

**NON-EXCLUSIVE LICENSE AGREEMENT
BETWEEN THE CITY OF ROUND ROCK
AND GOOGLE FIBER TEXAS LLC
FOR THE USE OF CITY PUBLIC RIGHT-OF-WAY FOR
NETWORK FACILITY INSTALLATION**

This License Agreement ("**Agreement**") is by and between the City of Round Rock, a home rule charter city and municipal corporation organized and existing under laws of State of Texas ("**Municipality**"), and Google Fiber Texas LLC, a Texas limited liability company and its subsidiaries, successors, or assigns ("**Licensee**").

RECITALS

- A. Municipality has jurisdiction over the use of the public rights-of-way in Municipality, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public rights-of-way, including related facilities such as medians, parkways, sidewalks, traffic signals, and signs, public way, or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of Municipality ("**Public ROW**").
- B. Licensee desires, and Municipality desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("FTTP Network") for the purpose of offering communications services ("Services"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Services") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in Municipality ("Customers").
- C. The FTTP Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wire, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

In consideration of the mutual promises made below, Municipality and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Municipality grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the FTTP Network and the related Network Facilities (the "**Work**") in order to offer Services to residents and businesses in Municipality. This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other Municipality property, including poles and conduits, shall be governed under a separate Agreement regarding that use.

- 1.2. Subject to State and Local Law. This Agreement and the License are subject to Municipality's valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.3. Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7. Non-Discrimination. Municipality's grant of the License shall be open, comparable, nondiscriminatory, and competitively neutral.
- 1.8. Compliance with City Ordinances. Licensee acknowledges that it is familiar with the requirements of the Code of Ordinances of the City of Round Rock, **Chapter 44, Article III. Street Cutting Regulations** and **Article IX. Public Rights-of-Way Management**, and agrees to comply with same, or any deviations from the Code authorized by the Municipality. Licensee also agrees that it will comply with the Municipality's Design and Construction Standards ("DACs"), or any deviations from the DACs authorized by the Municipality, and all other relevant ordinances of the Municipality.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain Municipality's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Licensee will provide to Municipality any information lawfully required by Municipality. Licensee will pay all lawful processing, field marking, engineering, and inspection fees before Municipality issues individual permits.

- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work.
- 2.4. Undergrounding. Licensee will install or relocate its Network Facilities underground in those areas and portions of Municipality where all transmission and distribution facilities of the public utilities providing electric and communications services are required by Municipality ordinance to be placed underground. If, however, any third-party electricity or communications transmission or distribution facilities remain above ground, Licensee may install or keep and retain its Network Facilities above ground.
- 2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. Non-Interference. Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by Municipality. Licensee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer or other utility facilities.
- 2.7. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Licensee will promptly repair any damage to the Public ROW, Municipality property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage.
- 2.9. Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by Municipality if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.10. Cooperation in Joint Trench Opportunities. Licensee will cooperate with Municipality in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with Municipality and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently

compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with Municipality or the third-party, as applicable. Licensee shall make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.

- 2.11. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

3. Municipality's Obligations.

- 3.1. Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. Municipality will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse Municipality under this section shall be separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Removal of Abandoned Network Facilities. If Licensee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Licensee will notify Municipality and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW for a legitimate governmental purpose, such as the construction of a new water or sewer line or the relocation of a public road, Licensee will, upon written notice from Municipality, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Licensee's interest in maintaining the integrity and stability of its FTTP Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the

relocation, and other relevant facts and circumstances, except that Municipality may not require Licensee to relocate or remove its Network Facilities with less than 120 days' notice.

- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW or Municipality property for a non-governmental (e.g., commercial) purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless Municipality or the third party enters into an agreement with Licensee under which Municipality or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than 120 days; and (c) agree to reimburse all of Licensee's reasonable direct and indirect costs, expenses, and losses associated with the requested relocation.
- 3.5. Non-Discrimination. Municipality will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by Municipality.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to Municipality on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A** ("**Authorized Individuals**"). Municipality will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. License Fee. Licensee will pay Municipality a fee ("**License Fee**") which shall compensate Municipality for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and Municipality acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other

Municipality property as authorized. The License Fee shall begin accruing on the License Commencement Date and be calculated as follows:

5.1. License Fee. Licensee shall pay Municipality one percent (1%) of Gross Revenues for a calendar quarter, remitted within 45 days of the end of each calendar quarter, commencing on the first date on which Licensee receives any Gross Revenues (as defined below). The payment shall be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the Municipality to determine the accuracy of the payment.

5.1.1. As used herein, “**Gross Revenues**” means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Licensee from the provision of Broadband Services using the FTTP Network. Gross Revenues shall include all consideration paid to Licensee or its direct parent’s subsidiaries, solely to the extent any such entity offers Broadband Services that are provided through Network Facilities located at least in part in Public ROW which includes but is not limited to:

- (i) all fees charged to end-user Customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and
- (ii) any fee imposed on Licensee by this Agreement that is passed through and paid by Licensee’s end-user Customers (including without limitation the License Fee set forth in this Agreement).

