

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Andrew Kutler
 Phone: 2105829784 ext:
 Cell Phone: 2102439751
 Email: andrew.kutler@charter.com

Order # 12088854

Customer Information: Customer Code		
Business Name	GREGORY- PORTLAND ISD (HQ)	Customer Type:
Billing Address		
Attention To:		Account Number
608 COLLEGE ST PORTLAND TX 78374		8260181130034883
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Andrew Guerra	(361) 777-1089	aguerra@g-pisd.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Andrew Guerra	(361) 777-1091	aguerra@g-pisd.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Andrew Guerra	(361) 777-1089	aguerra@g-pisd.org

Irwin Whistler

E-signed 2020-08-21 12:37PM PDT

irwin.whistler@charter.com

Fiber Internet and Ethernet Service Order Information For 4600 Wildcat Dr Portland TX 78374

Site Name	Address Location	Location Type	Bandwidth
	4600 Wildcat Dr Portland, TX 78374		

New and Revised Services and Monthly Charges At 4600 Wildcat Dr , Portland TX 78374

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Fiber Internet 10Gbps	1	\$6,480.00	\$6,480.00	12 Months
Fiber Internet-Service Upgrade within the term	1	\$0.00	\$0.00	12 Months
*Total			\$6,480.00	

*Prices do not include taxes and fees.

One Time fees At 4600 Wildcat Dr , Portland TX 78374

Description	Quantity	Sales Price	Total
Fiber Internet Access Change Fee	1	\$0.00	\$0.00
Total			\$0.00

*Prices do not include taxes and fees.

Irwin Whistler

E-signed 2020-08-21 12:37PM PDT

irwin.whistler@charter.com

Special Terms

Spectrum hereby agrees the Service ordered hereunder is an upgrade to existing Service at the Service (Location/Address) and, in this case, will not require an extension to the initial Term. Therefore, the Term of this upgrade Order shall end on the expiration of the initial Term and shall then be subject to any renewal terms set forth herein or in the Agreement.

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Irwin Whistler

E-signed 2020-08-21 12:37PM PDT

irwin.whistler@charter.com

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

MCavazos

Customer

Michelle Cavazos

Printed Name

8/21/2020

Date

Irwin Whistler

Irwin Whistler (Aug 21, 2020 12:37 PDT)

Charter Communications Operating, LLC

By: Charter Communications, Inc. Its Manager

Irwin Whistler

Printed Name

Aug 21, 2020

Date

Irwin Whistler

E-signed 2020-08-21 12:37PM PDT

irwin.whistler@charter.com






Gregory Portland ISD - 10GBPS Upgrade - Signed Agreement

Final Audit Report

2020-08-21

Created:	2020-08-21
By:	Andrew Kutler - National (andrew.kutler@charter.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5mbOTOHkZb7nV6zkgrLjN-OYY-1Mf5Ed

"Gregory Portland ISD - 10GBPS Upgrade - Signed Agreement" History

-  Document created by Andrew Kutler - National (andrew.kutler@charter.com)
2020-08-21 - 7:30:33 PM GMT- IP address: 142.136.4.203
-  Document emailed to Irwin Whistler (irwin.whistler@charter.com) for signature
2020-08-21 - 7:31:49 PM GMT
-  Email viewed by Irwin Whistler (irwin.whistler@charter.com)
2020-08-21 - 7:37:08 PM GMT- IP address: 173.196.214.237
-  Document e-signed by Irwin Whistler (irwin.whistler@charter.com)
Signature Date: 2020-08-21 - 7:37:32 PM GMT - Time Source: server- IP address: 173.196.214.237
-  Signed document emailed to Andrew Kutler - National (andrew.kutler@charter.com) and Irwin Whistler (irwin.whistler@charter.com)
2020-08-21 - 7:37:32 PM GMT

Spectrum Enterprise

Proposal for Gregory-Portland Independent School District

Submission Date: 2/14/2020

Presented To:
Andrew Guerra
Director of Instructional Technology
608 College St
Portland, TX 78374
aguerra@g-pisd.org

Presented By:
Andrew Kutler
Strategic Account Executive - Gov't/Education
1900 Blue Crest Ln
San Antonio, TX 78247
(210) 510-3757
andrew.kutler@charter.com

318212

Contract
ID

Friday, February 14, 2020

Andrew Guerra
Director of Instructional Technology
Gregory-Portland Independent School District
608 College St
Portland, TX 78374
aguerra@g-pisd.org

Dear Mr. Guerra:

Spectrum Enterprise¹ is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Internet that will enable Gregory-Portland Independent School District to meet its technology needs.

Continuing our partnership ensures Gregory-Portland Independent School District will continue to benefit from a strong telecommunications foundation, and maximizes Gregory-Portland Independent School District ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. As you are aware, Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country making us one of the top service providers within the E-rate program.

Thank you for the opportunity to submit this response to your RFP. We are available to discuss our submission in further detail at your convenience.

Sincerely,

Andrew Kutler
Strategic Account Executive - Gov't/Education

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.

LEGAL DISCLAIMER and SUMMARY

This proposal shall not be considered an acceptance of any offer by Gregory-Portland Independent School District or otherwise create a binding contract between Gregory-Portland Independent School District and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Gregory-Portland Independent School District may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. *The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.*

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer will be affected requiring Spectrum to review any such partial acceptance before final bid approval.

TABLE OF CONTENTS

Legal Disclaimer And Summary 5

Executive Summary 7

Spectrum Service Proposal 9

Fiber Internet Access..... 10

Spectrum’s Response To Gregory-Portland Independent School District..... 12

Bid Proposal Form 33

Soq Questionnaire 37

Reference Request Form..... 42

Conflict Of Interest Questionnaire 43

Felony Conviction Notice 44

Non-Collusion Statement 45

Suspension Or Debarment Certificate 46

Sample Contract..... 47

Contract Addendum..... 78

Prohibition On Contracts With Companies Boycotting Israel..... 79

Certificate Of Insurance..... 80

Fiber Internet Access Service Level Agreement 81

EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Gregory-Portland Independent School District with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries
Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today's technology more affordable.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

School Districts Succeed With Dedicated Fiber Solutions

Reliable and resilient fiber power Give your campus reliable, fast access to makerspace and digital learning resources on an advanced fiber network infrastructure.	Scalable, on-demand bandwidth Easily scale bandwidth to meet growing educational data demands. Our Dedicated Internet Access can
---	---

Strong service level agreements
Protect your network with strong service level agreements (SLAs). Our SLAs set performance benchmarks for reliability and responsiveness for repair and restoration.

seamlessly scale to meet the campus needs of today and tomorrow.

