective Date and will continue as long as a Specific Agreement is in effect.

8.2 Termination.

8.2.1 The following are causes for the early termination of the Agreement:

- a. Mutual agreement of the parties.
- b. Failure to fulfill, or material breach of, any of its clauses after a reasonable period in which to cure such failure or breach.
- c. Violation of a party's confidentiality, trademarks, or Intellectual Property Rights.
- d. Legal impossibility to continue the scope of the Agreement.
- e. Material impossibility to continue the scope of the Agreement.

8.2.2 The parties agree to escalate any matters that may result in termination of the Agreement to the Executive Sponsors for resolution prior to exercising their termination rights above, provided that the Executive Sponsors must resolve such dispute within one (1) month under (b) or (e) and seven (7) calendar days for escalations under (c) or (d). Notice must be provided in accordance with the terms of Section 14.7 of this Agreement.

8.2.3 Notwithstanding the foregoing, each Specific Agreement is subject to its own terms governing term, wind-down, notice provisions, and termination.

9. DISPUTE RESOLUTION

9.1 Resolution Process. If a dispute arises between Verizon and Sacramento pertaining to the subject matter of the Collaboration (a "Dispute"), prior to the initiation of any formal legal action, the following dispute resolution process shall apply. The parties' respective Relationship Managers will initiate and execute the entire escalation and resolution process and use discretion to resolve the Dispute through conference calls or face-to-face meetings. Except as provided in Section 9.2, the entire escalation and resolution process described below will be completed in fewer than ninety (90) calendar days. The parties may agree in writing to an extension of this time period.

9.1.1 Except as provided in Section 9.1.2, any Dispute will be submitted in writing for discussion and resolution to the parties' respective Relationship Managers. Each Relationship Manager will include any other relevant senior managers from their party, such as any affected sales and business unit managers. The Relationship Managers will have thirty (30) days after referral of the Dispute to resolve it to the parties' mutual satisfaction. If the Relationship Managers are unable to resolve the Dispute within the time provided, they will refer the matter to the Executive Sponsors. The Executive Sponsors will have an additional thirty (30) days after referral of the Dispute to resolve it to the parties' mutual satisfaction.

9.1.2 For Disputes related to performance of any terms related to permitting requirements hereunder, the Relationship Managers will have five (5) days after referral of the Dispute to resolve it to the parties' mutual satisfaction. If the Relationship Managers are unable to resolve the Dispute within the time provided, they will refer the matter to the Executive Sponsors. The Executive Sponsors will have an additional five (5) days after referral of the permitting Dispute to resolve it to the parties' mutual satisfaction.

9.1.3 If the parties are unable to resolve the Dispute after exhaustion of the process specified in Section 9.1.1 and 9.1.2, then the parties shall be free to pursue any remedies available to them at law or equity in accordance with Section 14.11.

9.2 Exception. For Disputes relating to an alleged or actual breach of the confidentiality obligations or any intellectual property ownership or licensing issues, the parties may submit the matter for discussion and resolution to the general counsel, city attorney or other head of the legal service of each party. These individuals shall use their good faith efforts to resolve the Dispute within ten (10) days, or such longer time as the parties may agree. Notwithstanding the foregoing, each party, without waiving any remedy under this Agreement, may

seek an injunction or other equitable relief in the court of its choosing, subject to the venue provisions set forth herein, to protect its Confidential Information and Intellectual Property Rights.

10. WARRANTIES

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY OF THE SPECIFIC AGREEMENTS, THE PARTIES MAKE NO WARRANTIES – EXPRESS, IMPLIED, OR STATUTORY – TO THE EXTENT PERMITTED BY LAW; AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, TITLE, AND IMPLIED WARRANTIES ARISING FROM CUSTOM OR USAGE OF THE TRADE.

11. INDEMNIFICATION

11.1 Indemnification Obligation. Verizon and Sacramento shall indemnify, defend, and hold harmless the other party, its current and former Affiliates, its and their respective current and former officers, directors, employees, principals (partners, shareholders or holders of an ownership interest, as the case may be), agents, and the successors and assigns, from and against any and all liabilities, third party claims, demands, losses, damages, and expenses (including attorney's fees and costs as incurred) associated with or incurred as a result of any claim, action, or proceeding brought by a third party arising out of or relating to (i) such party's negligence, recklessness, or willful acts or omissions in performing its obligations under this Agreement that result in personal injury (including death) or damage to tangible property; and (ii) such party's infringement or misappropriation of intellectual property rights directly attributable to its activities under this Agreement.

11.2 Notice Obligations. Sacramento and Verizon will (i) promptly notify each other of the claim and furnish it with a copy of each communication relating to the claim; (ii) give each other sole authority, at its cost and expense, to defend or settle the claim and to conduct any negotiations related to it; and (iii) give each other such assistance and information as may be reasonably necessary to defend or settle the claim. The parties may select competent counsel of its own choice to defend any claim, provided that such counsel does not have a conflict of interest (as defined by applicable court or bar association rules) that the other party does not waive.

12. CITY IMMUNITIES

In no event shall the language in this Agreement constitute or be construed as a waiver or limitation of Sacramento's rights or defenses with regard to sovereign immunity,

governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

13. CONSEQUENTIAL DAMAGES WAIVER

EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY, THE TERMS OF A LICENSE GRANT, OR A VIOLATION OF A PARTY'S TRADEMARK OR INTELLECTUAL PROPERTY RIGHTS, NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

14. GENERAL PROVISIONS

14.1 Entire Agreement and Modifications. No change, amendment to, or modification of this Agreement shall be valid unless set forth in a written instrument signed by both parties.

14.2 Publicity. Marketing, advertising, promotional materials (e.g., marketing collateral), press releases or other public announcements regarding this Agreement, the activities hereunder, or any Specific Agreement, shall be made only after receiving the prior written consent of the other party, except as required by law, in which case the other party shall be consulted to the extent reasonably practicable as to the content and timing of such release, announcement or statement. Notwithstanding the foregoing, each party may generally describe the collaborative nature of the relationship with the other party in presentations, and proposals.

14.3 Privacy and Data Rights. The parties commit to comply with all applicable privacy and data protection laws, rules and regulations relating to the personal information of employees, affiliates, and independent contractors of Sacramento and Verizon. To the extent the parties can grant such permission, each party grants the other as well as Affiliates, subsidiaries, business partners, assignees and contractors, acting on behalf of a party, permission to store, use and process each other's business contact information and other Business Personal Data. For purposes of this Agreement, "Business Personal Data" means any information relating to an identified or identifiable individual associated or affiliated with the entities entering into this Agreement. "Process" or "Processing" means any operation or set of operations performed upon the Business Personal Data, whether or not by automatic means, including collection, recording, organization,

use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

- 14.4 Attorneys' Fees. Other than as provided in Sections 5.4.4 and 11 herein (Public Records Act Requests and Indemnification) and in the Specific Agreement A Sections 6.2 and 7.2 (Indemnification) and Specific Agreement C Sections 12 and 15 (Indemnification), in any suit or proceeding relating to this Agreement each party shall be responsible for its own costs and fees incurred in connection with the suit or proceeding.
- 14.5 Independent Contractors. Each party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the parties or as imposing any partnership or agency obligations or liability upon either party. Further, neither party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation, or liability in the name of or otherwise on behalf of the other party.
- 14.6 Waiver. The failure of either party to insist upon or enforce performance by the other party of any provision of this Agreement, or to exercise any right or remedy under this Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right or remedy will be and remain in full force and effect.
- 14.7 Notices. Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing, directed to the addresses of the parties below, and shall be deemed to have been delivered and given for all purposes: (i) on the next business day if delivered by electronic mail, and with return receipt requested; or (ii) on the delivery date if delivered personally to the party to whom the same is directed; or (iii) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (iv) five (5) business days after the mailing date whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available to the contact at the address of the party to whom the same is directed. Either party may from time to time change its address for purposes of this paragraph by giving the other party notice of the change in accordance with this paragraph.

In the case of Verizon:

Verizon
One Verizon Way, Basking Ridge,
New Jersey, 07920.
Attn: Lani Ingram

In the case of Sacramento:

Maria MacGunigal
Chief Information Officer
915 I Street, 3rd Fl., Sacramento, CA 95818

With a copy to: General Counsel
One Verizon Way
Basking Ridge, NJ 07920
Attn: Craig Silliman

With a copy to: Office of the City Attorney
915 I Street, 4th Floor
Sacramento, CA 95814-2608
Attn: Jerry Hicks

- 14.8 Force Majeure. Neither party shall be deemed in breach of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; levee breaches; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of terrorism; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control. A delay beyond a party's control automatically extends the time, in an amount equal to the period of the delay, for that party to perform the obligation under this Agreement. The parties shall prepare and sign an appropriate document acknowledging any extension of time under this section.
- 14.9 Compliance with Laws. Each party hereby represents and covenants that the exercise of its rights and performance of the obligations pursuant to the terms hereof, are consistent with, and do not violate, any applicable laws, rules, or regulations to which such party is subject.
- 14.10 No Disqualification. Nothing contained herein shall preclude Verizon or its Affiliates from pursuing or bidding on any future City procurement opportunity or opportunities, and nothing in this Agreement is intended to limit future Verizon - City bids or business opportunities in any way.
- 14.11 Governing Law and Venue. This Agreement and any action related thereto shall be governed, controlled, interpreted, and defined by and under the laws of the State of California and the United States, without regard to the conflicts of laws provisions thereof. Venue for any action under this Agreement or any Specific Agreement shall be the state and federal courts located in Sacramento, California.
- 14.12 Remedies. In addition to any specific remedies listed in this Agreement, the parties shall have the right to bring any remedy in law or equity to enforce the provision of this Agreement.
- 14.13 Assignment. The rights and obligations assumed by each of the parties under this Agreement shall not be assigned or otherwise transferred, in whole or in part, without the written prior consent of the other party, provided however that either party may assign this Agreement: (i) to any successor by way of any merger, consolidation, or other corporate reorganization of such party or sale of all or substantially all of the assets of such party, provided that such subsidiary or parent or successor assumes or is otherwise fully bound by all of the obligations of the assigning party under this Agreement; (ii) or in whole or in part to an Affiliate. In cases where writing prior consent is not required, the assigning party shall provide

the other party with notice of such assignment within thirty (30) days, such notice to contain the new entity and contact information.

- 14.14 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement, which shall continue in full force and effect.
- 14.15 Survival. Sections 5 (Confidentiality), 7 (Intellectual Property Rights), 9 (Dispute Resolution), 10 (Warranties), 11 (Indemnification), 12 (City Immunities), 13 (Consequential Damages Waiver), and 14 (General Provisions) shall survive expiration or termination of this Agreement for any purpose.
- 14.16 Counterparts. The parties may sign this Agreement, and any Initiatives and Specific Agreements, in counterparts, each of which will be considered an original, but all of which will constitute the same agreement. Facsimile and portable document format (PDF) signatures shall be binding as if original.
- 14.17 No Third-Party Beneficiaries. This Agreement and the Specific Agreements created pursuant to this Agreement are solely for the benefit of the City and Verizon, including Verizon Affiliates. They are not intended to benefit any third parties.
- 14.18 Compliance with Laws. In performance of their respective obligations under this Agreement, each party will comply with applicable law, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction.
- 14.19 Captions. The captions preceding the sections of this Agreement are intended only for convenience of reference and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.
- 14.20 Construction of Document. The parties acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by both Parties.
- 14.21 Final Agreement. This Agreement, together with all Exhibits hereto and other terms and policies of Verizon referenced herein, and any Specific Agreements that have been executed and delivered by the parties, sets forth the entire agreement between the parties relating to the Collaboration, and supersedes any and all prior or contemporaneous agreements and representations written or oral, of the parties with respect to the subject matter set forth herein. Any addition,

variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

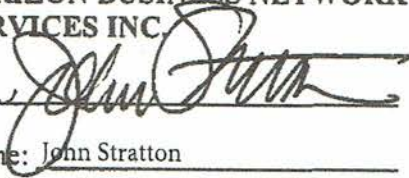
15. CONDITION PRECEDENT

The effectiveness of this Agreement, and all Specific Agreements, is contingent upon the parties' execution of the Wireline Deployment Agreement identified in Specific Agreement B (Wireless and Wireline Deployment). If the Wireline Deployment Agreement is not executed within five (5) days of the Effective Date, this Agreement, and each Specific Agreement hereunder, may be terminated by either party and be of no effect. The right to terminate under this section expires if the parties enter into the Wireline Deployment Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VERIZON BUSINESS NETWORK SERVICES INC

By: 
Name: John Stratton

Title: EVP, President Customer & Product Operations

Date: 5/31/17

THE CITY OF SACRAMENTO

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: EXECUTIVE SPONSORS

For Verizon:

Business Management:

Head of Business Development - Lauren Love-Wright

Head of Smart Communities - Lani Ingram

Legal Management:

Legal for Fiber and Technology – Micki Chen and Joe Ruggiero

Legal for Smart Communities – Scott Shipman

For Sacramento:

Maria MacGunigal

EXHIBIT B: RELATIONSHIP MANAGER

For Verizon:

Steve Smiley

For Sacramento:

Darin Arcolino

EXHIBIT C: PROJECT MANAGER(S)/COORDINATOR(S)

For Verizon:

Kim English

For Sacramento:

EXHIBIT D: VERIZON MARKS AND STYLE GUIDE/TRADEMARK USAGE POLICY

[See Accompanying PDF]

INITIATIVE #1

As of June 6, 2017, (the “Effective Date”) the City and Verizon agree to the terms and conditions contained in this Initiative #1, as part of the Strategic Joint Development Agreement entered into on June 6, 2017.

1. Initiative.

The areas addressed through Initiative #1 are:

- Bridging the digital divide
- Driving economic development
- Creating citizen engagement
- Supporting youth programs
- Reducing traffic accidents and fatalities and improving traffic flow
- Improving public safety
- Investing in connectivity infrastructure (fiber, small cell, and 5G)

1.1 Bridging the digital divide. Verizon and Sacramento will collaborate to create solutions and business models to address the issue that many citizens do not have access to affordable broadband and thus are disadvantaged compared to those who do. Verizon will create a municipal Wi-Fi service in targeted areas of the City through a combination of digital kiosks and stand-alone Wi-Fi offerings.

1.2 Supporting youth programs. The City of Sacramento is committed to partnering with business organizations to create opportunities for the youth in the community as well as encouraging careers in science and technology. Verizon will work closely with the City to support the mayor’s internship initiative and provide workshops for elementary, middle, and high school students that encourage careers in Science Technology Engineering & Math (STEM) and provide education on wireless technologies.

1.3 Creating citizen engagement. To promote more connected, better-informed, and safer communities, Verizon will provide digital kiosk solutions that encourage people to interact with their community and each other; that enable the City to connect with its constituents; and that helps neighborhood businesses and economies thrive by fostering local innovation and opportunity.

1.4 Driving economic development and innovation. Verizon’s significant investment in connectivity infrastructure will allow enterprise and small and medium businesses (“SMB”) in Sacramento to have increased efficiencies and access to services previously difficult to obtain. Verizon will be providing a developer platform to the City, and will be working together with the City to engage with key partners such as local universities, the SMB community, and high-tech entrepreneur groups on strategic community development opportunities.

1.5 Reducing traffic accidents and fatalities and improve traffic flow. Sacramento, as with all cities with a thriving economy, has challenges with traffic congestion and accidents.