5.1.2. For the purposes of this section, Gross Revenues does not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to end-user Customers, leased access providers, or Municipality;
- (iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser’s customer;
- (iv) revenue derived from the provision of Services to end-user Customers where none of the Network Facilities used to provide such Services are located in Public ROW;
- (v) any forgone revenue from Licensee’s provision of Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;



- (vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;
 - (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its Customers;
 - (ix) any tax of general applicability imposed upon Licensee or its end-user Customers by Municipality or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
 - (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barbers, services, or other items of value shall be included in Gross Revenues; and
 - (xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Licensee.
- 5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, that subscriber's pro rata amount of the License Fee.
- 5.3. Audit. Municipality may examine the business records of Licensee as permitted under state or local law, but in any event only during reasonable times and following no less than thirty (30) days' prior written notice, and only to the extent reasonably necessary to ensure compliance with this Section 5. Licensee shall keep all business records reflecting its gross revenues for at least three (3) years. Municipality may, in the event of a dispute concerning compensation under this Section 5, bring an action in a court of competent jurisdiction.
- 5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 60 days from the specified due date shall be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date, plus one percent.
- 5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection by any franchising authority of any franchise fee from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the franchise fee paid by any provider of video programming or communications services is based to a percentage that is lower than

the Revenue Percentage, then Licensee shall have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the Revenue Percentage shall be commensurately reduced.

6. **Indemnification.**

- 6.1. **Obligations.** Licensee will defend and indemnify Municipality, its officers, elected representatives, and employees from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death to the extent caused by gross negligence, recklessness, or intentional wrongful conduct of Licensee or its contractors arising from this Agreement or the License ("**Claims**"); provided, however, that indemnification relating to personal injury of employees will not apply to any Claims made by Municipality's employees that are covered under applicable workers' compensation laws.
- 6.2. **Notice of Claims.** Municipality shall give prompt written notice to Licensee of any Claim or threatened Claim no later than fifteen (15) calendar days after Municipality receives written notice of the action, suit, or proceeding. Municipality's failure to give the required notice will not relieve Licensee from its obligation to indemnify Municipality unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 6.3. **Defense.** Licensee will have the right at any time, by notice to Municipality, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to Municipality. Municipality agrees to cooperate fully with Licensee and Municipality shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any Claim, Licensee shall be bound by the results obtained by Municipality with respect to the Claim. If Licensee assumes the defense of a Claim, then in no event will Municipality admit any liability with respect to, or settle, compromise or discharge, any Claim without Licensee's prior written consent.

7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

8. **Performance Bond.** If Licensee has not previously provided Municipality with a performance bond under any prior agreement, Licensee shall, promptly after the License Commencement Date, provide Municipality with a performance bond in the amount of ten thousand dollars (\$10,000) naming Municipality as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Licensee's election, any performance bond previously provided by Licensee to Municipality and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.

9. **Insurance.**

9.1. Licensee will carry and maintain the following insurance:

9.1.1. Commercial General Liability (CGL), with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage, and \$5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

9.1.2. Workers' Compensation with policy limits not less than the Municipality's requirements.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Municipality's insurance compliance representative at the following address:

City of Round Rock
Human Resources Dept. – Attn: Risk Manager
231 E Main Street Suite 100
Round Rock, TX 78664

10. Effective Date and Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The License will expire automatically on the twentieth anniversary of the License Commencement Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the License will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. Termination.

11.1. Termination by Municipality. Municipality may terminate this Agreement if Licensee is in material breach of the Agreement, provided that Municipality must first provide Licensee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred eighty (180) days' after Licensee's receipt of notice from Municipality of any material breach.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.



12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to Municipality, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in Municipality connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in Municipality if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee shall remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to Municipality to the address set forth in Municipality's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

14. General Provisions. This Agreement is governed by the laws of the state where Municipality is located. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together

will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]



Signed by authorized representatives of the parties on the dates written below.

LICENSEE: Google Fiber Texas LLC

MUNICIPALITY: City of Round Rock

(Authorized Signature)

(Name)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Date: _____

Craig Morgan, Mayor

Address:

221 E. Main St.
Round Rock, Texas 78665

Date: _____



**EXHIBIT A
FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of [Placeholder]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the License Agreement dated _____ between the City of Round Rock and Google Fiber Texas LLC ("Google Fiber"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the Municipality on behalf of Google Fiber. *[If applicable: This letter amends and supersedes the Letter of Authorization dated _____.]*

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

[Name]

Manager, Google Fiber Texas LLC

GOOGLE FIBER CONFIDENTIAL

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