Local, dedicated account service and support

Back your education solutions with 24/7 proactive monitoring and local, dedicated account support teams.

Bundled solutions for your budget
Discover where you can create efficiencies and bundle cloud, network, voice, television, and Internet services for exceptional value.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting Gregory-Portland Independent School District will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience, and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Gregory-Portland Independent School District, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of Spectrum's Service Agreement and Commercial Terms of Service (the "Service Agreement"), incorporated into this response by reference and made a part thereof, which, along with any applicable Service Level Agreement, shall govern the contractual relationship between the parties (the "Contract") and the provision of the services (the "Services") under the Contract. <https://enterprise.spectrum.com/legal/service-agreement-terms-and-conditions.html>

Investment for Spectrum Services Based on Various Terms

Pricing is provided only for the sites shown in the Pricing Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

In the event a Service Location is under an existing Spectrum Service Agreement, pricing and Service(s) (if different from those currently being provided by Spectrum) proposed under this proposal are not available until the existing Order Term has been fulfilled under the terms of such existing Service Agreement and the applicable Service Order.

* MRCs and NRCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Service Agreement.

FIBER INTERNET ACCESS

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue.

Fiber Internet Access overview

Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity—ranging from 25 Mbps to 10 Gbps—backed by industry-leading service-level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable, as well as consistent, speeds because of Spectrum Enterprise's fiber-rich network.

When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

Product

- ▶ **Integrate Robust Managed Network Security:** Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee

Product highlights

- ▶ **Enable High-bandwidth connectivity:** Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- ▶ **Maximize Internet speeds:** Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- ▶ **Ensure reliability regardless of location:** Get reliable connectivity whether your business is in a metropolitan or outlying area
- ▶ **Enable end-to-end security:** Dedicated connectivity is delivered over Spectrum Enterprise's secure, fiber-rich network
- ▶ **Ensure maximum performance and uptime:** Proactive monitoring is offered 24/7/365
- ▶ **Rely on dedicated support:** Spectrum Enterprise Technical Specialists are available 24/7/365

PRODUCT BRIEF FIBER INTERNET ACCESS

Technical Specifications Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- ▶ Provisioned on our advanced fiber-rich network from the client premises to one of many Spectrum Enterprise hub locations throughout the Spectrum Enterprise network footprint
- ▶ Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- ▶ Fiber access circuit is unsusceptible to electromagnetic interference

Internet Access Demarcation

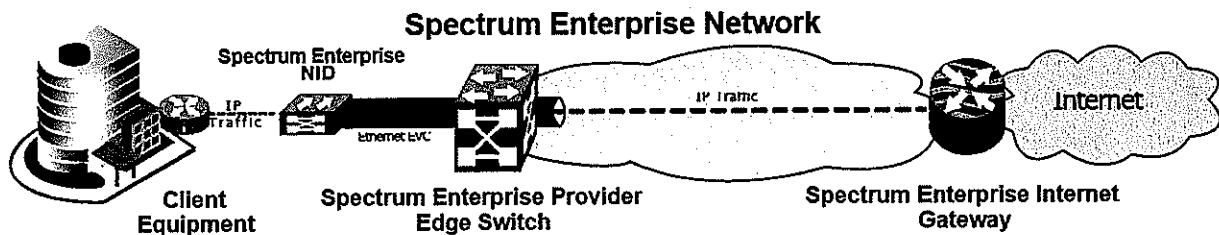
- ▶ Fiber connections to the Spectrum Enterprise network are managed by a dedicated network interface device
- ▶ All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network

Routing

- ▶ Routing options are static routing or border gateway protocol (BGP)

Static IP Addresses

- ▶ IP address space is included
- ▶ Spectrum Enterprise offers dual stacking of IPv4 and IPv6 address space



Learn more
enterprise.spectrum.com

SPECTRUM'S RESPONSE TO GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

Spectrum is pleased to submit this formal proposal for Internet Service to Gregory-Portland Independent School District (alternatively, "Customer", "the District" and/or "GPISD"). On the pages to follow, Spectrum has responded to your Request for Proposal and addressed each requirement to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. Whenever possible, we linked our responses back to your needs to show you not only what we offer, but also why it matters to you. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for you.

As the second largest cable operator in the United States, Spectrum can provide customized solutions in several marketplaces that are unified, powerful, cost-effective, easily managed, and perhaps most importantly, reliable.

Spectrum owns and operates our network from end-to-end and offers one phone number to call after installation for all support and service inquiries. There is never any question as to how to get help, or who will be supporting you should you ever need assistance.

- ▶ **Service and Savings:** Owning our network allows us to not only manage and monitor your services, but also pass cost savings on to our end customers with highly competitive rates
- ▶ **Reliable connectivity:** With dedicated connectivity up to 10 Gbps, Spectrum can offer the newest technology and services
- ▶ **Adaptability:** Spectrum offers future-proof solutions that are scalable and flexible to adapt to our customers changing requirements
- ▶ **Service:** We serve all of our customers with a dedicated team of Account Executives with supporting teams that understand complex requirements for acquiring, funding and installing solutions like yours

We understand that not all businesses have the same needs and are committed to working with our clients to move past limitations, integrating the most valuable solutions, and achieving greater success together. We invite you to review the following response and discover how Spectrum can provide a solution for you. Our customers value our knowledge and understanding of their challenges, objectives, operating environments, and rely on our accumulation of best practices from the industry. We realize that your initiatives can often create more ways to use our services than was originally anticipated, so you need to be able to adapt quickly, as demand increases. Since we design solutions that solve your specific needs and anticipate future growth needs, we know that you will achieve the results that you expect from your broadband provider now, and into the future.

**Gregory-Portland ISD
Request for Proposal**

Internet Access Services

I. Background Information

The Gregory-Portland ISD (GPISD) wishes to receive competitive sealed proposals for Internet Access Services for E-Rate Funding Year 23 (2020-2021) that is renewable at the discretion of G-PISD for two additional one-year terms.