Verizon will help the City create solutions to assist with traffic flow, and will provide predictive analytics in intersections with a significant number of accidents to help the City with proactive solutions.

1.6 Improving public safety and security. Improving public safety and security is a key area of focus for the City of Sacramento. Verizon will enhance the City’s public safety systems with enhanced video analytics in several of the key intersections where the traffic solutions are also being deployed.

1.7 Investing in connectivity infrastructure. Verizon will deploy in the City state-of-the-art fiber and wireless networks that will enhance the City’s attractiveness to existing and new businesses, drive economic development, and spur innovation.

2. Specific Agreements. Specific Agreements attached are:

2.1 Master Smart Communities Agreement: Specific Agreement A;

2.2 Wireless and Wireline Deployment: Specific Agreement B; and

2.3 Master Telecommunications Siting Agreement: Specific Agreement C.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VERIZON BUSINESS NETWORK SERVICES INC.

By:  _____

Name: John Stratton _____

Title: EVP, President of Consumer & Product Operations _____

Date: 5/31/17 _____

THE CITY OF SACRAMENTO

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

Date: _____

SPECIFIC AGREEMENT A

MASTER SMART COMMUNITIES AGREEMENT

This Master Smart Communities Agreement (the “Agreement” or “MSCA”) is entered into as of the date of the final execution below (the “Effective Date”) by and between:

The City of Sacramento, a charter municipal corporation (“Sacramento” or the “City”) and Sensity Systems Inc., a wholly owned subsidiary of Verizon, and its Affiliates or subsidiaries (“Verizon”), a Delaware corporation with its principal offices at 1237 East Arques Ave., Sunnyvale, California, 94085.

BACKGROUND

A. Verizon and the City entered into a Strategic Joint Development Agreement by and between the parties on June 6, 2017 (“Strategic Joint Development Agreement”).

B. Verizon and its subsidiaries and affiliated companies including Sensity Systems Inc. provide smart community solutions encompassing hardware, software, cloud platform, and professional service combinations that enable communities to utilize municipal Wi-Fi, create citizen engagement via digital kiosks, provide energy efficiency and business processes, and enable the City to leverage applications designed by Verizon and third-party developers to optimize citywide services such as pedestrian traffic, Vision Zero pedestrian safety, parking, traffic, and safety and security (collectively “Solutions”).

C. Verizon and Sacramento will create solutions to support economic development and youth engagement through the creation of programs such as student internships, STEM outreach programs, and developer engagement initiatives.

D. The undertaking of Solutions, integrated with infrastructure (such as fiber and wireless/small cell infrastructure deployment on a citywide basis), coupled with hardware and solutions throughout designated areas of Sacramento, better position Sacramento to achieve its economic development goals and objectives, and provide a range of public safety and other quality-of-life solutions and benefits to the citizens of Sacramento.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Smart Community Solutions.

1.1 Community Outreach.

1.1.1 Internships. Verizon will sponsor a minimum of five (5) and up to a maximum of twenty (20) high school interns per year for the next five (5) years. The internships will be ten

(10) weeks during the summer and a minimum of six (6) hours per week during the school year. If the students successfully complete two (2) consecutive years in the Verizon internship program and enroll in a community college program they may be eligible to continue their internship with Verizon for up to two (2) more years. Interns that complete four (4) years of internship within this program may be eligible for a Sacramento based job with Verizon. The City of Sacramento or its delegate will source the interns with the right skill levels for each of the specific internship opportunities provided by Verizon. The City of Sacramento will partner with local community colleges to develop programs to support students in internships.

1.1.2 STEM. Verizon Wireless will host a STEM outreach program. Verizon will fund or conduct a minimum of one workshop per year for five (5) years to get elementary, middle, and high school students in priority neighborhoods, as defined by the City, not only excited about STEM careers, but to also encourage interest in the internship program and unique opportunities in wireless. This would include experiments to allow students a hands-on experience using wireless technology.

1.2 Wi-Fi Services. Within one year of the installation of fiber and permit approval for the installation of the Hardware Products for the Wi-Fi Solution, for each park, Verizon will manage and provide municipal Wi-Fi services including Wi-Fi service through a combination of digital kiosks as well as stand-alone Wi-Fi coverage deployed through Network Equipment. The stand-alone Wi-Fi coverage will include areas within twenty-seven (27) City parks. Coverage within a given park is dependent on the placement of access points, using existing power and lighting facilities. The City shall provide access to these facilities free of charge. (Installation of Hardware Products and Network Equipment may require a City permit.) In the event that conduit is required to provide connectivity, the provision of conduit shall be governed by Specific Agreement B and related Conduit Operational Agreements. The selection of the City parks, shall be upon mutual agreement by the parties, taking into consideration factors such as site conditions, timing of fiber deployment based on the City enabling accelerated permitting, and a close proximity to planned fiber build. Verizon will provide approximately 10Mbps throughput. This service will be provided free of charge for five (5) years from the date of deployment for each City park. In addition, the fifteen (15) digital kiosks (discussed in section 1.3 below), will provide Gigabit Wi-Fi coverage to residents and visitors within a close proximity of each kiosk. Verizon will provide Wi-Fi pursuant to Wi-Fi Terms of Service in Exhibit B and incorporated herein by this reference. Exhibit B shall include certain control mechanisms such as a free/paid tiered approach to help provide equitable access to residents and visitors, in addition to terms and conditions of use for users, and an acceptable use policy.

1.3 Digital Kiosks.

1.3.1 Within one year of the installation of fiber and permit approval for both the public advertising display from the digital kiosks, and the installation of the Hardware Products for this Digital Kiosk Solution, Verizon will deploy fifteen (15) digital kiosks that offer citizen engagement, public service announcements, educational messaging, Wi-Fi, and advertising. The digital kiosks will stay in service for a period of five (5) years. After two years of each digital kiosk deployment, the City has the option to continue with the original five (5) year term, or it can extend the term to a total of ten (10) years. The term for each digital kiosk becomes effective when each

digital kiosk is deployed and activated. Verizon will deploy the digital kiosks along K Street and in select parks and civic centers, as detailed in Exhibit G.

1.3.2 Verizon will share its expertise with the City of Sacramento on various legal complexities with the advertising component of the digital kiosk, such as ordinances, First Amendment concerns, etc. In addition, Verizon will develop an advertising policy, as detailed in Exhibit D, to assist the City with these concerns.

1.3.3 The digital kiosks will be provided at no capital or operating costs to the City. If the City opts under 1.3.1 to extend the term to ten (10) years, Verizon will share 20% of the advertising revenue with Sacramento from the time of the City's exercise of the option, and report to the City on overall statistics related to the quantity of advertisements and total revenue generation. Advertising revenue shall be net of ad network costs. Additionally, upon fourteen (14) days advanced written notice by City, and not more than once per calendar year, Verizon shall permit the City to review and examine, copy and audit during normal office hours, records, books, papers and documents relating to or evidencing Verizon revenue such as records, books, papers, and documents.

1.3.4 Verizon acknowledges that installation and operation of the digital kiosks may require amendments to the Sacramento City Code. City staff will work to identify possible code amendments, but Verizon acknowledges that the City is not bound by this Agreement to adopt any code amendments. However, the advertising revenue from the digital kiosks is a critical component of the business case and integral to the proposal by Verizon. Verizon will leverage the advertising revenue to pay for the digital kiosks as well as provide Wi-Fi services. The revenue generation in digital kiosks in high traffic areas will also be used to cover costs in areas where the Wi-Fi is required for community needs, including closing the digital divide, but may not have the same revenue generation capabilities. Therefore, should the City fail to adopt code amendments necessary to effectuate this Section 1.3 within one (1) year from the Effective Date, Verizon may in its sole discretion have no further duty to provide the Wi-Fi services under Section 1.2 of this Agreement. In such case, the failure to adopt code amendments, install digital kiosks, or cease to operate Wi-Fi services are not breaches of this Agreement, nor cause for termination of this Agreement, and the parties shall be bound to perform all other obligations.

1.3.5 Details of the digital kiosks are set forth in Exhibit C, Statement of Work #1.

1.4 Verizon Internet of Things Platform. Verizon will work with the City and other City partners to promote economic development and innovation on smart city technologies that leverage City open data, smart city sensor data, and the connectivity infrastructure. Verizon will provide the City of Sacramento with the Verizon Internet of Things development platform free of charge for two (2) years, beginning at the commissioning of the first Solution, and will work with the City to engage with key partners as determined by the City such as local universities, the SMB community, and high tech entrepreneur groups to develop applications and solutions on that platform to address many urban challenges, such as analytics related to data collected from the Intelligent Traffic solutions. Verizon will begin this effort with key City partners to encourage the development of citizen engagement applications on the digital kiosks. Verizon

will also lend its expertise on the use of the Verizon Internet of Things development platform to enable this development for the City.

1.5 Vision Zero Program. Within one (1) year of the installation of the fiber and permit approval for the installation of the Hardware Products for each Vision Zero intersection, Verizon will align with City's Vision Zero Program by implementing the Intelligent Traffic solution at fifteen (15) key city intersections (as further detailed in Exhibit G). Verizon will gather data analytics in these intersections and corridors and use that data to guide implementation of solutions that have a positive impact on motorist, cyclist, and pedestrian safety, in keeping with the Vision Zero Program. Verizon will share the data from this Solution with the City by providing the City with access to an online portal for the Vision Zero Program. Verizon will provide the City of Sacramento with the Vision Zero Program free of charge for two (2) years. The two (2) year duration begins from the date of deployment for each intersection respectively.

1.6 Intelligent Traffic. Within one (1) year of the installation of fiber and permit approval for the installation of the Hardware Products for each Intelligent Traffic Solution intersection, Verizon will develop and deploy Intelligent Traffic capabilities to address traffic congestion at twelve (12) intersections and will provide traffic flow solutions for approximately fifty (50) miles. Locations for these intersections and traffic congestion areas are further described in site maps in Exhibit G. Verizon will share the data from this Solution with the City by providing the City with access to an online portal for Intelligent Traffic. Verizon will work with the City to prioritize future intersections for deployment of Intelligent Traffic solutions as required. Verizon will provide the City of Sacramento with the Intelligent Traffic Solution free of charge for two (2) years. The two (2) year duration begins from the date of deployment for each intersection respectively.

1.7 Public Safety and Security. Within one (1) year of the installation of fiber and permit approval for the installation of the Hardware Products for each Public Safety and Security Solution intersection, Verizon will implement a video based public safety and security solution with analytic capabilities at ten (10) of the fifteen (15) key City intersections where Vision Zero is being implemented. Verizon and the City will work together to utilize this solution to enhance the City's public safety system to offer greater visibility to the authorities and citizens to promote a safer environment. Verizon will provide the City of Sacramento with the Public Safety and Security Solution free of charge for two (2) years. The two (2) year duration begins from the date of deployment for each intersection respectively. Locations for these intersections and traffic congestion areas are located in Exhibit G. Verizon will work with the City to prioritize future areas for deployment of the Verizon Public Safety and Security Solution as required.

2. Access, Availability, Applications, Help, and Training

2.1 Authorized Hardware; Hardware Products. Verizon will supply the necessary Authorized Hardware to provide the Solutions. City is solely responsible for acquiring at its own expense any and all additional Hardware Products from Verizon or a Verizon Partner, as well as acquiring any other equipment, facilities, and services necessary to access and use the Solutions beyond what is provided under this Agreement. City is solely responsible for maintaining all Hardware Products purchased by City.

2.2 Access Credential. Verizon will issue to City an Access Credential to access and use the Solutions. City is solely responsible for tracking the Access Credential to specific Authorized Users and for ensuring the security and confidentiality of all Access Credentials. City acknowledges that it is fully responsible for all liabilities incurred through the use of any Access Credential. City will immediately notify Verizon of any known unauthorized use of any Access Credential or any other breach of security known to it. Use of any Access Credential other than as provided in this Agreement will be considered a breach of this Agreement by City.

2.3 Applications and Platform. City may license additional Verizon Applications, collectively part of the Smart Community Solutions, made available through the software-as-a-service platform. Each Verizon Application and the corresponding application fees shall be indicated in a statement of work agreed upon in writing by the parties, a template of which is in Exhibit C, attached hereto and incorporated herein by this reference, and additional Applications may be added by City through additional statements of work.

2.4 Third Party Applications. City may license one or more Third-Party Applications, subject to Verizon's written consent. City will provide written notice to Verizon of each of the City's proposed Third-Party Applications. Such notice constitutes City's direction to Verizon to review and determine whether to provide such Third-Party Application provider access. City acknowledges that in the event that Verizon consents to grant access to such Third-Party Applications provider, City is responsible for the actions of each such Third-Party Application provider and shall prohibit the Third-Party Application provider from engaging in any Prohibited Activities. City acknowledges and agrees that Verizon may charge reasonable access fees to any such Third-Party Application providers in exchange for Verizon providing such providers with access.

2.5 City's Data Security and Acceptable Use. As a condition to City's use of the Solutions and any Third-Party Application, City will comply in all respects with the Privacy and Data Security Standards and the Acceptable Use Policy.

2.6 Solutions. Verizon will enable Authorized Users of City to (a) access and use the Solutions, subject and according to the terms of this Agreement, solely for the City's internal use in the regular course of its operations; and (b) use the Documentation as reasonably required in connection with such use.

2.7 Availability. Verizon will make commercially reasonable efforts to make the Solutions available in accordance with Verizon's Service Level Policy, attached hereto as Exhibit A.

2.8 Help Desk. During the Term, Verizon will provide telephone support and e-mail support to City and Authorized Users relating to the use and operation of the Solutions (other than problems with City hardware, Internet or online access, operating system software or any other software) Monday through Friday from 6:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays observed by Verizon. While Verizon will use commercially reasonable efforts to respond to City inquiries, Verizon assumes no responsibility to resolve any problem or defect in the Solutions, except as expressly provided in Exhibit C.

2.9 Training. Verizon will provide standard training to City employees and Authorized Users concerning the use and operation of the Solutions. Unless specified otherwise, all such

training will occur either remotely or at Verizon's facilities. Additional training may be provided as expressly agreed upon in Exhibit C.

2.10 Additional Solutions, Hardware. On or before the end of term for this Specific Agreement, City shall determine whether to purchase ongoing Solutions and additional Hardware Products and services related to the Solutions provided hereunder.

3. Restrictions, Modifications, and Suspension of Services

3.1 General Restrictions and Limitations. This Agreement sets forth the entirety of City's right to access and use the Solutions and to make the Solutions available to Authorized Users. City's right to use the Solutions does not include the right to, and City will not directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Solutions; (b) modify or create any derivative work based upon any Verizon Material; (c) resell the Solutions or Verizon Material to any third party; (d) use the Solutions to monitor, control, or otherwise interface with any unauthorized networking, sensor, video, audio, or other equipment attached to or integrated into the Authorized Hardware; (e) grant any sublicense or other rights to the Solutions or Verizon Material; (f) reverse engineer, disassemble, or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Verizon Technology; (g) remove, obscure or alter any Intellectual Property Rights notice related to the Verizon Materials or the Solutions; (h) engage in or permit any infringing or unlawful activities involving the Solutions, or Verizon Materials; or (i) engage in or permit any use, reproduction, distribution, disposition, possession, disclosure or other activity involving the Solutions or the Verizon Material that is not authorized under the Agreement or otherwise in writing by Verizon. City will ensure that all access to and use of the Solutions by City or Authorized Users, or otherwise through City's facilities, equipment, identifiers or passwords, will conform to this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any applicable law, the rights of any third party, or court orders. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that, subject to limited exceptions and exemptions, the public records of Sacramento remain subject to release to and/or review by the public under various provisions of law, including, without limitation, under Cal. Gov. Code section 6250, et seq.