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location and bandwidth information.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

Upon award, Spectrum can negotiate optional renewal terms in addition to Spectrum's standard month to month renewal terms.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and GPISD may or may not undertake it at its sole discretion.

Customer's Service Order will include the following E-rate Contingency:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in

accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to the District to assist with the applicable paperwork.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final

II. Instructions to Proposers

1. Written response packets shall be submitted to:

Andrew Guerra
Director of Instructional Technology
Gregory-Portland ISD
608 College St.
Portland, TX 78374

Spectrum understands and has complied.

2. All responses must be received at the District Office at 608 College St., Portland, TX 78374 no later than February 14, 2020, at 2:00 pm CST. Responses must be submitted in a sealed envelope clearly labeled "GPISD Internet Service Proposal."

Spectrum understands and will comply.

3. Questions regarding the RFP shall be directed to:

Andrew Guerra

aguerra@g-pisd.org
Fax: (361) 777-4264

All questions must be submitted in writing via fax, email or letter no later than January 24, 2020, at 3:00 pm CST. Proposals should be accompanied by brochures and product cut sheets providing technical specifications for services and systems described in this RFP. If the literature differs in any manner from the systems and equipment being proposed, the differences must be explained.

Spectrum understands and has complied.

4. The proposer/vendor will provide a copy of its Service Level Agreement (SLA) indicating response times on all network outages, Resolution Management for such outages and an Escalation List.

Performance of Service shall be governed by Spectrum's SLAs and Spectrum has included copies of, and hereby incorporates, its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

5. Identify and list all intended subcontractors to be used for this project. The selected vendor shall be responsible to the District for all work performed either by its own personnel or its subcontractors.

Specific subcontractors, if needed, will be named once the project team has been established after the time of award. Spectrum shall have the right to select and use subcontractors in the performance of Services under the Service Agreement in its sole discretion and without the approval of Customer; provided that Spectrum will be liable for all such subcontractor work. Each subcontractor shall comply with all federal, state and local laws as applicable. Subcontractors shall maintain the usual and customary types of insurance requirements as required by Spectrum. Spectrum has a stringent evaluation process in the hiring of all subcontractors. Criteria for which a subcontractor may be evaluated in prior to becoming a Spectrum subcontractor may include:

- ▶ Engineering services, installation and construction capabilities
- ▶ Equipment
- ▶ Past history of completed projects
- ▶ Prior litigation history
- ▶ Quality assurance program
- ▶ Training process
- ▶ Written safety manual and program
- ▶ Written technical program
- ▶ Certifications

6. The vendor will assign a qualified and experienced Project Manager and will provide the resume of projects for the past 5 years.

Spectrum understands and will comply. Upon award, Spectrum will assign a Project Manager; a customer focused expert, who will manage your project's implementation and communicate with you every step of the way. After implementation, Spectrum will assign an Account Manager who will be

responsible for account maintenance, billing accuracy, and consultation on future needs.

7. Vendor shall propose a contract for E-rate Funding Year 23 (2020-2021) that is renewable for two additional one-year terms at the same price. Renewals will be at the discretion of the GPISD. Sample three-year (1+2) contract to be included with response. (Must be a contract for a 1-year initial term with G-PISD option to extend for a two (2) additional one year terms at the same price).

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location and bandwidth information.

Upon award, Spectrum can negotiate optional renewal terms in addition to Spectrum's standard month-to-month renewal terms.

Spectrum has included its Service Agreement as Exhibit 1.

8. The vendor shall provide a minimum of three (3) references consisting of similar work and scope.

Spectrum understands and has complied.

9. Vendor shall provide company/organization, address, contact name and telephone number.

Andrew Kutler
Charter Communications Operating, LLC
1900 Blue Crest Lane | San Antonio, TX, 78247

10. GPISD will be applying for E-rate funding for this project. Vendor's proposal must demonstrate Vendor's knowledge and experience, and a successful track-record, in dealing with E-rate funded projects and in compliance with E-rate program rules. Proposers must be in good financial standing with the FCC in accordance with the Red Light Rule. All contracts issued under this funding shall include a clause requiring awarded vendors to notify G-PISD immediately if any letter of non-compliance from the Schools and Library Division of the USAC or audit failure is received by the vendor. Proposers must agree to all e-rate processing rules. E-rate applications will be submitted using the successful Vendor's SPIN number. Vendor must provide their SPIN number in their proposal. GPISD reserves the right to cancel the project, or any part of the project, upon failure to receive E-rate funding.

Charter Communications Operating, LLC SPIN is 143050436.

Customer's Service Order will include the following E-rate Funding Contingency:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to The District to assist with the applicable paperwork.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final bid acceptance.

III. Internet Access Service Requirements

The Internet Access Service requires:

1. Internet access service to be delivered to the Gregory-Portland Middle School – Data Center at 4600 Wildcat Dr. Portland, TX 78374.

Spectrum understands.

2. The district desires the ability to increase bandwidth in the future to meet demand. Proposals shall include rates for higher bandwidth connection and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands. The district would like to see the cost of additional bandwidth based on 1 GB increments, up to 10 GB.

Customer may add Services or, if applicable, increase speed and bandwidth of Services during the Order Term of the Service Agreement by notifying Spectrum of the desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, by paying the corresponding increase in monthly recurring charges for such additional Services or increased speed and bandwidth and construction and installation costs (if any). Customer shall not reduce Services or decrease speed and bandwidth from those set forth under the Service Order except as provided in the Service Agreement or as otherwise agreed to in writing by Spectrum.

3. The dedicated internet access shall deliver a minimum of 1GB (or agreed alternate higher mbps) service at all sites and shall terminate on an RJ45 standard Ethernet jack with a 1 Gigabit full duplex handoff, or fiber equivalent. The exact site of the demark shall be determined by GPISD technical staff in the MDF (Main Distribution Facility).

Spectrum understands.

4. The network will be fully operational by 7/1/2020. The term "fully operational" is defined as reliable 1GB (or agreed alternate higher gbps) Internet connectivity without failures for at least 72 hours.

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to

delays resulting from normal installation procedures or events beyond Spectrum's control.

5. District may cancel services to the school without penalties after a 30-day notice to vendor.

Spectrum does not charge "penalties" associated with cancellation or termination of a Service Order. Rather, Spectrum requires Customer to pay liquidated damages for early termination of an applicable Service Order where that termination is for Customer's convenience or due to Customer's default. Please see Section 13, Default, Suspension of Service and Termination of Spectrum's Service Agreement, attached hereto and incorporated herein.

Notwithstanding the foregoing, the following provision for portability may be added to Customer's Service Order: After the first twelve (12) months of the Initial Order Term, if Customer is vacating or otherwise leaving a Service Location ("Closed Location") prior to the end of the Initial Order Term, Customer may elect, upon at least sixty (60) days' prior written notice to Spectrum, to terminate the Services at such Closed Location, without payment of early termination charges, provided that Customer: (a) has paid Spectrum all amounts due and owing, including any unpaid construction charges and other OTCs, at the time of such termination for all Services provided by Spectrum pursuant to the Services Agreement; (b) vacates or otherwise leaves such Service Location within such sixty (60) day period; (c) places a Service Order for replacement Services at a different location within the Spectrum market area ("New Location") with an activation date no later than sixty (60) days after the termination of the original Service, so long as the replacement Service at the New Location has a value (determined by multiplying the number of months in the replacement Service's Initial Order Term by such Service's monthly recurring Service Charges) equal to or greater than the original Service (such value determined by multiplying the number of months remaining in the original Service's remaining Initial Order Term by such Service's MRCs); and (d) pays to Spectrum upon receipt of invoice all OTCs, if any, associated with the replacement Service at the New Location, and the costs and expenses incurred by Spectrum to terminate the terminated Service, including, without limitation, any applicable third-party termination liability charges. Service Charges for the New Location will be billed at the standard rates applicable to the geographic area of the New Location.

6. District will also require the use of 62 IP addresses for G-PISD's external use.

Spectrum understands.

7. An uptime guarantee of 99.9% or better shall be provided 24 hours/day, 7 days/week. The vendor must provide easy access to help desk and repair service. A clear procedure must be defined for severe problem escalation with response times delineated in proposal. Vendor must specify penalties for failure to comply with the SLA and method for collecting any monetary compensation due to SLA violation. SLA should also include guaranteed latency, jitter, and packet loss levels and a way for the customer to monitor those levels.

Performance of Service shall be governed by Spectrum's SLAs and Spectrum has included copies, and hereby incorporates, of its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

Critical to the success of any network is the ongoing operational support that the District can expect. Spectrum's support includes:

Technical Support, Monitoring and Maintenance

Spectrum provides 24/7/365 proactive monitoring of the service via Spectrum's Enterprise Network Operations Center (ENOC). Reported troubles are escalated within the ENOC and to local network maintenance and repair technicians as necessary. On-site technicians are typically Spectrum employees focused on educational and business customers and who reside locally to provide the quickest turnaround possible.

Customers are provided a list of escalation contacts after the test and turn-up process. This also includes the one number to call for fiber support (866) 603-3199 and details on how to engage support when needed.

Preventative Network Maintenance

Proactive network maintenance will be conducted between the hours of midnight and 6:00 a.m. local time. Spectrum will typically provide at least ten days prior notice before preventative maintenance is conducted.

Emergency Network Maintenance

Emergency network maintenance is work that is not reasonably anticipated but requires immediate action to address an issue that is likely to cause a material service outage. Spectrum will typically provide notice to the customer of emergency network maintenance as soon as is practicable, and when reasonable, will do so in advance of such maintenance.

Service Level Objectives

Spectrum provides standard Service Level Agreements for the Wide Area Networks we maintain. Spectrum is offering the following objectives:

Availability: a measure of the % of time that the service is operational, and is measured over a 30 day time period. The Availability objective is $\geq 99.95\%$

Spectrum has carefully assessed, designed and will install the most technologically sound and cost-effective solution possible for the District. The Spectrum-provided network will deliver the capacities and reliability required for today's needs within a flexible platform for future growth. The operational support is in place to maintain a healthy and robust network as it changes over time. In-depth discussions confirming the network design recommendations will be completed with the District. Information Technology team prior to finalizing and implementing the design.

IV. Evaluation of Proposals

1. The Owner reserves the right to reject any and all proposals, to waive any formalities and to disregard all nonconforming, non-responsive or conditional proposals.
2. The Owner intends to select a proposal on a "Best Value Basis", based upon the Owner's selection criteria and available funding for this project. References included by the Vendor in the "SOQ Questionnaire" or List of References Form may be contacted. Other references may be contacted. Qualification points will be awarded based upon reference responses to standardized questions (pertinent to qualification categories) asked by the Representative of the Owner, and other information supplied in the Proposal. The selection criteria and weightings are:

Total Points	180 points
Price	100 points
Prior Experience with GPISD	20 points
Reputation of Vendor and Vendor's goods and services	20 points
Ability to handle GPISD ISP needs	20 points
SLA and Technical merit	20 points

Spectrum understands.

V. TERMS AND CONDITIONS

1. GPISD intends to enter into a one-year contract that is renewable at the discretion of G-PISD for two additional one-year terms at the same price. This contract with extensions would be for internet access services, which cover the period between July 1, 2020 and June 30, 2023.

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location, and bandwidth information.

Upon award, Spectrum can negotiate optional renewal terms in addition to Spectrum's standard month to month renewal terms.

Spectrum's Order Term provision is as follows:

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

Spectrum's Service Agreement will incorporate Section 5. Service Location Access and Installation (as more fully set forth in Section 7 of Part V. Terms and Conditions of this RFP below): Customer shall perform interconnection of the

Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

2. GPISD will reserve the right to terminate any contract signed without penalty, due to noncompliance of any products and or services listed in the contract, of which this request for proposal, all marketing materials and the response to the RFP have become a part. While GPISD may provide a 30 day written notice for contract termination, GPISD reserves the right to grant the vendor a grace period of 30 days to resolve noncompliance issues. Application of this and additional grace periods will be granted at the discretion of GPISD. GPISD will not waive its future rights of contract termination should they decide to waive their rights due to any 'noncompliance' issue.

Non-performance of Service shall be governed by Spectrum's SLAs and Spectrum has included copies of, and hereby incorporates, its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

Additionally, termination due to default of a party shall be governed by Section 13. Default, Suspension of Services and Termination of Spectrum's Service Agreement and Commercial Terms of Service, specifically subsections (a), (b), (d) and (e):

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's ongoing obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

3. GPISD reserves the right to terminate all or part of the contract due to non-appropriation of funds, or failure to receive E-Rate funding.