3.2 Modifications. Verizon may alter or modify the Solutions from time to time in its sole reasonable discretion. Such alterations and modifications may include, without limitation, addition or withdrawal of features, data, information, products, services, software or change in instructions. Verizon shall provide City with sixty (60) calendar days' prior notice of any planned material changes to Solutions, and in the event that Verizon intends to materially reduce the extent of the features or functionality of Solutions, Verizon shall provide City with one hundred twenty (120) calendar days' prior notice. If City determines the modifications materially affect the City's use of a Solution, City may terminate use of that Solution.

3.3 Suspension of Services. In the event City materially breaches any of the terms of this Agreement beyond any applicable notice and cure period set forth below in Section 5, in addition to any other remedies available at law or in equity, Verizon will have the right, in its sole reasonable discretion, to immediately suspend the Solutions generating the breach. Upon suspension of services by Verizon, Authorized Hardware will switch to a default control

schedule as specified using the various Solution applications prior to suspension of any Solutions. Also, upon suspension the Authorized Hardware, sensors, and network will not be monitored and managed.

4. Intellectual Property Rights

4.1 Ownership. The Solutions, the Verizon Materials, and any corrections, modifications, customizations, revisions, improvements, upgrades, new releases or other change to the Solutions or the Verizon Material constitute or otherwise involve valuable Intellectual Property Rights of Verizon, or Verizon's service providers. City acknowledges that it obtains only the right to use the Solutions under this Agreement in accordance with Section 2. No title to or ownership of the Solutions, the Verizon Materials or any corrections, modifications, customizations, revisions, improvements, upgrades, new releases, or other change to the Solutions, the Verizon Material or any Intellectual Property Rights associated with the Solutions or Verizon Materials is transferred to City, any Authorized User or any third party under this Agreement. Except for the rights explicitly granted in Section 2, no additional rights are granted by Verizon, including by implication, estoppel, statute, or otherwise.

4.2 City Data. As between the parties, City shall own City Data and may use City Data for City's governmental purposes so long as such purpose or use is not prohibited by this Agreement. City grants to Verizon a non-exclusive, sub-licensable right to store, use, reproduce, make available, modify, display and store (digitally or otherwise) City Data, solely for its internal business purposes, and to fulfill its obligations under this Agreement. Subject to Section 4.3 below, the City may only use City Data for its non-commercial governmental purposes. Neither Party shall engage in any Prohibited Activities. City agrees that upon expiration or termination of this Agreement, that Verizon may store City Data collected pursuant to the provision of the Services under this Agreement, so long as such data has been de-identified with respect to the City and is therefore no longer considered City Data.

4.3 Open Data. Verizon is committed to enabling the City to make City Data available in an online portal that the public can access, enabling the principles of open government ("Open Data Portal"). Verizon shall work with the City to discuss how to provide the City's Open Data Portal with performance metrics, statistics, and other related measures for the Smart Community Solutions implemented pursuant to this Agreement. If requested by the City, Verizon will work with the City to create an Open Data policy, ensuring that Personally Identifiable Information, Confidential data, critical infrastructure data and other sensitive data is protected, while enabling the communication of City Data in an Open Data Portal.

4.4 Confidential Information. Each party reserves any and all right, title and interest (including, without limitation, any Intellectual Property Rights) that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The party that receives any Confidential Information of the Discloser ("Recipient") will protect Confidential Information of the party that discloses any of its Confidential Information to the Recipient ("Discloser") against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided, that the Confidential Information of the Discloser is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the

Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information of the Discloser. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by Applicable Law (e.g., pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (e.g., so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the Discloser; or to apply to any Confidential Information that: (i) was known to the Recipient prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault, wrongful act or action of the Recipient or a third party. In the event of any breach or threatened breach by the Recipient of its obligations under this paragraph, the Discloser will be entitled to injunctive and other equitable relief to enforce such obligations. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that, subject to limited exceptions and exemptions, public records are subject to release to and/or review by the public under various provisions of law, including, without limitation, under Cal. Gov. Code section 6250, et seq.

4.5 Data Security. Verizon will use commercially reasonable efforts to: (a) establish and maintain commercially reasonable security measures designed to ensure the security and confidentiality of the City Data, including physical, technological and administrative measures; (b) promptly forward any individual's request for access to any City Data to City and cooperate with City in responding to such access request; (c) unless it is legally prohibited from doing so, promptly notify City of any breach of security involving any Personally Identifiable City Data or any notices of investigation or non-compliance from any governmental or regulatory authority or agency related to the collection, use or disclosure of Personally Identifiable City Data, and cooperate with and assist City in any such investigation; (d) amend any Personally Identifiable City Data within a reasonable time after City's reasonable request; and (d) provide at least industry standard security, backup and disaster recovery systems and procedures designed to protect City Data.

4.6 Network Security. Verizon will use commercially reasonable efforts to ensure network security best practices are maintained and to work out and support escalation and troubleshooting paradigms pursuant to the policies and procedures set forth in the Security Protocols attached hereto as Exhibit E and incorporated herein by this reference.

5. Term and Termination.

5.1 Term. This Agreement commences on the Effective Date and will continue for a period of five (5) years from the date of the last commissioned digital kiosk, unless the City elects to extend the digital kiosk term to ten (10) years, in which case this Agreement shall continue for a period of ten (10) years from the date of the last commissioned digital kiosk.

5.2 Termination for Material Breach. In the event that either party commits a material breach of or default under this Agreement or under any other agreement contemplated under the Strategic Joint Development Agreement (collectively, the “Strategic Joint Development Agreements”), then the other party may give the breaching party written notice of the breach or default (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement and/or the Strategic Joint Development Agreements that are in breach or default and the action required to cure the breach or default) and notice that the then-current Term will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If the breaching party fails to cure the specified breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the then-current Term will terminate without any further notice or action by the terminating party.

5.3 Effect of Termination and Wind Down Framework. If the Term is terminated pursuant to and in accordance with this Section 5, then, unless otherwise specifically provided for in writing by the parties, the following will apply: (a) the parties will cooperate to effect an orderly, efficient, effective and expeditious termination of the party's respective activities under this Agreement pursuant to a mutually agreeable wind-down plan, including without limitation the immediate disabling of access to the Solutions and any and all respective services and Applications thereto, and the removal of the kiosks within a reasonable mutually agreed timeframe; (b) for all Solutions that involve capital improvements or hardware installed in the right-of-way or on City assets, except for under-pavement traffic sensors, unless otherwise directed by the City in writing or otherwise mutually agreed upon by the parties, within ninety (90) days of the expiration or termination of this Agreement, at Verizon's sole cost and expense, Verizon shall remove all of above-grade Improvements from project sites, and shall restore the above-grade portion of the any project sites to original condition prior to the installation of the improvements, normal wear and tear excepted. Should Verizon fail to complete said removal within one hundred twenty days (120) days, the City shall conduct the removal and disposal of improvements at Verizon's sole cost and expense and shall invoice Verizon accordingly. If any project sites are damaged by Verizon in the process of removal, such damage shall be repaired forthwith by Verizon at its sole cost and expense. Should the City elect to keep Authorized Hardware, they shall remain programmed at a default settings at Verizon's discretion; (b) the rights granted to City with respect to the Solutions, and the Verizon Materials will terminate effective as of the effective date of the termination; (c) City will return to Verizon any and all Confidential Information of Verizon in the possession or control of City; (d) Verizon will return to City any and all Confidential Information of City in its possession or control; (e) unless otherwise agreed upon by the parties, Verizon will have no obligation to provide the Solutions to City or Authorized Users after the effective date of the termination; (f) any and all liabilities accrued prior to the effective date of the termination will survive; and (h) the parties' respective rights and obligations under Sections 2.2, 4.2, 5, 6, 7, 8, and 9 of this Agreement will survive.

6. Limited Warranty and Remedy

6.1 Warranty. Verizon warrants that it will provide the Solutions in a manner consistent with general industry standards reasonably applicable to the provision of the Solutions and that its employees and the third-party service providers have the proper skill, training and experience to provide the Solutions. During the Term, Verizon will use commercially reasonable efforts to correct any Solutions that do not comply with the foregoing warranty; provided that City notifies Verizon of such noncompliance within thirty (30) days after Verizon or the City discovers such noncompliance. The foregoing will be City's sole remedy for any breach of the foregoing warranty by Verizon.

6.2 Indemnification. Verizon will defend, indemnify, and hold harmless City from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning the infringement or misappropriation of any patent, trademark, copyright or trade secret by the Solutions; provided, that (a) City gives Verizon prompt written notice of the claim, (b) authorizes Verizon to control the defense and settlement of the claim, (c) provides such assistance in connection with the defense and settlement of the claim as Verizon may reasonably request, (d) does not settle or compromise the claim without the prior written consent of Verizon and (e) complies with any settlement or court order made in connection with the claim (e.g., related to the future use of any infringing Solutions). Further, should the Solutions become, or in Verizon's opinion be likely to become, the subject of a claim of infringement or misappropriation, Verizon will, at Verizon's election and expense, (i) obtain for City the right to continue using such Solutions, pursuant to the terms and conditions of this Agreement, or (ii) replace or modify such Solutions so that the Solutions become non-infringing or non-misappropriating but functionally equivalent. If neither (i) nor (ii) is commercially feasible, the City or Verizon may terminate this Agreement.

6.3 Exclusions. Verizon's warranties and indemnity obligations under Section 6.1 and 6.2 do not apply to any noncompliance resulting from any: (a) materials provided by City; (b) use not in accordance with this Agreement, the Privacy and Data Security Standards or the Acceptable Use Policy; (c) the combination of any Hardware Products or services provided by Verizon or portion thereof with any product, materials, or services not provided by Verizon; (d) modifications, damage, misuse, or other action of City or any third party; (e) the use of other than the latest update or upgrade on or after the thirty (30) calendar day period following the date that Verizon makes such update or upgrade available; or (f) any failure of City to comply with this Agreement, the Privacy and Data Security Standards or the Acceptable Use Policy. Further, Verizon does not warrant that the Solutions are free from bugs, errors, defects, or deficiencies.

6.4 DISCLAIMER. THE WARRANTY AND REMEDY SET FORTH IN SECTION 6.1 AND VERIZON'S OBLIGATIONS AND LIABILITIES SET FORTH IN SECTION 6.2 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN SECTION 6.1, VERIZON MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY SOLUTIONS, VERIZON MATERIALS, CITY DATA, THIRD PARTY APPLICATIONS OR OTHER ITEMS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE

OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE). VERIZON MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY INFORMATION OR DATA PROVIDED IN CONNECTION WITH OR RESULTS OBTAINED THROUGH USE OF THE SOLUTIONS.

7. City Warranties

7.1 Warranty. In addition to any warranties set forth elsewhere in the Agreement, City warrants to Verizon that the performance of City's obligations and City and Authorized Users' access to and use of the Solutions or other exercise of its rights under this Agreement will not violate any third-party rights or any applicable law.

7.2 Indemnification. City will defend, indemnify and hold harmless Verizon, and its directors, officers, employees, owners and agents from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any claim alleging any breach of any of the foregoing warranties in Section 7.1 applicable to City, or (b) any misuse by City or Authorized Users of the Solutions or any other software, services, or other items provided under this Agreement.

8. Limit of Liability.

8.1 No Consequential Damages. NEITHER PARTY NOR ANY ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OWNERS, SUPPLIERS, OR THE PROVIDERS OF THIRD PARTY APPLICATIONS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT, SOLUTIONS, THE VERIZON MATERIALS OR ANY SOFTWARE (INCLUDING THIRD PARTY APPLICATIONS), SERVICES OR OTHER ITEMS PROVIDED IN CONNECTION THEREWITH, OR THE FAILURE OF EITHER PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OR WILLFUL CONDUCT.

9. Miscellaneous

9.1 Cooperation. City will cooperate with any reasonable request by Verizon that City provide any notice to, or obtain any consent from, individuals in connection with the collection, use, and disclosure of City Data.

9.2 Independent Contractors. Each party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the parties or as imposing any partnership or agency obligations or liability upon either party. Further, neither party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other party.

9.3 Definitions. Whenever used in this Agreement with initial letters capitalized, the following terms will have the following meanings. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Strategic Joint Development Agreement:

“Affiliate” means an entity controlling, majority-owned, or controlled or under common voting control by one of the parties, or a contractual or joint venture partner, possessing, whether by contract or otherwise, rights with respect to the respective rights or obligations.

“Acceptable Use Policy” or **“AUP”** means Verizon’s Acceptable Use Policy attached at Exhibit I.

“Access Credential” means the unique user name and password issued or otherwise assigned to each Authorized User for access to and use of the Solutions.

“Applicable Law” means any international, national, federal, state or local law that is binding upon or applicable to a party unless expressly specified otherwise.

“Applications” means software applications, computer programs, and any other interactive service, designed to perform a group of coordinated functions, tasks, or activities, or the operation or use of which is controlled to any degree by an end user of such service, and in each case is either provided on a hosted basis over the Internet or distributed for use in connection with Internet properties.

“Authorized Hardware” means equipment provided by Verizon or authorized by Verizon that enables the Solutions.

“Authorized User” means any employees, agents, independent contractors or consultants of the City, qualified pursuant to Privacy and Security Standards (defined below).

“City Data” shall mean all data made available to the City from the Solutions that identifies the City or is associated with data that identifies the City.

“Documentation” means the user manuals, online documentation and other materials relating to the Solutions provided in writing by Verizon to City.

“Enhancement” or **“Enhanced”** means any additions, updates or bug fixes to the Solutions released generally by Verizon for similarly situated users. Enhancements do not include upgrades, data migration or custom work, reports and host inquiries specific to City.

“Hardware Products” means Authorized Hardware, Network Equipment and any other hardware products provided by Verizon or a Verizon Partner.

“Network Equipment” means any network equipment, including, without limitation sensors, Wi-Fi hardware, wireless networking and computing hardware, wireless gateways, wireless repeaters, wireless service bridges and other networking equipment provided by Verizon or authorized by Verizon and which can be used with the Authorized Hardware.

“Personally Identifiable Information” or **“PII”** means all data or information constituting the personal information of any natural person pertaining to or resulting from the access and use of the Solutions by City or any Authorized User including all such information subject to any Applicable Law respecting the privacy of financial, credit, medical or other information, including without limitation, name, address, telephone number, fax number, electronic mail address or other contact information, geographic locations, IP addresses, MAC addresses, identifiable facial likenesses, social security or insurance numbers, bank account number or credit card numbers, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade or labor union membership, physical or mental health, sexual life,

criminal offenses, license plate numbers or any data or unique identifier that could identify any natural person, computer or device, together with any other information about a natural person which is combined with or linked to any of the foregoing information.

“Privacy and Data Security Standards” means the privacy and data security standards attached at Exhibit H.

“Prohibited Activities” means (1) using any City Data to identify, market to, or otherwise contact an individual or an individual device, including, without limitation, by associating any City Data collected over time with a unique, persistent identifier that is attributable to an identified individual without such individual’s consent; (2) combining any City Data with any other information that relates to an identified individual to identify, market to, or otherwise contact such individual or individual device, without such individual’s consent; (3) attempting to re-identify any personally identifiable City Data to the extent that such City Data has been anonymized or otherwise de-identified, without such individual’s consent, or (4) any violation of the Acceptable Use Policy.