Spectrum's Service Order will incorporate the E-Rate Funding Contingency language provided in Section 10 of Part II. Instructions to Bidders, above.

Additionally, Spectrum's can offer the following in a Service Order:

NON-APPROPRIATION. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

4. On a semi-annual basis, vendor shall meet with GPISD to review any new rate plans and service options, including additional discount plans, that become available and that may be useful to GPISD. Vendor shall also provide GPISD with written notice and copies of any revisions of any tariffs pursuant to which GPISD obtains service.

Customer's monthly recurring charges (MRCs) are fixed through the initial term of the Service Order. MRCs are established on a case-by-case basis, taking into consideration various factors, including Spectrum's construction costs and capital expenses. Accordingly, Spectrum cannot agree to provide "most favored nation" pricing, automatic price decreases, or promotional or special offer pricing of any

kind to Customer during the term of the Service Agreement.

Additionally, Spectrum's Service Agreement shall incorporate **Section 17. Regulatory Changes**: In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

5. The successful Response to this RFP and any GPISD generated Amendments to this RFP shall all become an integral part of any Vendor / GPISD contract resulting from this RFP.

Spectrum's proposal shall not be considered an acceptance of any offer by Customer or otherwise create a binding contract between Customer and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Customer may enter into a binding Contract are understood to be subject to negotiation between the parties hereafter, with the above-referenced Service Agreement and any applicable Service Level Agreements, forming the basis of the Contract. To the extent the parties mutually agree to incorporate any terms from the RFP into the Contract, the exceptions set forth throughout this response shall also apply to the parties.

6. Any agreement reached with vendor will supersede any existing agreement(s) with vendor for services covered under the agreement.

In the event one of Customer's Service Locations is under an existing Spectrum Service Agreement, pricing and Service(s) (if different from those currently being provided by Spectrum) proposed under this proposal are not available until

the existing Order Term has been fulfilled under the terms of such existing Service Agreement and the applicable Service Order.

7. GPISD is requiring a turn-key installation of any CPE electronics and associated management software required to implement the services contemplated by this RFP. Vendor shall acquire and provide all rights of way, labor, equipment, materials, permits, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Vendor MUST include in its Price, all design, engineering, permit, delivery, installation, testing, taxes and warranty costs associated with the proposed Services and Systems.

Section 5 of Spectrum's Service Agreement shall govern Service Location access and installation:

Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection

with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

8. Vendor guarantees that all contracted work shall be managed by a qualified and designated Vendor project manager, who shall:
- attend all scheduled project status meetings; or scheduled phone meetings.
 - be available to GPISD at all reasonable times and respond to GPISD's questions, problems and/or concerns in timely manner;

Upon award, Spectrum will assign a Project Manager; a customer focused expert, who will manage your project's implementation and communicate with you every step of the way. After implementation, Spectrum will assign an Account Manager who will be responsible for account maintenance, billing accuracy, and consultation on future needs.

9. The designated Vendor project manager for this project, whose name and phone numbers (office and cellular) shall be provided to GPISD prior to any on-site work under the Agreement shall:
- be Vendor's single-point-of-contact to GPISD;
 - have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.
 - be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.

Spectrum understands and will comply.

10. Vendor agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with the local telephone company and systems vendors on behalf of GPISD during the implementation period.

Upon award, Spectrum will assign an Account Manager (AM) to manage your account. The AM is responsible for customer satisfaction, service management communications (circuit IDs, network operations center escalation list if ever needed). The AM will liaison for billing questions and escalations within Spectrum, if necessary. The assigned AM will also handle On-going reviews of current services and proposals for service renewals, moves/transfers, or upgrades.

11. All installation, warranty, and post-warranty maintenance of the acquired systems resulting from this RFP shall be performed by fully qualified, Vendor-employed personnel unless otherwise stipulated by mutual agreement in the finalized sales contract. Vendor shall not contract for or permit any subcontract work to be performed without prior written authorization of GPISD. The selection of subcontractors must be acceptable to GPISD; such acceptance shall not be unreasonably withheld. Every subcontractor performing work on the Project or Services on behalf of Vendor shall be bound by the conditions and provisions of the Agreement as applicable to its work. Nothing contained in any Vendor/ GPISD Agreement shall create any contractual relations between the subcontractor and GPISD. Vendor shall be fully responsible to GPISD for the acts and omissions of its subcontractors. Vendors must provide in their Proposals:

- a. The complete names and addresses of all subcontractors proposed to be used;
- b. The type and percentage of work each proposed subcontractor will be providing;
- c. Each proposed subcontractor's qualifications to perform such work:

Substitution of any proposed subcontractor will only be allowed after prior written permission is received from GPISD. GPISD reserves the right to reject any proposed subcontractor for reasonable cause.

Specific subcontractors, if needed, will be named once the project team has been established after the time of award. Spectrum shall have the right to select and use subcontractors in the performance of Services under the Service Agreement in its sole discretion and without the approval of Customer; provided that Spectrum will be liable for all such subcontractor work. Each subcontractor shall comply with all federal, state and local laws as applicable. Subcontractors shall maintain the usual and customary types of insurance requirements as required by Spectrum. Spectrum has a stringent evaluation process in the hiring of all subcontractors. Criteria for which a subcontractor may be evaluated in prior to becoming a Spectrum subcontractor may include:

- ▶ Engineering services, installation and construction capabilities
- ▶ Equipment
- ▶ Past history of completed projects
- ▶ Prior litigation history
- ▶ Quality assurance program
- ▶ Training process
- ▶ Written safety manual and program
- ▶ Written technical program
- ▶ Certifications

12. Successful bidder agrees to bill and receive portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company (USAC), and/or the Schools and Libraries Division (SLD).

Spectrum's Service Agreement will incorporate the E-Rate Funding Contingency language provided in Section 10 of Part II. Instructions to Bidders of this RFP, above.

13. Gregory-Portland Independent School and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.

Spectrum understands and will comply.

14. Gregory-Portland Independent School is not liable for any cost associated with the preparation or presentation of any proposals

Spectrum understands.

15. Proposals submitted to the District will not be returned to the bidder.

Spectrum understands.

16. Gregory-Portland Independent School has right to cancel this RFP at any time and to reissue it for any reason whatsoever

Spectrum understands.

17. Gregory-Portland Independent School District reserve the right to negotiate any alterations to bid specifications due to oversight or error

Any errors or omissions in Spectrum's proposal response due to errors or omissions in this RFP shall not be the responsibility of Spectrum. Spectrum reserves the right to revise its proposal in the event of any gross errors or omissions in Spectrum's quote or proposal that Customer knows of or should have known.

Additionally, Spectrum's proposal may assume a certain minimum level of acceptance of its bid. In the event only a portion of Spectrum's proposal is accepted, Spectrum's offer will be affected requiring it to review any such partial acceptance before final bid approval.

18. During the term of this contract, any changes in the routing of the vendor installations due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the vendor at no expense to the District.

Spectrum's Service Agreement incorporates the following provision regarding **Regulatory Changes**: In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with

a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

Additionally, any charges associated with Service and Spectrum Equipment or Customer Equipment installations, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional one-time charges ("OTCs") and/or adjustments to monthly recurring charges ("MRCs") associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

Finally, Spectrum's Service Agreement will incorporate Section 5. Installation, as more fully set forth Section 7 of Part V. Terms and Conditions of this RFP, above.

19. No billing will take place prior to July 1, 2020.

Spectrum shall endeavor to meet the July 1, 2020 turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date") , and continuing for the period of time specified in the Service Order(s). If no

Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew a for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term") unless either Spectrum or customer elects to not to renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

20. Vendor must provide promotional pricing whenever it is beneficial to District. Promotional pricing should supersede contract rates when beneficial to District.

This is not applicable as Spectrum does not extend promotional discounts when providing Services to customers that complies with the Lowest Corresponding Price requirements of USAC.

VI. Insurance and Indemnity

1. Public Liability Insurance. Vendor must provide GPISD with evidence of Public Liability Insurance in an amount not less than \$500,000 for one (1) person injured in any one (1) accident and not less than \$1,000,000 for more than one (1) person in any one (1) accident, naming GPISD, its officers and agents as an additional insured. A Certificate of Insurance will be required.

Spectrum understands and will comply.

2. Workers' Compensation Insurance. Vendor must provide GPISD with a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the persons or Vendor's employees providing services on the Project, for the duration of the project.

Spectrum understands and will comply.

3. Automobile Liability Insurance. Vendor must provide GPISD with evidence of Automobile Liability Insurance covering all vehicles owned by, hired by, or used on behalf of the Vendor, with a minimum combined single limit of \$1,000,000.

Spectrum understands and will comply.

4. Indemnity. Vendor shall defend, indemnify and hold harmless GPISD, its agents and employees, from all suits, actions, claims, damages, losses, costs and expenses of every kind and description to which GPISD, or its agents or employees may be subjected by reason of injury, including death, to persons, or damage to property resulting from or growing out of any act of commission or omission by the Vendor, its agents or employees, or its subcontractors.

INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Spectrum Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Spectrum Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's use or misuse of the Service,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c) personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Spectrum Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

Spectrum shall indemnify and defend the Customer and its boards, officers, agents and employees (the "Customer Indemnified Parties") from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, incurred by Customer Indemnified Parties for bodily injury or tangible property damage directly caused by the gross negligence or willful misconduct of Spectrum, its employees or contractors, at the site(s) as a direct result from Spectrum's installation, removal or maintenance at Customer's Service locations of the Spectrum Equipment. Customer Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

Spectrum has included a certificate of Insurance for your review.

VII. Other Required Submittals. The following additional materials must be submitted with the Vendor's Proposal:

1. Bid/Proposal Form
2. Statement of Qualifications
3. List of References Form
4. Conflict of Interest Questionnaire
5. Felony Conviction Notice
6. Non-Collusion Statement
7. Suspension or Debarment Certificate
8. Vendor's Sample Three-Year (1+2) Contract (Must be a contract for a 1-year initial term with G-PISD option to renew for two (2) additional one-year terms at the same price).

BID PROPOSAL FORM

Gregory-Portland ISD
2020
G-P ISD Internet Services
CST 608 College St
Portland, TX 78374
361-777-1089 Opt. 1

Due Date: February 14,

Due Time: 2:00 PM

This bid responds to all specifications as contained in the said notice, except that deviations from said specifications are noted on the attached pages.

Summary Pricing: Internet Services

Pricing for: **1 GB** Internet connection

\$ 1,800.00 Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ 1,800.00 Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ 1,800.00 is believed to be ERate eligible and

\$ 0.00 is believed to be ineligible for ERate matching funds.

Pricing

\$ 2,880.00 Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ 2,880.00 Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ 2,880.00 is believed to be ERate eligible and

\$ 0.00 is believed to be ineligible for ERate matching funds.

Pricing

\$ No bid Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ No bid Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ 0.00 is believed to be ERate eligible and

\$ 0.00 is believed to be ineligible for ERate matching funds.

Pricing for: **4 GB** Internet connection

\$ No bid Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ No bid Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ 0.00 is believed to be ERate eligible and

\$ 0.00 is believed to be ineligible for ERate matching funds.

Pricing for: **5 GB** Internet connection

\$ 4,800.00 Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ 4,800.00 Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ 4,800.00 is believed to be ERate eligible and \$ 0.00 is believed to be ineligible for ERate matching funds.

Pricing for: **6 GB** Internet connection

\$ No bid Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ No bid Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ _____ is believed to be ERate eligible and \$ _____ is believed to be ineligible for ERate matching funds.

Pricing for: **7 GB** Internet connection

\$ No bid Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ No bid Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ _____ is believed to be ERate eligible and \$ _____ is believed to be ineligible for ERate matching funds.

Pricing for: **8 GB** Internet connection

\$ No bid Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ No bid Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ _____ is believed to be ERate eligible and \$ _____ is believed to be ineligible for ERate matching funds.

Pricing for: **9 GB** Internet connection

\$ No bid Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ No bid Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ _____ is believed to be ERate eligible and \$ _____ is believed to be ineligible for ERate matching funds.

Pricing for: **10 GB** Internet connection

\$ 6,480.00 Total Internet Service Cost with public IP addresses (including taxes and fees)

\$ 6,480.00 Total Monthly Cost, including any and all lease lines, maintenance contracts or other fees. Of this monthly total \$ 6,480.00 is believed to be ERate eligible and \$ 0.00 is believed to be ineligible for ERate matching funds.