“Smart Community Solutions” or “Solutions” means the Hardware Products, Applications, software, cloud platform, and professional service combinations (and all Enhancements thereto), and any other software applications created or provided by Verizon and made available to City and Authorized Users, from Verizon, Verizon affiliates, and Verizon Partners.

“Term” means the period of time specified in paragraph 5.

“Third Party Application” means a software Application created and provided by a third party and is used by City in connection with the Solutions.

“Third Party Agreement” means an agreement entered into by and between City, Verizon, and a third party pursuant to which such third party will access and use City Data to provide services to City via a Third-Party Application.

“Verizon Materials” means the Verizon Trademarks, the Verizon Site, Documentation and Verizon Technology.

“Verizon Partner” means a Verizon partner or an authorized reseller of Solutions and/or Hardware Products.

“Verizon Site” means the Verizon web sites (and all Enhancements thereto) located at www.verizon.com, together with such other Web sites owned or maintained by Verizon and its affiliates and network service providers from time to time.

“Verizon Technology” means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, software, firmware, products, lighting or network technology or other technology and materials of any kind, or any Enhancement thereto, including data gathered, processed, or Enhanced by such technology, used by Verizon in connection with the performance of the Solutions, or made available by Verizon to City, any Authorized User or any third party.

“Verizon Trademarks” means any Verizon trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia and other source or business identifiers.

[Signature Page to Follow]

Executed as an Agreement on the 6th day of June 2017.

SIGNED for an on behalf of:

City of Sacramento

Signature

Print Name

Position/Title

SIGNED for and on behalf of:

SENSITY SYSTEMS INC.


Signature

John Stratton

Print Name

EVP, President of Consumer & Product
Operations

Position/Title

Exhibit A
Service Level Policy

Service Level Policy to be completed by Verizon within 60 days of the execution of this Agreement, subject to City's approval, which shall not be unreasonably withheld.

Exhibit B

Wi-Fi Acceptable Use, Equitable Controls Plan, Wi-Fi Services Description, and Wi-Fi Terms of Services for consumers, to be completed by Verizon within 60 days of the execution of this Agreement, subject to City's approval, which shall not be unreasonably withheld.

Exhibit C

Statement of Work #1

Verizon and the City to complete within 60 days of the execution of this Agreement, subject to mutual consent.

1. Description of the Work; Costs:

[To be determined]

2. Verizon's Responsibilities During the Term:

Provision of Hardware Products and services enabling Solutions, including without limitation Smart Community Solutions:

- _____ NetSense Multi-Sensor External Core Nodes - connected via NEMA socket on luminaire
- _____ Sensor Pods
- _____ NetSense Multi-Sensor Video Nodes - distributed based on application needs
- _____ Kiosks
- [other hardware and services to be added]

Applications Provided:

- Vision Zero
- Intelligent Traffic
- Intelligent Vid

Services Provided:

- Community Outreach (Internships and STEM)
- Design, Installation, Commissioning of Solutions
- Verizon will manage and provide municipal Wi-Fi
- Kiosk Deployment and content management

3. City Responsibilities:

[To be determined]

4. Design and Deployment Details:

Digital Kiosk

The Verizon Digital Kiosk is a digital media platform for communities to engage with citizens to help them discover, connect, and go. The Verizon Digital Kiosk provides up to date information about local events, new restaurants, and more. It also has interactive features like maps, transit schedules, and other interactive community information. The kiosks can also provide public Wi-Fi, emergency calling, payment capabilities (useful for paid parking and other municipal services), mobile device charging, and other connectivity. Verizon partners with local community organizations to make sure that the kiosk content is relevant and timely.

The Verizon Digital Kiosk can also monitor city conditions, helping city planners and managers keep tabs on high-value, high-traffic, and high-visibility areas. The Verizon kiosks are paid for through advertising, which gives businesses more hyper-local advertising options to attract new customers and grow healthier businesses.

Verizon Digital Kiosk - Features

The Verizon Digital Kiosk will better connect the city and citizens to establish a stronger dialogue and collaborative relationship. Verizon Digital Kiosk features can include:

- Community Information/Notifications and Local Events
- Dual high resolution cameras
- Selfie Camera
- Button for live response 911 calling
- Data Analytics
- Wayfinding and POIs
- Targeted Community Messaging
- VoIP Calling
- Mobile Charging
- NFC Mobile Payment System
- LED Emergency Message Bar
- Backup Power
- Contextual Local and National Advertising
- Enhanced Cellular 4G Connectivity (future proof for 5G when standards are finalized)
- Municipal Wireless Service (Wi-Fi)

Verizon Digital Kiosk – Safety and Security Aspect

Safety is an important attribute, and the kiosk offers several features to enhance this:

- Emergency Services and Notifications
- Two-way 911 calling
- Bright street lighting around the kiosk
- Environmental sensor options
- Video cameras front and back
- Accessibility features

- Backup emergency power

Verizon Digital Kiosk - The Design Aspect

The kiosk structure is designed to address a wide range of environmental conditions. The custom alloy used in the kiosk provides unique heat management capabilities. Special coatings on the metal elements are graffiti and scratch resistant and, under most scenarios, repairable.

- Radome: Fiberglass radome that does not impede the Antennas
- Body: Extruded metal alloy
- Paint: Powder coat with graffiti resistant coating on the body and Rhino coating on the base
- Display panels: Painted metal alloy with strengthened anti-glare glass
- Panels: Metal service access with secure lock
- Dual upper notification screens are visible regardless of foot traffic in the area.
- Approximately 13 feet tall by 3 feet round
- Three digital screens
- Approximately 1300 lbs.

Program Management Responsibility

A Verizon Program Manager will manage interaction with the City to facilitate design, secure City's approval, manage planning, coordination and installation of the Verizon and City hardware supporting the deployment, and support ongoing testing and evaluation of the deployment.

System Design

A Verizon Field Applications Engineer (FAE) will design a solution that meets the City's needs. This will include the determination of locations for core node sensor pods for environmental and activity sensing. This will also include the determination of locations for video nodes and video sensors to optimize performance. Where there are product options, the best product option will be selected informing the final system bill of materials (BOM). The outcome of the design activity is a BOM and an installation instruction indicating the precise mounting location and orientation for all Verizon-provided products. In the case of video nodes, the field of view from each sensor will be estimated and illustrated by superposition on satellite or CAD images from the site, for review and approval by the City.

Network Design

Verizon or an experienced Network design company will design the local WiFi network, including determination of the location of and number of these devices, backhaul capacity, location of DNS, DHCP and firewall services, etc.

Site Survey

As part of the design activity, one or more site surveys normally are conducted in order to discover on-site conditions that are not obvious from inspection of maps, CAD drawings and satellite images. Usually one or more of these site visits will be conducted in conjunction with the City and other stakeholders to fully understand needs and expectations. Final locations for product installation are determined. Data such as heights and distances are confirmed and photographs taken in order to fully document the design for installers. Among the outcomes of the site survey is the final list of installation kits and materials such as cables types and lengths and antenna types.

Verizon will design the network to maximize the use of available City structures that can be leveraged in the requested areas of coverage. A detailed site survey will result in the specific number of light poles or other available city structures that will need to be used as part of the Wi-Fi buildout.

Network Approval

Verizon shall be responsible for and shall work with the City on the location and mounting of all network elements, including their appearance and the condition and suitability of the structures where the network elements will be installed (e.g., pole or tenon arm conditions, walls or roof of adjacent buildings, etc.).

Network Installation & Commissioning

Verizon or an experienced Network design company will ensure all Wi-Fi access points are physically installed correctly – powered and installed at the proper height, with correct orientation, and with all cables and antennas correctly attached, positioned and weather-sealed.

Verizon or an experienced Network design company is responsible to ensure each network element is individually provisioned to connect with neighbor network elements on correct operating channels, with anticipated signal strengths, and providing the designed network topology.

Verizon will verify overall network performance, including coverage, throughput, and latency. Verizon will test fault tolerance, fail-over, and recovery scenarios.

Verizon Cloud Infrastructure Set-Up

A Verizon Network Engineer will create and provision the required cloud resources to support the core and video nodes.

Core Node Installation & Commissioning, Light Fixture Control

The Verizon FAE will ensure core nodes and sensor pods are properly installed and fully operational. It will be confirmed that every core node connects to a Wi-Fi AP with adequate signal strength, and to Verizon's cloud infrastructure.

Video Node Installation & Commissioning

The Verizon FAE will ensure video nodes and video sensors are properly installed and fully operational. The Verizon FAE will confirm that every video node connects to a Wi-Fi AP with adequate signal strength, and to Verizon's cloud infrastructure, and is accurately geo-located. Correct orientation of every video sensor will be confirmed, and initial video streams inspected to ensure proper field of view and image quality. Where adjustments are required, the Verizon FAE will coordinate with the installer to implement the changes. Any Verizon-provided analytics will be configured and verified. The FAE will identify, debug, and resolve any video node or video sensor issues working with the electrical contractor, Network Service Provider or other entities as necessary.

Transition

The Verizon FAE will transfer the installation to Verizon's 24/7/365 monitoring service. Among the data transferred is 'as-built' network and product documentation, including equipment identification (serial numbers, product types, MAC addresses), physical locations and photographs, and configuration. This data is entered into Verizon's knowledge base to facilitate rapid problem solving and City support in the future.

Platform Integration

A Verizon Network Engineer will consult to properly configure routers and firewalls, to support the needs of Verizon's nodes to communicate with the cloud infrastructure, and to ensure network security best practices are maintained

Training

Verizon will provide one in-person or WebEx-style training session to properly install and physically configure all Verizon-provided products including core nodes, sensor pods, video nodes, video sensors, network elements and accessories. Verizon will also provide detailed, site-specific installation instructions developed during the design and site-survey phases.

Verizon will provide a WebEx-style training session covering the Applications once the Solutions are fully commissioned.

Additional training sessions can be provided as needed on a fee-for-service basis.

Turn-Over Package

The Verizon FAE will close-out the project by transferring a turn-over package to City documenting what has been installed and where, noting initial settings, and introducing the City to Verizon Partner Support and NetSense Live. Often the turn-over package is presented as part of the City training session.

The NetSense service period will begin the month of the delivery of the turn-over package. Upon presentation of the turnover package to the City, the project deliverables will have been met in full with no further professional services obligation.

5. Scope Assumptions & Notes:

- Additional modifications to the reference application can be made based on input from the City vis-à-vis “pain points,” but this work will require additional Verizon professional services.
- Adding additional sensors to the project is possible, but they are not included in this proposal. Any additions would require more time and cost to the project.
- If the City wants to view live video from the Verizon Video Nodes, a video management system will need to be integrated into the solution.

Exhibit D
Verizon Advertising Policy

Advertising shall not:

1. Be false or misleading; promote unlawful conduct or illegal goods, services, or activities; or be otherwise unlawful or obscene.
2. Include tobacco or electronic cigarette advertising. “Electronic cigarette” is defined for this purpose as a battery-operated device that can contain nicotine and delivers vapor for inhalation. Electronic cigarette shall also include a refill cartridge and any other component of an electronic cigarette.
3. Include alcohol advertising within two hundred (200) feet of a building used exclusively as a school, day care center, or house of worship. The two hundred (200) feet shall be measured in straight lines from the center of the nearest entrance of the facility to the nearest edge of the advertising. “Advertising” means any electronic display including words, pictures, photographs, symbols, or visual images in connection with the promotion or solicitation of sale or use of a product or service other than information required to be posted by Verizon in accordance with this Agreement or applicable law.
4. Include audio in connection with the advertising displays; provided the lower kiosk interactive screens shall not be prohibited from having audio. However, an audio component used in connection with the kiosk and telecommunication services may be permitted.
5. Include advertising that has been reported by the City as unauthorized, prohibited, or otherwise fails to comply with any requirement of the agreement. Verizon shall have forty-eight (48) hours upon receipt of written notice to remove any such advertising.

Exhibit E

Security Protocols

Transport Layer Security (TLS) is an encryption protocol that's used to encrypt information in transit over the Internet. TLS uses certificates to encrypt sessions to maintain confidentiality of information. Sensity Systems uses TLS to encrypt traffic with its application via HTTPS and API. Devices and applications connect to NetSense using AES 128-bit encryption and Transport Layer Security (TLS). In addition, we conduct regular internal reviews of our practices to keep up to date with new and evolving standards in our industry.

Exhibit F
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Exhibit G
Site Maps & Locations Chart

[NTD: Site Map to be attached. Sent separately to reduce file size.]

Exhibit H: Privacy and Data Security Standards

These Privacy and Data Security Standards apply to the City's use of the Solutions and City Data made available from those Solutions. In the event of a conflict between these terms and the Agreement, these terms will control.

Responsibilities of the City

Use of City Data. To the extent City processes, uses or otherwise accesses City Data for its own benefit or discloses (or permits the disclosure of) any City Data to any third party, the City agrees that it is solely responsible for such disclosure, processing, use or access and that, in no event, will Verizon be liable for such disclosure, processing, use or access.

Notice and Consent. The City agrees that it is solely responsible for obtaining any and all required consents in connection with any use of the Verizon Services or the Hardware Products and that such consent will be compliant with all Applicable Law, including data protection legislation and other privacy laws, rules, and regulations. Without limiting the foregoing, before collecting any data from individuals, the City must provide adequate notice of what data the City collects and how it will be used and/or shared and obtain any necessary consents.

Security Safeguards

Upon accessing City Data from the Solutions, the City is fully responsible for any authorized or unauthorized collection, storage, use, disclosure, processing of or access to City Data collected, stored, used, disclosed, processed or otherwise accessed by the City. The City will implement and maintain administrative, physical and technical safeguards ("Safeguards") that prevent the unauthorized access to and use of data from the Verizon Solutions. Such information security program will include, commensurate with the nature and classification of the data, without limitation, (i) adequate physical security of all premises in which any data derived directly or indirectly from the Solutions or the Hardware Products will be processed and/or stored; (ii) reasonable precautions taken with respect to the employment of, and access given to, the City personnel, such as including background checks and security clearances that assign specific access privileges to individuals, training of employees on the proper use of the computer security system and the importance of information security, and restricting access to records and files containing any data derived directly or indirectly from the Solutions or the Hardware Products to those who need such information to perform their job duties; and (iii) an appropriate network security program, including designation of one or more employees to coordinate the security program, monitoring of systems for unauthorized use of or access to any data derived directly or indirectly from the Solutions or the Hardware Products, appropriate access and data integrity controls, testing and auditing of all controls, appropriate corrective action and incident response plans, and encryption of all records and files containing any data derived directly or indirectly from the Solutions or the Hardware Products that will travel across public networks, be transmitted wirelessly, or be transmitted outside of the City's secure system.

Security Audits

Upon reasonable advance notice, Verizon, its authorized representatives, or an independent third party, may conduct, or have a third-party conduct, an information security audit of the City's Safeguards of internal systems and procedures regarding access to the Verizon Solutions and Hardware Products. The City will (a) cooperate with any such audit, (b) address any security shortcomings identified in the audit by implementing industry best practices, and (c) certify in writing to Verizon that the City has corrected any such shortcomings within thirty (30) days of receiving notice of the audit results. All costs of the audit, excluding any costs to address or correct security shortcomings, will be borne by Verizon.

Security Breach

The City will immediately notify Verizon of any actual, probable, or reasonable suspected breach of security involving its systems or any loss, misuse, or accidental or unauthorized access, disclosure, alteration, or destruction of City Data or any other data accessed or stored by the City (each, a "Security Breach"). In any notification to Verizon, the City will designate a single individual employed by the City who must be available to Verizon 24-hours per day, 7-days per week as a contact regarding the City's obligations. The City will immediately (a) notify Verizon of any third-party legal processes relating to the Security Breach; (b) help Verizon investigate, remedy, and take any other action the Verizon deems necessary regarding the Security Breach and any dispute, inquiry, investigation, or claim concerning the Security Breach; and (c) provide Verizon with assurance satisfactory to Verizon that such Security Breach will not recur.

Representations and Warranties

The City represents and warrants that: (a) it has not suffered any Security Breaches or if it has suffered one or more Security Breaches, it has taken appropriate measures to rectify any security vulnerabilities; (b) it is, and will remain, in compliance with all applicable law, and will not cause Verizon to be in material violation of any applicable laws; and (c) it will handle City Data in accordance with its privacy policy and such privacy policy will: (i) comply with all applicable law; (ii) be consistent with all of the City's duties and obligations under the Agreement and these Privacy and Data Security Standards; and (iii) clearly and accurately describe all City Data that the City collects and how the City uses and shares such information with Verizon and third parties.

Exhibit I: Acceptable Use Policy

Smart City Solutions. This Acceptable Use Policy (this “AUP”) describes the prohibited actions when any party uses the Solutions. Capitalized terms used but not defined in this AUP shall have the meanings given such terms in the Agreement. The following list provides examples of prohibited conduct and should not be considered exhaustive. The City agrees not to, and not to allow any Authorized Users or agents of the City or other third parties, to engage in any the following activities:

- Use the Solutions for any unlawful, invasive, infringing, or fraudulent purpose or to violate the legal rights of others;
- Launch or facilitate a denial of service attack on any Solution or otherwise adversely impact the availability and reliability of the Solutions;
- Intentionally distribute viruses, worms, trojan horses, corrupted files or any other malicious, harmful, or deleterious programs;
- Decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt or create derivative works of the Solutions (except as and only to the extent any such restriction is prohibited by Applicable Law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code);
- Test or reverse engineer the Solutions in order to find limitations and vulnerabilities or circumvent any use limitations (such as private APIs and rate limits) in the Solutions;
- Access the Solutions or API’s using anything other than an authorized API;
- Attempt to bypass or break any security mechanism in the Solutions or to access another account or use the API key of another user;
- Execute any form of network monitoring that will intercept data not intended for the City;
- Export or import software, technical information, encryption software, or technology in violation of international or regional export control laws; or
- Take any action to encourage or promote any activity prohibited under this AUP.

Consequences of Violating this Policy. Verizon may, but is not required to, monitor your compliance with the terms of this AUP. Violations of this AUP may result in suspension or termination of City and Authorized User access to the Solutions.

Reporting Violations of this Policy. Verizon requests that if City becomes aware or suspects violations of this AUP, to notify Verizon promptly. Please provide a detailed description of the violation, including the date and time of the violation, any information about the identity of the party responsible for the violation, the specific actions that resulted in the violation, and any supporting documentation.

SPECIFIC AGREEMENT B

WIRELESS AND WIRELINE DEPLOYMENT

1. WIRELESS DEPLOYMENT

Verizon is currently working with the City's agent to deploy 98 4G small cells (herein "Initial Cells"). Verizon will enhance its existing wireless network through the deployment of approximately 101 additional 4G small cells (herein "Additional Cells") to provide users with more wireless broadband capacity. Verizon also intends to install 5G small cells.

In furtherance of powering the technologies contemplated by this agreement and beyond, wireless permitting of small cells to be placed on City-owned and non-City owned assets must be efficient and expeditious. Working with the City's agent, Verizon will work in good faith to submit applications for encroachment permits for the Initial Cells before Verizon submits applications for the Additional Cells. Notwithstanding the foregoing, City acknowledges that Verizon may submit some of the Additional Cell applications before all of the Initial Cell applications are submitted, and so long as Verizon is working in good faith to submit all the Initial Cell applications in a timely manner, the City agrees to the following terms, which shall last for ten (10) years.

a) The City will ensure that review for final design approvals on City owned assets are completed within four (4) weeks. Review for final design approvals on non-City owned assets (i.e. wooden poles, street light, etc.) will be completed within six (6) weeks once permission to attach has been received from the asset owner.

b) A design that has been reviewed pursuant to subsection a above and subsequently approved will be considered "pre-approved" for the purposes of this subsection b. The City will ensure Verizon the ability to bundle clusters of small cell permit applications (for pre-approved designs) into a single encroachment application. All subsequent approvals associated with pre-approved small cell designs will be streamlined and provided within two (2) business days if there is no ground disturbance, and within thirty (30) calendar days if there is ground disturbance.

c) Individual permits will be issued for individual sites so future changes and site specific conditions can be addressed and tracked.

d) For Verizon's 5G trial sites, the City will allow permits to be reviewed and approved in clusters based on the timing of receipt of authorization from the asset (pole) owners.

e) Verizon shall have a right of first refusal of City assets detailed in Exhibit G of the Master Smart Community Agreement for small cell locations.

f) Except for Initial Cells, Verizon will have the option to work directly with the City for all small cell deployments and will not be required to work through a City agent.

g) Future 5G deployments will fall under the same permitting guidelines as above in this Section.

h) Sacramento is one of the eleven (11) cities for the deployment of the initial 5G trials and it is the intention of Sacramento and Verizon to showcase the innovative capabilities of Sacramento by having the City be one of the first cities to deploy 5G. As such, the City agrees to provide Verizon with an annual attach rate for all 5G small cells on a cost-based attachment rate based on the CPUC pole attachment rate formula in CPUC Decision 16-01-46, so long as Verizon begins the initial deployment of 5G small cells within eighteen (18) months of commercial general availability of the national Verizon 5G service. In addition, Verizon will pay a one-time non-recurring charge of \$200 per 5G small cell.

i) The 4G small cell and 5G small cell rates will commence when each small cell has been deployed and activated and will continue for a ten (10) year term.

j) The City will waive all 4G small cell attach rates and non-recurring charges for 101 4G small cells on City owned assets.

2. WIRELINE DEPLOYMENT. The parties shall work to enter into a Wireline Deployment Agreement under mutually agreeable terms within five (5) business days after the execution of the Strategic Joint Development Agreement.

3. SMART REGULATION TEAM

Verizon respects the City's requirements to ensure proper diligence occurs prior to providing permits and will work in partnership with the City to work towards a best-in-class process. A Smart Regulation Team (SRT) structure will consist of:

a) Executive team from Verizon and the City who will provide leadership towards the above objectives, identify working teams, resolve issues as required, and evaluate success of the program.

b) Working teams from Verizon and the City who will meet on a regular basis to identify areas needing attention, create a process for resolution, and make recommendations to the executives as needed to resolve.

SPECIFIC AGREEMENT C

MASTER TELECOMMUNICATIONS SITING AGREEMENT

THIS MASTER TELECOMMUNICATIONS SITING AGREEMENT is made as of the date of the final signature below, by and between the City of Sacramento, a municipal corporation, having a mailing address of 915 I Street, Sacramento, CA 95864 (“Licensor”) and GTE Mobilnet of California Limited Partnership, dba Verizon Wireless, a California limited partnership, and Affiliates, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (“Licensee”).

1. **Definitions.**

“*Affiliate*” means an entity controlling, majority-owned, or controlled or under common voting control by one of the parties, or a contractual or joint venture partner, possessing, whether by contract or otherwise, rights with respect to the respective rights or obligations.

“*Agreement*” means this Master Telecommunications Siting Agreement.

“*Approvals*” means all certificates, permits, licenses and other approvals that Licensee must obtain as required by law in order for Licensee or its agents or sublicensees to use the Licensed Premises for the purpose intended by this Agreement.

“*City Facilities*” means any and all existing facilities, inclusive of but not limited to all buildings and improvements owned by and under the possession and control of Licensor, including but not limited to utility poles, lamp posts, other utility facilities, fences, gates, and all roof tops of all such buildings, facilities and/or improvements.

“*Defaulting Party*” means the party to this Agreement that has defaulted as provided for in Section 26 of this Agreement.

“*Harmful Interference*” means Interference that endangers the functioning of a radio navigation service or of other safety services or seriously degrades, obstructs, or repeatedly interrupts a radio communication service operating in accordance with both International Telecommunications Union Radio Regulations and the regulations of the Federal Communications Commission.

“*Hazardous Material*” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials.

“*Environmental Law(s)*” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, the Resource Initiative #1 Specific Agreement C: Master Telecommunications Siting Agreement Page 1

Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 *et seq.*, and the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance that regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a Wireless Telecommunications Facility(ies).

“Interference” means the effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a radio communication system, manifested by any performance degradation, misinterpretation, or loss of information.

“Licensed Premises” means those portions of Licensor’s Property described in each Site Supplement and shown in Exhibit “1” to each Site Supplement.

“Licensee” means GTE Mobilnet of California Limited Partnership, dba Verizon Wireless, a California limited partnership.

“Licensee’s Notice Address” means 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate.

“Licensor” means City of Sacramento, a municipal corporation.

“Licensor’s Notice Address” means 915 I Street, Sacramento, CA 95864.

“Licensor’s Properties” means those properties owned or controlled by Licensor, including without limitations, the right of ways and any public utility easements within the City of Sacramento (each of which is a subject of this Agreement).

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 26 of this Agreement.

“Rent” means any amount specified in a Site Supplement to be paid by Licensee to Licensor annually for each new Wireless Telecommunications Facilities constructed on Licensed Premises under or pursuant to this Agreement.

“Site Supplement” means that certain form of site license that will be entered into between Licensor and Licensee for each Licensed Premises, the form of which is attached hereto as Exhibit A-1 or Exhibit A-2 (depending on the type of Wireless Telecommunication Facility).

“Sublicensee” means a third party to which Licensee has granted the right to use and occupancy of one or more of the Licensed Premises, subject to the terms and conditions contained herein.

“Wireless Telecommunications Facilities” means the equipment and associated structures needed to transmit and/or receive electromagnetic signals. A wireless telecommunication facility typically includes antennas, supporting structures, enclosures and/or cabinets housing associated equipment, cable, access roads and other accessory development.

2. **Licensor’s Cooperation.** During the Lease Term, Licensor shall: (i) cooperate with Licensee in its efforts to obtain all of the Approvals and (ii) take no action that would adversely affect any of the Licensed Premises; provided, however, that if Licensor elects to replace infrastructure on the Licensed Premises that is unrelated to the delivery of Wireless Telecommunications services, then such replacement shall be accomplished in a manner calculated to minimize interference with the Wireless Telecommunications infrastructure on the Licensed Premises. Licensor acknowledges that Licensee’s ability to use each of the Licensed Premises is contingent upon Licensee obtaining and maintaining the Approvals.

3. **Term.** The term of this Agreement shall commence on the date of the full execution of this Agreement and expire on the date of the expiration of the last Site Supplement for a Licensed Premise. The term of each Site Supplement (the “Initial Term”) shall begin when the site has been deployed and activated (“Commencement Date”), and shall continue for a period of ten (10) years. Licensee has the right to terminate this Agreement or any Site Supplement at any time upon one hundred eighty (180) days’ written notice to Licensor.

4. **Rent.**

a. **Rent.** From and after the Commencement Date under each Site Supplement, Licensee shall pay Rent, if applicable, for each of the Licensed Premises. Licensee shall make the first payment of Rent under any Site Supplement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each anniversary of the Commencement Date during the Term.

b. **Rental Documentation.** Licensor hereby agrees to provide to Licensee certain documentation (the “Rental Documentation”) evidencing Licensor’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Licensee, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by Licensee in Licensee’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, Licensor agrees to provide updated Rental Documentation in a form reasonably acceptable to Licensee. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by Licensee and notwithstanding anything to the contrary herein, Licensee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Licensee as provided herein.

5. **Operations.**

a. Licensee shall have the right to use each Licensed Premises for its Wireless Telecommunications Facility as provided herein.

b. Each proposed Wireless Telecommunications Facility will not affect, detract, or impact the operation of existing Licensor facilities, particularly traffic signal control and street lighting devices. If a Wireless Telecommunications Facility does materially affect, detract, or impact the operation of existing Licensor facilities, and Licensee is not able to resolve the issue within a commercially reasonable period of time, it shall be removed or relocated at Licensee's sole cost. Licensee shall ensure that the proposed Wireless Telecommunications Facility is not dependent on the resources dedicated to Licensor facilities.

c. Licensee shall propose new locations for Wireless Telecommunications Facilities to Licensor, and Licensor shall have the final authority to approve or reject said locations. Such approval will be documented pursuant to a Site Supplement.

d. In the event of damage, Licensor is not obligated to repair or restore the Wireless Telecommunications Facility to normal operating conditions unless Licensor is the primary and direct cause of such damage. As between Licensee and Licensor, Licensee shall bear all other costs incurred to repair or restore Wireless Telecommunications Facilities.

e. Licensee shall make every reasonable effort to restore Licensor facilities in a safe and efficient manner.

f. Licensee shall give Licensor reasonable notice (of no less than fourteen (14) days) prior to impacting Licensor facilities in a manner that is beyond the routine maintenance and operation of Wireless Telecommunications Facilities.

g. If Licensee selects a pole to install its Wireless Telecommunications Facilities that is structurally inadequate to accommodate Equipment, Licensee may at its sole cost and expense replace the pole (a "Replacement Pole") with one that is acceptable to and approved by the Licensor, or alternatively, if requested by Licensee, Licensor shall replace the pole with the Replacement Pole at Licensee's cost (which shall be first be approved by Licensee). Licensee shall dedicate such Replacement Pole to the Licensor. In the event a Replacement Pole is provided, Licensee shall have the option to provide a spare pole for storage by Licensor in its yard free of charge. In the event the Replacement Pole needs to be replaced, City will immediately replace the damaged Replacement Pole with the spare pole at Licensee's cost (which shall be limited to Licensor's reasonable out of pocket costs), and Licensee shall replace the same within one hundred twenty (120) days.

h. Licensor shall maintain all City Facilities upon which Licensee has installed Wireless Telecommunications Facilities in good condition and repair, and in compliance with all applicable laws.

6. Interference with City Facilities and Communications Systems

a. Notwithstanding any other provisions this Agreement, Licensee agrees to operate any and all of its Wireless Telecommunications Facilities governed by this Agreement in full compliance with the technical standards set forth in the Rules and Regulations of the Federal Communications Commission ("FCC) as codified in 47 C.F.R. and upon notice of non-

compliance agrees to take all steps necessary to bring its operation into full compliance. Licensee recognizes and stipulates that City's public safety communications systems are vital to the life, health, and safety of the public safety personnel and of members of the general public, and agree that protecting such systems against harmful interference is an integral responsibility of this Agreement.

b. Licensee agrees to meet and confer with the City on a case-by-case basis, and at the request of the City, in the event that additions or changes to Wireless Telecommunications Facilities governed by this Agreement cause incompatibilities with the City's installed communications system(s).

c. Licensee agrees that in the event of harmful interference or degradation to City's public safety radio operations, City may require on a case-by-case basis that the use of the interfering Wireless Telecommunications Facility be suspended upon reasonable notice by the City to Licensee pending resolution of the cause and cure of such interference or degradation.

These provisions shall be binding on Licensee, any Sublicensee, and any successor, assignee, or service provider designated by Licensee and/or Sublicensee.