Pricing is provided only for the sites shown in the Pricing Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

In the event a Service Location is under an existing Spectrum Service Agreement, pricing and Service(s) (if different from those currently being provided by Spectrum) proposed under this proposal are not available until the existing Order Term has been fulfilled under the terms of such existing Service Agreement and the applicable Service Order.

MRCs and NRCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Service Agreement.

By signing below, I attest that I am authorized representative/agent and that I am authorized by my signature to bind this company contractually.

Billing Terms Net 10 Date 02/10/2020

Vendor's Company Name Charter Communications Operating LLC, By: Charter Communications, Inc., its Manager

Signature *Irwin Whistler III*

Name and Title Irwin Whistler, Director of Strategic Sales

Address 12405 Powerscourt Drive.

City/State/Zip St. Louis, MO 63131

Telephone (562) 677-0273 Fax ()

Contact Person Andrew Kuttler

Contact Phone No (210) 582-9784 Fax ()

SOQ QUESTIONNAIRE

Re: **Gregory-Portland ISD Wireless Infrastructure Services Vendor's Statement of Qualifications**

Provide the following information in the sequence and format shown in this questionnaire. Supplemental materials providing additional information may be attached. A completed copy of this questionnaire must be submitted by each Vendor submitting a proposal.

1. Firm Information

Name of Firm: Charter Communications Operating, LLC

Address of principal office: 12405 Powerscourt Dr., St. Louis, MO 63131

Form of Business Organization: Limited Liability Company

Year founded: 1999

Primary individual to contact: Andrew Kutler

Telephone and Fax of Primary contact: 210.582.9784

Email address of Primary contact: Andrew.Kutler@Charter.com

1. Organization

2.1 How many years has your organization been in the Wireless Infrastructure services business in its current capacity?

Charter Communications Operating, LLC is a Delaware, Limited Liability Company, formed on February 10, 1999.

2.2 How many years has your organization been in business under its present name? Under what other names has your organization operated? Also, note any predecessor firms and the dates of their existence.

Charter Communications Operating, LLC is a Delaware, Limited Liability Company, formed on February 10, 1999.

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.

Charter Communications Operating, LLC is a Delaware, Limited Liability Company, formed on February 10, 1999 in Delaware, which is a wholly-owned subsidiary of Charter Communications, Inc. Below are the officers of Charter Communications, Inc.:

Thomas M. Rutledge, Chairman and Chief Executive Officer

John Bickham, President and Chief Operating Officer

David G. Ellen, Senior Executive Vice President

Tom Adams, Executive Vice President, Field Operations

James Blackley, Executive Vice President, Engineering and Information Technology

Mike Bair, Executive Vice President, Spectrum Networks

Catherine Bohigian, Executive Vice President, Government Affairs

Richard J. DiGeronimo, Executive Vice President, Product and Strategy

Richard R. Dykhouse, Executive Vice President, General Counsel and Corporate Secretary

Jonathan Hargis, Executive Vice President and Chief Marketing Officer

David Kline, Executive Vice President, President of Media Sales

Paul Marchand, Executive Vice President, Chief Human Resources Officer

Kathleen Mayo, Executive Vice President, Customer Operations

Philip G. Meeks, Executive Vice President, President of Spectrum Business Enterprise

Tom Montemagno, Executive Vice President, Programming Acquisition

James Nuzzo, Executive Vice President, Business Planning

Scott Weber, Executive Vice President, Network Operations

Christopher L. Winfrey, Chief Financial Officer

Kevin D. Howard, Senior Vice President - Finance, Controller and Chief Accounting Officer

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner(s).

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

3. EXPERIENCE

3.1 E-Rate Experience: GPISD participates in the E-rate program and utilizes the discounted invoices, Form 474 SPI reimbursement method for payments. It is expected the prevailing proposer will be able to provide discounted invoices to the district and will collect the balance from the E-rate program. List E-rate funded service projects undertaken by Vendor over the past five years. Include name of Owner to which E-rate funded services were provided, and their contact person with phone number. Vendor's E-Rate SPIN #:

Charter Communications Operating, LLC SPIN is 143050436.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

- ▶ know the rules and regulations to participate in the program
- ▶ understand billing and standard discounts

3.2 Work by Firm: List the categories of work that your organization normally performs with its own forces. On this Project, what work do you propose to do with your own forces, and what work do you propose to bid to subcontractors?

Spectrum is the incumbent.

3.3 Subcontractor List: List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

As more fully explained in Spectrum's RFP response above, specific subcontractors will be identified as appropriate once the project team has been established.

3.4 Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

3.4.1 Has your organization ever failed to complete any work awarded to it? If yes, give a detailed explanation.

3.4.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If so, please explain.

3.4.3 Has your organization filed any lawsuits or requested arbitration against an Owner with regard to contracts within the last fifteen years? If so, provide a detailed explanation.

3.4.4 Has your organization had any lawsuits or arbitration proceedings filed against it by an Owner within the last fifteen years? If so, provide a detailed explanation.

Spectrum is a wholly owned affiliate of Charter Communications, Inc., a publicly traded company. Audited financial information and disclosures of material litigation and other material information concerning Charter

and Charter's board of directors and principal officers is available through its filings with the Securities and Exchange Commission and the investor relations portion of Charter's website.

3.6 Failure to Complete Contracts: Within the last fifteen years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If so, provide a detailed explanation.

Spectrum is a wholly owned affiliate of Charter Communications, Inc., a publicly traded company. Audited financial information and disclosures of material litigation and other material information concerning Charter and Charter's board of directors and principal officers is available through its filings with the Securities and Exchange Commission and the investor relations portion of Charter's website.

4. Financial Information: Will you provide a financial statement and other relevant financial information if requested by the Owner after receipt of SOQs? (Do not include such information with the SOQ).

Yes, and additional financial information about Spectrum, including annual and quarterly reports, may be found at our Investor Relations portal.

5. Other Items for Consideration

a. **Personnel:** Given the scope and schedule of the project, identify the specific Project Managers and Job Site Superintendents who would work on the project. Provide a resume and references with phone numbers for each individual.

Spectrum is the incumbent.

b. **Local Participation:** What work do you expect to be performed by Local Firms? What is the estimated percentage of the total Project Cost that will be provided by Local Firms? Assume that such firms are located within 20 miles of Portland, Texas.

Spectrum is the incumbent.

c. **Responsible Firm(s):** Which Firm or Firms will be responsible for this contract if so awarded?