7. **Construction, Engineering, and Other Costs.** Licensor shall have no financial responsibility for planning, construction, or engineering costs associated with the implementation of this License Agreement.

8. **Licensed Premises; Survey.** Exhibit 1 to each Site Supplement shall depict and identify the boundaries of each Licensed Premises and the Utility Licenses.

9. **Access/Utilities.** Conditioned upon and subject to commencement of the License term and issuance of any applicable encroachment and excavation permits, Licensor grants to Licensee and Licensee's employees, agents, contractors, sublicensees, licensees and their employees, agents and contractors access to land located within Licensor's property to Licensee, for the purpose of constructing, repairing, maintaining, replacing, demolishing and removing the facility to be located upon each Licensed Premises as necessary to obtain or comply with any Approvals (the "Access License"). Licensee shall have the right to space across Licensor's Property as required for power and fiber (the "Utility License"). Licensee may request and Licensor shall not unreasonably deny or withhold the granting of an alternate Utility License either to Licensee or directly to the public utility at no cost and in a location acceptable to Licensee and the public utility. The Access Licenses and Utility Licenses (collectively, the "Access/Utility Licenses") shall be utilized for the purposes provided during the License Term and thereafter for a reasonable period of time necessary for Licensee to remove the Improvements.

10. **Use of Property.** The Licensed Premises and the Access/Utility Licenses shall be used for the purpose of constructing, maintaining and operating the Improvements and for uses incidental thereto. All Improvements shall be constructed at no expense to Licensor. All Improvements, inclusive of security fences, shall comply with the requirements of the Sacramento City Code and all other laws and regulations applicable thereto, and Licensee shall

obtain all required and necessary governmental agency Approvals and permits. Licensee will maintain the Licensed Premises in a safe condition. Licensee's Improvements shall not constitute a fixture.

11. **Removal of Obstructions.** Licensee may, subject to compliance with Chapter 12.56 of the City Code, remove obstructions from Licensor's Property as approved by the Licensor, which approval shall be requested in writing by Licensee. Potential obstructions include but are not limited to vegetation, which may encroach upon, interfere with or present a hazard to Licensee's use of the Licensed Premises or the Access/Utility Licenses. Licensee shall dispose of any materials removed.

12. **Hazardous Materials. Licensee's Obligation and Indemnity.** Licensee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Licensed Premises in any manner prohibited by law. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Licensed Premises if caused by Licensee or persons acting under Licensee.

13. **Real Estate Taxes.** To the extent that a possessory interest is deemed created, Licensee acknowledges that notice is and was hereby given to Licensee pursuant to California Revenue and Taxation Code Section 107.6 that use or occupancy of any public property may subject the Licensee to possessory interest taxes or other taxes levied against Licensee's right to possession, occupancy or use of any public property. Licensee shall pay all applicable federal, state, county, city, and local excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon Licensee's services under this Agreement. Licensee agrees to reimburse Licensor for any documented increase in real estate or personal property taxes levied against Licensor's Property that are directly attributable to the Improvements. Licensor agrees to provide Licensee any documentation evidencing the increase and how such increase is attributable to Licensee's use. Licensee reserves the right to challenge any such assessment, and Licensor agrees to cooperate with Licensee in connection with any such challenge.

14. **Insurance.** At all times during the License term, Licensee, at its sole expense, shall obtain and keep in force the required insurance as set forth in the attached Exhibit "B". The insurance provisions shall be separate and independent from the indemnification and defense provisions between the Licensee and Licensor and shall not in any way limit the applicability, scope or obligations of the indemnification defense provisions in Section 14.

15. **Indemnification.** In addition to the indemnifications set forth in Section 12, above, Licensee shall also indemnify, defend, and hold harmless Licensor, its elected and appointed officials, officers, employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense, to the extent directly or proximately

resulting from Licensee's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of Licensor, its elected and appointed officials, officers, employees, agents, or contractors. Licensor shall promptly notify Licensee of any claim, action or proceeding covered by this Section 15.

16. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Licensor's Property or to the Licensed Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Licensor's Property or the Licensed Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

17. **Eminent Domain.** If Licensor receives notice of a proposed taking by eminent domain of any part of the Licensed Premises or the Access/Utility Licenses, Licensor will notify Licensee of the proposed taking within fifteen (15) days of receiving said notice and Licensee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder other than payment of Rent for so long as Licensee remains in physical possession of the Licensed Premises; or (ii) remain in possession of that portion of the Licensed Premises and Access/Utility Licenses that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Licensed Premises and Access/Utility Licenses so taken.

18. **Right of First Refusal.** If, during the License term, Licensor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of any of the Licensed Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Licensor's interest in this Agreement including rent, or (vi) an option to acquire any of the foregoing, Licensor shall provide written notice to Licensee of said offer ("Licensor's Notice"). Licensor's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Licensor's Property is to be sold, a description of said portion. Licensee shall have a right of first refusal to purchase, at its election and on the same terms and conditions as in Licensor's Notice, a fee simple interest in Licensor's Property or the Licensed Premises or a perpetual easement for the Licensed Premises. If the Licensor's Notice is for more than the Licensed Premises, Licensee shall have the option of purchasing the property subject to Licensor's Notice in its entirety, or in the alternative, negotiating with the proposed purchaser to acquire a perpetual easement in only the Licensed Premises. If Licensee does not exercise its right of first refusal by written notice to Licensor given within thirty (30) days, Licensor may sell the property described in the Licensor's Notice. If Licensee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Licensee's right of first refusal shall survive any such conveyance.

19. **Sale of Property.** If during the Lease Term, Licensors sells all or part of Licensors Property, of which the Licensed Premises is a part, then such sale shall be subject to this Agreement.

20. **Surrender of Property.** Upon expiration or termination of the applicable Site Supplement, Licensee shall, within ninety (90) days thereafter, remove all above and below ground Improvements and restore the Licensed Premises to its original condition.

21. **Recording.** Licensee shall have the right to record a memorandum of the Agreement with the Sacramento County Recorder's Office. Licensors shall execute and deliver each such memorandum, for no additional consideration, promptly upon Licensee's request.

22. **Licensors Covenant of Title.** Licensors covenants that Licensors holds good and marketable fee simple title to Licensors Property and each of the Licensed Premises and has full authority to enter into and execute this Agreement. Licensors further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Licensee.

23. **Interference with Licensee's Business.** Licensee shall have the exclusive right to construct, install and operate Wireless Telecommunications Facilities that emit radio frequencies on Licensed Premises, subject to applicable law. Licensors agrees that it will not permit the construction, installation or operation on Licensed Premises of (i) any additional wireless telecommunications facilities or (ii) any equipment or device that interferes with Licensee's use of the Licensed Premises for a Wireless Telecommunications Facility, subject to applicable law. Each of the covenants made by Licensors in this Section is a covenant running with the land for the benefit of the Licensed Premises.

24. **Title Insurance.** Licensee, at Licensee's option, may obtain title insurance on each of the Licensed Premises and Access/Utility Licenses at Licensee's sole cost and expense. Licensors shall cooperate with Licensee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Licensors fails to provide the requested documentation reasonably necessary to Licensee for Licensee to obtain title insurance within thirty (30) days of Licensee's request, Licensee, at Licensee's option, may withhold and accrue, without interest, the Rent until such time as Licensee receives all such documentation.

25. **Default.**

a. Notice of Default; Cure Period. If there is a default by Licensors or Licensee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Licensors's or Licensee's obligations under this Agreement, the other party (the "*Non-Defaulting Party*") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and the Defaulting Party commences the cure within the sixty (60)

day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

b. Consequences of Licensee's Default. Licensor acknowledges that under the terms of this Agreement, Licensee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' written notice to Licensor. Accordingly, in the event that Licensor maintains any action or effects any remedies for default against Licensee resulting in Licensee's dispossession or removal, (I) the Rent shall be paid up to the date of such physical dispossession or removal and (ii) Licensor shall be entitled to recover from Licensee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent which shall be calculated at the highest value of the Rent which is in effect on the date of default and for the six month period thereafter. In no event shall Licensee be liable to Licensor for indirect or speculative damages in connection with or arising out of any default.

c. Consequences of Licensor's Default. If Licensor is in default beyond the applicable periods set forth above in Section 25(a), Licensee may, at its option, upon written notice: (i) terminate the affected Site Supplement or this Agreement if such default generally affects all of Licensed Premises, vacate the affected Licensed Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Licensor specified in such notice, in which case any expenditures reasonably made by Licensee in so doing shall be deemed paid for the account of Licensor and Licensor agrees to reimburse Licensee for said expenditures upon demand; (iii) take any actions that are consistent with Licensee's rights; (iv) sue for injunctive relief, and/or (v) set-off from Rent any amount reasonably expended by Licensee as a result of such default.

26. **Assignment, Sublease, Licensing and Encumbrance.** Licensee may assign this Agreement, in whole or in part, to a person or entity with demonstrated capacity to carry out Licensee's obligations under this Agreement. Licensee shall provide thirty (30) days prior written notice of such assignment to Lessor. Lessee may enter into subleases, licenses, or other authorizations ("Sub Authorizations") to allow a third party to utilize and operate from the Leased Premises, so long as such third party is licensed to utilize Wireless Telecommunications Facilities. Sub-Authorizations shall not require the consent of Lessor. This Agreement, and any Site Supplement, may be sold, assigned or transferred by the Licensee without any approval or consent of the Licensor to the Licensee's principal, Affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Licensor's Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Licensor and Licensee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

"LICENSOR"
The City of Sacramento

Date: _____

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

"LICENSEE"

GTE Mobilnet of California Limited Partnership,
dba Verizon Wireless, by Cellco Partnership, its
general partner

Date: 5/31/17 _____

By:  _____

Title: EVP, President of Consumer & Product Operations

APPROVED AS TO FORM:

EXHIBIT A-1

SITE SUPPLEMENT (4G SMALL CELL INSTALLATIONS)

1. **Supplement.** This is a Site Supplement as referenced in that certain Master Telecommunications Siting Agreement between Licensor and Licensee dated June 6, 2017 ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Project Description and Locations.** Licensee shall have the right to use Licensor's Property for a Wireless Telecommunications Facility at the designated areas at Licensor's Property as further described in Appendix 1 attached hereto (the "Licensed Area").
3. **Equipment.** The Wireless Telecommunications Facilities to be installed at the Licensed Area is described in Appendix 1 attached hereto.
4. **Term.** The term of this Site Supplement shall be as set forth in Section 3 of the Agreement.
5. **Rent.** Rent shall be waived for the term of this supplement.
6. **Commencement Date.** The commencement date of the Term shall be the date the site has been deployed and activated (the "Commencement Date"). Licensor and Licensee shall acknowledge in writing the Commencement Date (the "Acknowledgment").
7. **Approvals/Fiber.** It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. Upon such termination,

this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder.

Appendix 1 Licensed Area

EXHIBIT A-2

SITE SUPPLEMENT (5G SMALL CELL INSTALLATIONS)

1. **Supplement.** This is a Site Supplement as referenced in that certain Master Telecommunications Siting Agreement between Licensor and Licensee dated June 6th, 2017 ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Project Description and Locations.** Licensee shall have the right to use Licensor's property for a Wireless Telecommunications Facility at the designated areas at Licensor's property as further described in Appendix 1 attached hereto (the "Licensed Area").
3. **Equipment.** The Wireless Telecommunications Facilities to be installed at the Licensed Area is described in Appendix 1 attached hereto.
4. **Term.** The term of this Site Supplement shall be as set forth in Section 3 of the Agreement.
5. **Rent.** The parties agree to a cost-based attachment rate for 5G small cells consistent with the CPUC pole attachment rate formula in CPUC Decision 16-01-46, which may be adjusted annually by the City.
6. **Fees.** \$200/per small cell one-time administrative fee.
7. **Commencement Date.** The commencement date of the Term shall be the date the site has been deployed and activated (the "Commencement Date"). Licensor and Licensee shall acknowledge in writing the Commencement Date (the "Acknowledgment").
8. **Approvals/Fiber.** It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this

Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to Licensor.

Appendix 1 Licensed Area

EXHIBIT B

INSURANCE REQUIREMENTS

Licensee shall procure and maintain and shall cause any sublicensee to procure and maintain substantially the same coverage with substantially the same limits as required of Licensee (Licensee and sublicensees shall be referred to hereinafter, as the context dictates, as "Contractor"), for the duration of the Agreement and any applicable sublicense entered into under and pursuant to the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee or its employees.

Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage or its substantial equivalent.

Limits of Insurance

Contractor shall maintain limits of:

1. General Liability: \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate.
2. Commercial Automobile Liability with combined single limit of \$1,000,000 each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles.

Other Insurance Provisions

The general liability and automobile liability policies are to contain the following provisions:

1. The City, its officers, employees and volunteers shall be included as additional insureds as their interest may appear under this Agreement as respects: liability arising out of activities performed by contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability for Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificate of insurance evidencing coverage required by this clause. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

Subcontractors

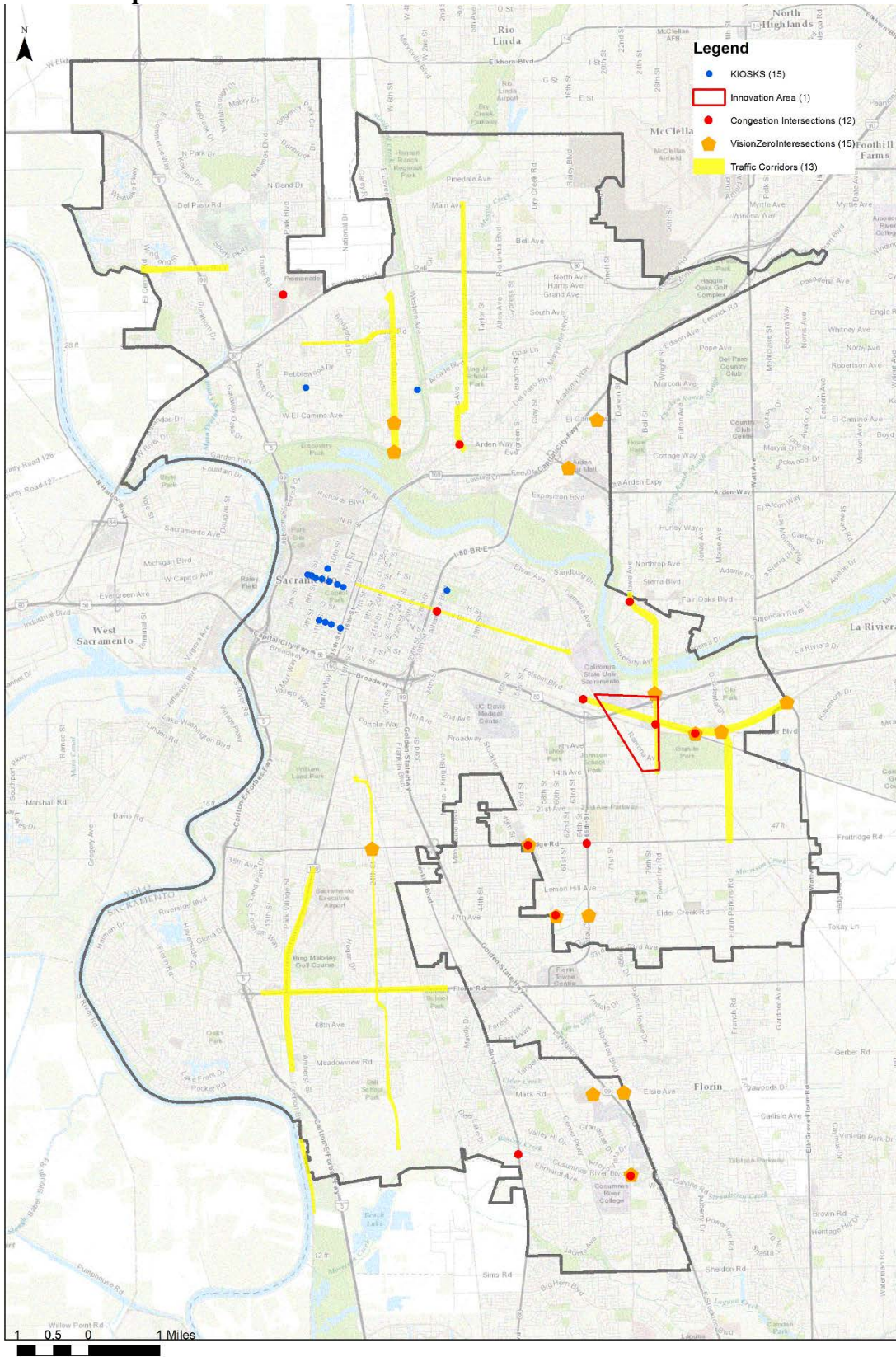
Contractor shall require any subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required by Contract.

Exhibit G
Site Maps & Locations Chart

Intersection Locations:

ID	Intersection	Vision		
		Zero	Traffic Congestion	Public Safety
1	Folsom Blvd & Watt Ave	X		TBD - select 10
2	Folsom Blvd & Juliard Dr	X		TBD - select 10
3	Folsom Blvd & Jackson Rd	X	X	TBD - select 10
4	Folsom Blvd & College Town Dr	X		TBD - select 10
5	Consumer River Blvd & Bruceville Rd	X	X	TBD - select 10
6	Mack Rd & Stockton Blvd	X		TBD - select 10
7	Elcamino Ave & Albatross Way	X		TBD - select 10
8	Mack Rd & Valley Hi Dr	X		TBD - select 10
9	Elder Creek Rd & 65th Exp Hwy	X		TBD - select 10
10	Elder Creek Rd & Stockton Blvd	X	X	TBD - select 10
11	Fruitridge Rd & Stockton Blvd	X	X	TBD - select 10
12	West Elcamino Ave & Northgate Blvd	X		TBD - select 10
13	Arden-Garden Connector & Northgate Blvd	X		TBD - select 10
14	Fruitridge Rd & 24th St	X		TBD - select 10
15	Arden Way & Sacramento Inn Way	X		TBD - select 10
16	Arden & Del Paso		X	
17	Power Inn & Folsom		X	
18	Truxel & Gateway		X	
19	Alhambra & Jst		X	
20	Consumes Rive & Franklin		X	
21	65th & Folsom		X	
22	65th & Fuirtridge		X	
23	Howe & Fair Oaks		X	

Location Site Map:



Small Cell Deployment Chart and Map

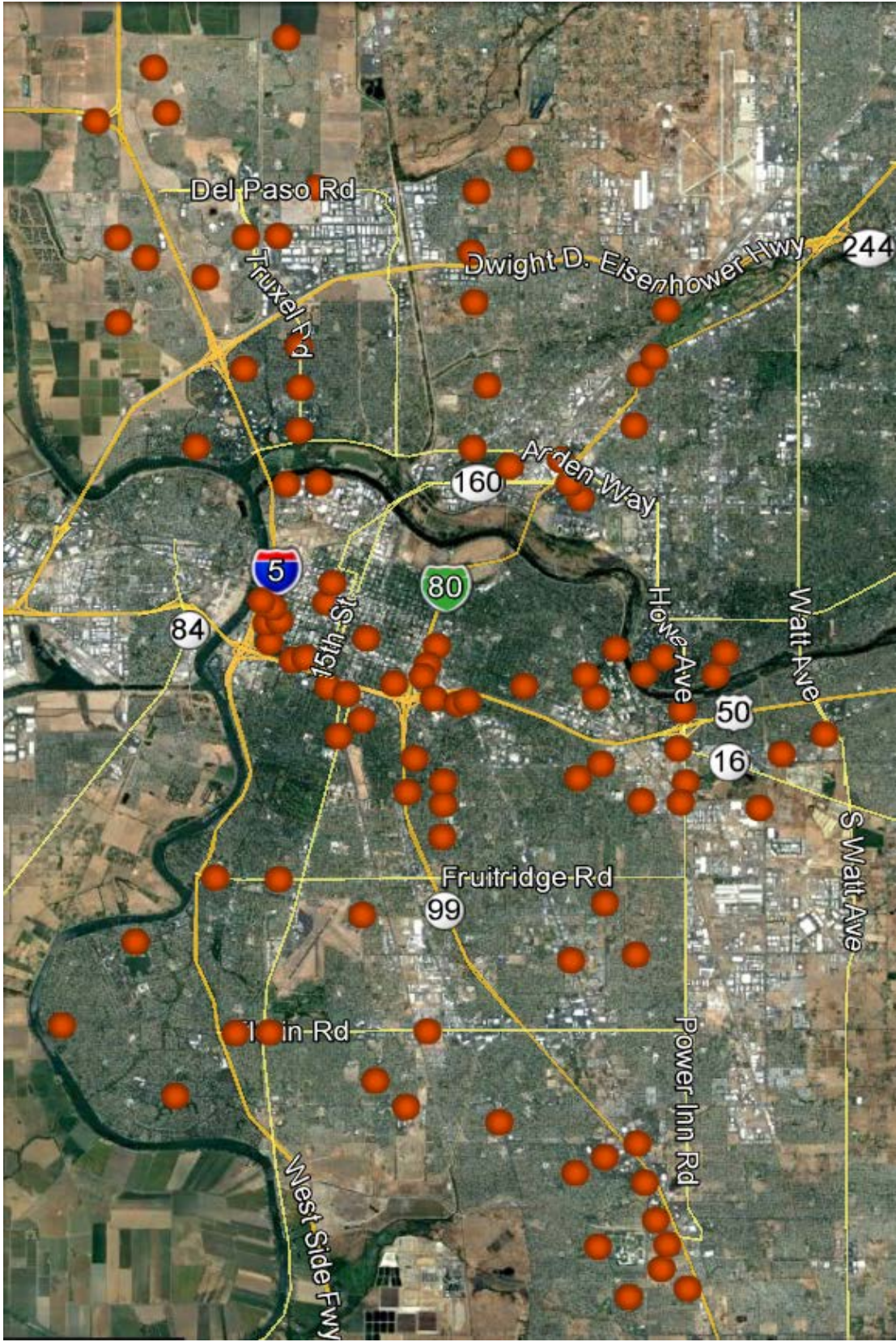
Sacramento, CA City Assets - Next 101 Nodes (Phase 2)				
Site ID	Lat	Long	OBJ CODE	Pole Owner
SC DT SACRAMENTO 024	38.566508°	-121.499370°	SLT-19855	Sacramento City
SC DT SACRAMENTO 041	38.570640°	-121.482412°	SLT-21634	Sacramento City
SC DT SACRAMENTO 048	38.581121°	-121.490267°	SLT-32660	Sacramento City
SC DT SACRAMENTO 049	38.577504°	-121.491620°	SLT-30511	Sacramento City
SC DT SACRAMENTO 050	38.577818°	-121.506533°	SLT-32763	Sacramento City
SC DT SACRAMENTO 051	38.576526°	-121.503934°	SLT-32884	Sacramento City
SC DT SACRAMENTO 052	38.573974°	-121.502410°	SLT-32750	Sacramento City
SC DT SACRAMENTO 053	38.573537°	-121.505405°	SLT-19898	Sacramento City
SC DT SACRAMENTO 054	38.569885°	-121.504737°	SLT-19557	Sacramento City
SC DT SACRAMENTO 055	38.566959°	-121.496416°	SLT-19453	Sacramento City
SC DT SACRAMENTO 056	38.562063°	-121.475981°	SLT-18609	Sacramento City
SC DT SACRAMENTO 057	38.599969°	-121.500833°	SLT-31287	Sacramento City
SC DT SACRAMENTO 058	38.600305°	-121.493450°	SLT-31249	Sacramento City
SC CENTRAL SACRAMENTO 019	38.559497°	-121.429462°	SLT-20198	Sacramento City
SC CENTRAL SACRAMENTO 021	38.558730°	-121.459106°	SLT-10843	Sacramento City
SC CENTRAL SACRAMENTO 022	38.561585°	-121.445979°	SLT-24171	Sacramento City
SC CENTRAL SACRAMENTO 033	38.56398	-121.418427	SLT-22919	Sacramento City
SC CENTRAL SACRAMENTO 038	38.539432°	-121.409945°	SLT-10376	Sacramento City
SC CENTRAL SACRAMENTO 040	38.548668°	-121.386690°	SLT-7821	Sacramento City
SC CENTRAL SACRAMENTO 043	38.517971°	-121.483278°	SLT-14850	Sacramento City
SC CENTRAL SACRAMENTO 045	38.5636	-121.431771	SLT-20925	Sacramento City
SC CENTRAL SACRAMENTO 046	38.524732°	-121.502481°	SLT-19120	Sacramento City
SC CENTRAL SACRAMENTO 049	38.547800°	-121.471241°	SLT-14563	Sacramento City
SC CENTRAL SACRAMENTO 050	38.568665°	-121.424850°	SLT-21083	Sacramento City
SC CENTRAL SACRAMENTO 051	38.543382°	-121.464649°	SLT-14309	Sacramento City
SC CENTRAL SACRAMENTO 052	38.541366°	-121.472861°	SLT-14380	Sacramento City
SC CENTRAL SACRAMENTO 053	38.539052°	-121.464611°	SLT-15365	Sacramento City
SC CENTRAL SACRAMENTO 054	38.532849°	-121.464826°	SLT-14392	Sacramento City
SC CENTRAL SACRAMENTO 059	38.520257°	-121.427354°	SLT-7719	Sacramento City
SC CENTRAL SACRAMENTO 061	38.510447°	-121.420240°	SLT-54978	Sacramento City
SC CENTRAL SACRAMENTO 065	38.525043	-121.517055	SLT-18505	Sacramento City
SC CENTRAL SACRAMENTO 069	38.569207°	-121.466144°	SLT-21071	Sacramento City
SC CENTRAL SACRAMENTO 078	38.567063°	-121.413956°	SLT-24218	Sacramento City
SC CENTRAL SACRAMENTO 079	38.567909°	-121.399699°	SLT-20965	Sacramento City
SC CENTRAL SACRAMENTO 080	38.563751°	-121.401893°	SLT-20984	Sacramento City
SC CENTRAL SACRAMENTO 081	38.556931°	-121.409588°	SLT-9982	Sacramento City

SC CENTRAL SACRAMENTO 082	38.549668°	-121.410560°	SLT-9985	Sacramento City
SC CENTRAL SACRAMENTO 083	38.552446°	-121.376823°	SLT-9837	Sacramento City
SC CENTRAL SACRAMENTO 084	38.538395°	-121.391809°	SLT-10615	Sacramento City
SC CENTRAL SACRAMENTO 085	38.543270°	-121.408788°	SLT-7762	Sacramento City
SC CENTRAL SACRAMENTO 086	38.539712°	-121.418928°	SLT-10361	Sacramento City
SC CENTRAL SACRAMENTO 087	38.546799°	-121.428250°	SLT-9930	Sacramento City
SC CENTRAL SACRAMENTO 088	38.544066°	-121.433584°	SLT-10824	Sacramento City
SC CENTRAL SACRAMENTO 089	38.558155°	-121.461252°	SLT-15402	Sacramento City
SC CENTRAL SACRAMENTO 090	38.559197°	-121.466786°	SLT-52395	Sacramento City
SC CENTRAL SACRAMENTO 091	38.563424°	-121.469394°	SLT-19073	Sacramento City
SC CENTRAL SACRAMENTO 092	38.565591°	-121.468259°	SLT-21524	Sacramento City
SC CENTRAL SACRAMENTO 093	38.561396°	-121.491174°	SLT-18636	Sacramento City
SC CENTRAL SACRAMENTO 094	38.560056°	-121.486920°	SLT-18842	Sacramento City
SC CENTRAL SACRAMENTO 095	38.555142°	-121.483391°	SLT-15388	Sacramento City
SC CENTRAL SACRAMENTO 096	38.552026°	-121.488780°	SLT-18635	Sacramento City
SC CENTRAL SACRAMENTO 097	38.509381°	-121.435146°	SLT-49202	Sacramento City
SC NORTH SACRAMENTO 001	38.679303	-121.531726	SLT-29803	Sacramento City
SC NORTH SACRAMENTO 010	38.611144°	-121.420655°	SLT-24151	Sacramento City
SC NORTH SACRAMENTO 011	38.620915	-121.419177	SLT-22008	Sacramento City
SC NORTH SACRAMENTO 017	38.655766°	-121.457062°	SLT-27457	Sacramento City
SC NORTH SACRAMENTO 018	38.644128°	-121.458297°	SLT-27125	Sacramento City
SC NORTH SACRAMENTO 020	38.661920°	-121.447119°	SLT-26874	Sacramento City
SC NORTH SACRAMENTO 021	38.604672°	-121.437536°	SLT-21932	Sacramento City
SC NORTH SACRAMENTO 022	38.633184°	-121.413230°	SLT-52702	Sacramento City
SC NORTH SACRAMENTO 025	38.624246°	-121.416003°	SLT-21998	Sacramento City
SC NORTH SACRAMENTO 030	38.626238°	-121.498071°	SLT-30876	Sacramento City
SC NORTH SACRAMENTO 032	38.606872°	-121.457904°	SLT-28010	Sacramento City
SC NORTH SACRAMENTO 038	38.685136°	-121.501091°	SLT-28551	Sacramento City
SC NORTH SACRAMENTO 039	38.670757°	-121.528677°	SLT-29246	Sacramento City
SC NORTH SACRAMENTO 040	38.669161°	-121.544980°	SLT-30475	Sacramento City
SC NORTH SACRAMENTO 041	38.646897°	-121.539920°	SLT-55497	Sacramento City
SC NORTH SACRAMENTO 042	38.643115°	-121.533542°	SLT-32628	Sacramento City
SC NORTH SACRAMENTO 043	38.647073°	-121.510379°	SLT-54908	Sacramento City
SC NORTH SACRAMENTO 044	38.647306°	-121.502908°	SLT-30619	Sacramento City
SC NORTH SACRAMENTO 045	38.656464°	-121.493964°	SLT-31957	Sacramento City
SC NORTH SACRAMENTO 046	38.639402°	-121.519685°	SLT-37496	Sacramento City
SC NORTH SACRAMENTO 047	38.630747°	-121.539706°	SLT-37384	Sacramento City
SC NORTH SACRAMENTO 048	38.621938°	-121.510705°	SLT-32786	Sacramento City
SC NORTH SACRAMENTO 049	38.618385°	-121.497740°	SLT-31577	Sacramento City
SC NORTH SACRAMENTO 050	38.610233°	-121.497993°	SLT-31648	Sacramento City
SC NORTH SACRAMENTO 051	38.607112°	-121.521711°	SLT-32605	Sacramento City
SC NORTH SACRAMENTO 052	38.634638°	-121.457538°	SLT-26312	Sacramento City

SC NORTH SACRAMENTO 053	38.618785°	-121.454554°	SLT-24888	Sacramento City
SC NORTH SACRAMENTO 054	38.603418°	-121.449329°	SLT-27632	Sacramento City
SC NORTH SACRAMENTO 055	38.600206°	-121.435539°	SLT-24153	Sacramento City
SC NORTH SACRAMENTO 056	38.597342°	-121.432946°	SLT-22653	Sacramento City
SC SOUTH SACRAMENTO 011	38.478514	-121.451656	SLT-590	Sacramento City
SC SOUTH SACRAMENTO 014	38.467039	-121.418179	SLT-2329	Sacramento City
SC SOUTH SACRAMENTO 017	38.454806	-121.428977	SLT-7567	Sacramento City
SC SOUTH SACRAMENTO 026	38.495404°	-121.512443°	SLT-19594	Sacramento City
SC SOUTH SACRAMENTO 027	38.495558°	-121.504635°	SLT-42116	Sacramento City
SC SOUTH SACRAMENTO 029	38.481391°	-121.473135°	SLT-914	Sacramento City
SC SOUTH SACRAMENTO 030	38.474517°	-121.419859°	SLT-566	Sacramento City
SC SOUTH SACRAMENTO 031	38.495818°	-121.468235°	SLT-3918	Sacramento City
SC SOUTH SACRAMENTO 034	38.486381°	-121.480245°	SLT-646	Sacramento City
SC SOUTH SACRAMENTO 038	38.446866°	-121.408327°	SLT-53068	Sacramento City
SC SOUTH SACRAMENTO 039	38.512792°	-121.535555°	SLT-6687	Sacramento City
SC SOUTH SACRAMENTO 040	38.496816°	-121.552527°	SLT-6936	Sacramento City
SC SOUTH SACRAMENTO 041	38.483381°	-121.526362°	SLT-7329	Sacramento City
SC SOUTH SACRAMENTO 042	38.468870°	-121.434174°	SLT-7021	Sacramento City
SC SOUTH SACRAMENTO 043	38.471890°	-121.427400°	SLT-478	Sacramento City
SC SOUTH SACRAMENTO 044	38.459928°	-121.415586°	SLT-3267	Sacramento City
SC SOUTH SACRAMENTO 045	38.455258°	-121.413027°	SLT-3799	Sacramento City
SC SOUTH SACRAMENTO 046	38.450638°	-121.414366°	SLT-41159	Sacramento City
SC SOUTH SACRAMENTO 047	38.445247°	-121.421862°	SLT-3750	Sacramento City

Total Phase 2
City Assets

DOWNTOWN	13
CENTRAL	39
NORTH	30
SOUTH	19
TOTAL	101



Verizon Logo Usage Guidelines

May 25, 2017



Logo

**Our logo is the way
we sign our name.**

**Use it proudly, with
purpose and rigor.**

Primary logo

**The primary version is the way we
sign our name.**

verizon ✓

One-color logo

When we can't use our primary logo due to reproduction constraints, use the one-color version as shown below.

verizon✓

Logo colors

The colors used in the positive version of the Verizon logo are red and black.

There is also a version of the logo with the Verizon wordmark in white, for use on dark-colored backgrounds.

verizon^v

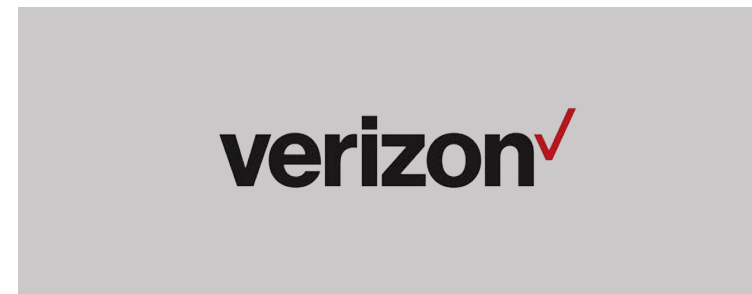
verizon^v

How we should present our logo

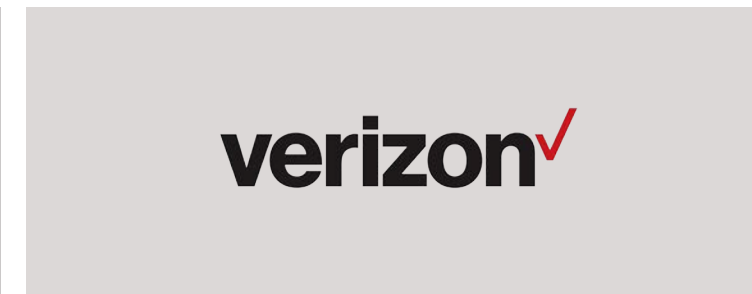
Only use the Verizon logo on backgrounds that ensure maximum legibility of the logo.

For instances when a logo is required for one-color applications, limited special-use versions of the logo have been provided.

Secure consent from the Verizon Brand Management team to use these marks.



Color positive over Cool Gray 3



Color positive over Cool Gray 1



Color positive over white (use for bills, receipts and web applications)



Color reverse over our special-use Cool Gray 10 (use special care when placing the reversed logo over any Verizon gray color; only reverse the logo over Cool Gray 3 or Cool Gray 10, never Cool Gray 1)



Limited special-use, one-color, reverse over black (for digital applications, promotional items and apparel)



Limited special-use one-color, positive over white (for bills, receipts and web applications)

Limited special-use, one-color versions of the logo have been provided. Secure consent from the Verizon Brand Management team to use these marks.

Clear space and minimum sizes

Primary logos

Use the primary logo files for widths of 1"/100px (desktop)/150px (mobile) or wider. For widths smaller than these, use the small-scale logos.

Clear space has been built into the logo files. Sizes indicated at right refer to the width of the actual artwork and do not include the clear space.

Clear space

Clear space is equal to the width of the checkmark.



Minimum size print



Minimum size digital: desktop



Note: logo is shown at 50% scale.

Minimum size digital: mobile



Note: logo is shown at 50% scale.

Small-scale logos

Use the small-scale logo files for widths between 0.5"/60px (desktop)/100px (mobile).

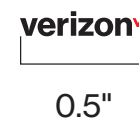
Clear space has been built into the logo files. Sizes indicated at right refer to the width of the actual artwork and do not include the clear space.

Clear space

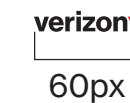
Clear space is equal to the width of the checkmark.



Minimum size print



Minimum size digital: desktop



Note: logo is shown at 50% scale.

Minimum size digital: mobile



Note: logo is shown at 50% scale.

Logo don'ts

Below are examples of incorrect usage of the logo.

Don't

Don't change any of the colors in the logo.



Don't stretch or warp the logo in any way.



Don't attempt to re-create the Verizon logo in any way.



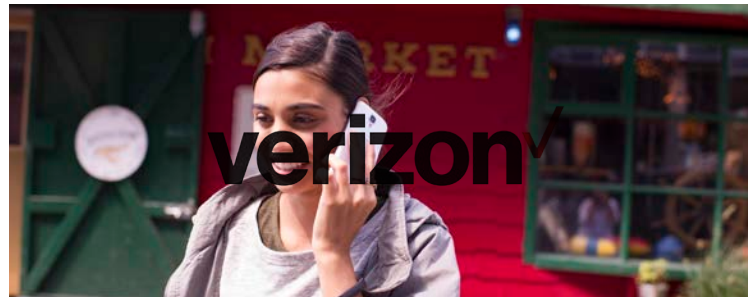
Don't make the logo transparent, overlay an image or add special effects to the logo.



Background misuse

When using our logo on colored backgrounds, it's important to make sure there is enough contrast.

Don't



Don't place the logo on photography that doesn't provide enough contrast.



Don't place the logo on the secondary color palette.



Don't place the color positive logo over black as the wordmark will not be visible.



Don't place the logo on non-approved colors.



Don't place the logo on patterns or busy backgrounds.



Don't place the reverse logo on light colored backgrounds.



Don't place the logo on red backgrounds, as the checkmark will not be visible.



Don't place the one-color logo on the secondary color palette.



Don't place the limited special-use reverse color logo over Verizon Red.

Logo misuse

Below are examples of incorrect usage of the logo.

Don't



verizon✓

Don't change the color of any part of the logo.



verizon✓

Don't lock up our logo with shapes or illustrations.



verizon✓
Time Management

Don't add elements to the logo to create new logos or names.



verizon✓
verizon✓
verizon✓

Don't add gradients or other effects to the logo or its background.



Switch back
to Verizon and
get \$300.
verizon✓

Don't violate the clear space around the logo.



verizon✓

Don't lock up our logo with other logos.



verizon✓communicator

Don't lock up our logo with product names or other words.



Don't use any elements of the logo separately unless pre-approved by the Brand Identity team.



verizon✓

Don't alter the logo in any way.

Primary logos

Preferred logos: Color positive



vz_pms_p.ai
vz_cmyk_p.ai
vz_rgb_p.ai
vz_150_rgb_p.png
vz_300_rgb_p.png

Color reverse



vz_pms_r.ai
vz_cmyk_r.ai
vz_rgb_r.ai
vz_150_rgb_r.png
vz_300_rgb_r.png

Limited special-use logos: One-color, positive



vz_1c_pms_p.ai
vz_1c_cmyk_p.ai
vz_1c_rgb_p.ai
vz_1c_150_rgb_p.png
vz_1c_300_rgb_p.png

One-color, reverse



vz_1c_cmyk_r.ai
vz_1c_rgb_r.ai
vz_1c_150_rgb_r.png
vz_1c_300_rgb_r.png

Usage guidelines

Use the color positive and color reverse files for widths of 1"/100px (desktop)/150px (mobile) or wider. For widths smaller than these, use the small-scale logos on the next page.

Whenever possible, we prefer to use the color positive versions of our logos. For instances when a logo is required for one-color applications, limited special-use versions of the logo have been provided. Secure consent from the Verizon Brand Management team to use these marks.

Notes:

- Reverse artwork is shown on a background for demonstration only.
- Never extract artwork from this PDF file or alter the final artwork. Always use approved logo artwork.
- Clear space has been built into the logo files. Sizes indicated refer to the width of the actual artwork and do not include the clear space.

File nomenclature for vector files

vz_pms_p.ai

Identifier	Color	Version	File format
vz Verizon logo	pms spot color for print cmyk process color for print rgb RGB for on-screen 1c one color	p positive r reverse	.ai native Illustrator vector file

File nomenclature for vector files

vz_150_rgb_p.png

Identifier	Version	File format
vz_150_rgb 150ppi Verizon RGB logo vz_300_rgb 300ppi Verizon RGB logo	p positive r reverse	.png PNG raster file for on-screen display

Small-scale logos

Preferred logos: Color positive

verizon✓

vz_small_pms_p.ai
vz_small_cmyk_p.ai
vz_small_rgb_p.ai
vz_small_150_rgb_p.png
vz_small_300_rgb_p.png

Color reverse

verizon✓

vz_small_pms_r.ai
vz_small_cmyk_r.ai
vz_small_rgb_r.ai
vz_small_150_rgb_r.png
vz_small_300_rgb_r.png

Limited special-use logos: One-color, positive

verizon✓

vz_small_1c_pms_p.ai
vz_small_1c_cmyk_p.ai
vz_small_1c_rgb_p.ai
vz_small_1c_150_rgb_p.png
vz_small_1c_300_rgb_p.png

One-color, reverse

verizon✓

vz_small_1c_cmyk_r.ai
vz_small_1c_rgb_r.ai
vz_small_1c_150_rgb_r.png
vz_small_1c_300_rgb_r.png

Usage guidelines

Use the small-scale logo files for widths between 0.5"/60px (desktop)/100px (mobile) or wider.

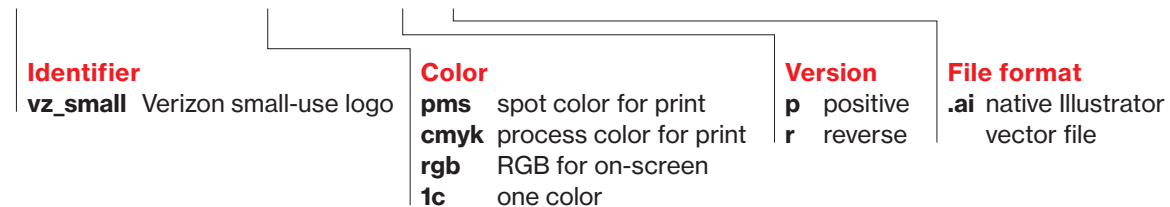
Whenever possible, we prefer to use the color positive versions of our logos. For instances when a logo is required for one-color applications, limited special-use versions of the logo have been provided. Secure consent from the Verizon Brand Management team to use these marks.

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- Clear space has been built into the logo files. Sizes indicated refer to the width of the actual artwork and do not include the clear space.

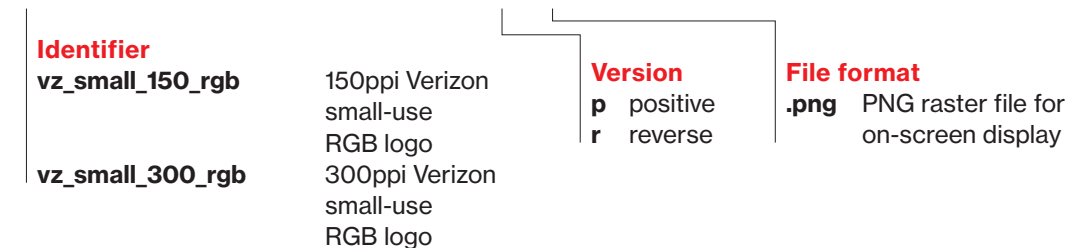
File nomenclature for vector files

vz_small_pms_p.ai



File nomenclature for vector files

vz_small_150_rgb_p.png



Brand compliance review

Please submit all work for Verizon brand compliance review.

To submit your work for compliance review, follow the steps on the right.

Your work will automatically be routed for review and you'll receive notification when your materials are ready with feedback.

Please email the Verizon Brand Identity team (BrandIdentity@VerizonWireless.com) with any questions or if you do NOT receive a submission confirmation email.

Step 1

Go to verizon.com/brandcompliance, fill out the submission form and attach your creative. You can also ask a brand-related question. Then click "Submit" (preferred browser is Chrome).

The screenshot shows the Verizon brand compliance submission form. It includes a header with the Verizon logo and the title "Submission for brand compliance review". Below the title, there is a paragraph of instructions and a list of "A few things to keep in mind" with bullet points. The form is divided into three main sections: "About you" with fields for Name and Email, and a dropdown for Agency or Verizon Group; "About your submission" with dropdowns for Verizon business area and Verizon client group/communications channel, and a text field for Submission title; and "Attach asset(s)" with a large dashed box for file uploads and a "Submit" button at the bottom right.

Step 2

Look for an email confirming receipt with your submission reference number.

The screenshot shows an email receipt from Verizon. The subject is "We've received your work". The body of the email includes a thank you message, a reference number (#90957), and details about the submission, such as the project description, agency (Moxie), client (CRMECRM), and business unit (Wireless). It also lists the total assets uploaded and provides a link to the submission page.

Step 3

Receive a direct link to view consolidated feedback when ready.

The screenshot shows an email completion message from Verizon. The subject is "Your review is complete". The body of the email includes a thank you message, a reference number (#90957), and a link to view consolidated feedback. It also states that no need to resubmit work, as feedback will be implemented.

Thank you!