Spectrum is the incumbent.

1. Firm Name: Charter Communications Operating, LLC
Responsible as Prime Contractor Partner Joint Venture Other
QUESTIONNAIRE SIGNATURE(S)

All portions of this Statement of Qualifications are true and correct. The undersigned is authorized to sign for and legally bind the Respondent.

The undersigned authorizes Gregory-Portland Independent School District and its agents and representatives to contact any firm, organization, or person discussed in this Statement of Qualifications regarding the Respondent's performance, financial condition and other information regarding the Respondent's Capability.

Charter Communications Operating, LLC
By: Charter Communications, Inc., its Manager:

Irwin Whistler III
(Signature of Authorized Signing Officer)

(Affix Corporate
Seal If a
Corporation)

Irwin Whistler, Director of Strategic Sales
(Printed Name)

Dir. of Strategic Sales
(Title)

02/10/2020
(Date)

REFERENCE REQUEST FORM

Spectrum references are provided subject to obtaining the prior applicable consents from relevant references. Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

John W. McNicol, CTSBO
John.mcnicol@cisid.net
Director of Procurement
Clint Independent School District
14521 Horizon Blvd.
El Paso, Texas 79928
O: 915.926.4093
Current Product- 10 GIG FIA
Customer since 2017

Ben Ross
bross@sisd.net
Manager for Network Services/Cyber Security
Department of Technology Services
Socorro Independent School District
(915) 937-0272 - Office
(915) 851-7212 – Fax

Teresa Macdonald
tmacdonald@yisd.net
Telecom Manager/E-rate Administrator
Ysleta Independent School District
915-434-1087 (Office)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Through good faith conduct, Charter Communications Operating, LLC has truthfully disclosed all material facts. To the best of Charter Communications Operating, LLC's knowledge there is nothing to report under the local government entity conflicts of interest policy, or describe below anything Charter Communications Operating, LLC believes could give rise to an actual or possible conflict of interest under the policy.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Irwin Whistler III

02/10/2020

Signature of vendor doing business with the governmental entity

Date

FELONY CONVICTION NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states, "a person or business entity that enters into a contract with a School District must give **advance notice** to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The District must compensate the person or business entity for services performed before the termination of the contact.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name Charter Communications Operating LLC

Authorized Company

Official's Name (please print) Irwin Whistler, Director of Strategic Sales

A. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official _____ Date: _____

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s) _____

Details of Conviction(s) _____

Signature of Company Official _____ Date: _____

C. My firm is a publicly owned, Stock-exchange Corporation; therefore, this reporting requirement is not required.

Signature of Company Official Irwin Whistler III Date: 02/10/2021

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (.36)

Vendor Name Charter Communications Operating LLC

Authorized Company Official's Name Irwin Whistler

Signature of Company Official *Irwin Whistler III* Date 02/10/2020

Vendor E-mail Address Andrew.Kutler@Charter.com

Vendor Telephone Number 562-677-0273

To the best of our knowledge we are not presently debarred or excluded from participation in any transaction by any Federal Department or Agency.



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Andrew Kutler
Phone: 2105829784 ext:
Cell Phone: 2102439751
Email: andrew.kutler@charter.com

Order # 11616682

Table with 3 columns: Field Name, Phone, Email Address. Rows include: Customer Information: Customer Code; Business Name (GREGORY-PORTLAND ISD (HQ)), Customer Type; Billing Address (608 COLLEGE ST PORTLAND TX 78374), Account Number (8260181130034883); Billing Contact (Vendy Hughes), Billing Contact Phone ((361) 777-1091), Billing Contact Email Address (whughes@g-pisd.org); Authorized Contact (Andrew Guerra), Authorized Contact Phone ((361) 777-1091), Authorized Contact Email Address (aguerra@g-pisd.org); Technical Contact (Andrew Guerra), Technical Contact Phone ((361) 777-1089), Technical Contact Email Address (aguerra@g-pisd.org).

Fiber Internet and Ethernet Service Order Information For 4600 Wildcat Dr Portland TX 78374			
Site Name	Address Location	Location Type	Bandwidth
	4600 Wildcat Dr Portland, TX 78374		

Current Services and Monthly charges At 4600 Wildcat Dr , Portland TX 78374			
Description	Quantity	Sales Price	Monthly Recurring Total
BRATE/BEAR	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
Data Term - 3 YR	1	\$0.00	\$0.00
DED INTERNET ACCESS 3 YR	2	\$0.00	\$0.00
*Total			\$0.00

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 4600 Wildcat Dr , Portland TX 78374				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
61 Static IP	1	\$0.00	\$0.00	12 Months
Fiber Internet 1Gbps	1	\$1,800.00	\$1,800.00	12 Months
*Total			\$1,800.00	

*Prices do not include taxes and fees.

Special Terms

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Non-Appropriations

For purposes of this Service Order only, the parties hereby agree to the following provision:

Special Terms

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for services under a service order for a fiscal year are not appropriated (a 'Non-Appropriation'), Customer shall have the right to terminate, without penalty, such services at a service location listed on such service order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all services provided by Spectrum pursuant to the service agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the agreement and/or applicable terms shall remain unamended and in full force and effect.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Customer

Charter Communications Operating, LLC
By: Charter Communications, Inc. its Manager

Paul Clore

Printed Name

Printed Name

08 April 2020

Date

Date

Special Terms

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for services under a service order for a fiscal year are not appropriated (a 'Non-Appropriation'), Customer shall have the right to terminate, without penalty, such services at a service location listed on such service order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all services provided by Spectrum pursuant to the service agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the agreement and/or applicable terms shall remain unamended and in full force and effect.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Customer

Printed Name

Date

Irwin Whistler

Irwin Whistler (Apr 14, 2020)

Charter Communications Operating, LLC
By: Charter Communications, Inc. its Manager

Irwin Whistler

Printed Name

Apr 14, 2020

Date

Irwin Whistler

E-signed 2020-04-14 08:40AM PDT

irwin.whistler@charter.com

Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Round Trip)	Jitter / Frame Delay (Average)	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Irwin Whistler

E-signed 2020-04-14 08:40AM PDT

irwin.whistler@charter.com

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Irwin Whistler

E-signed 2020-04-14 08:40AM PDT

irwin.whistler@charter.com

Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

Irwin Whistler

E-signed 2020-04-14 08:40AM PDT

irwin.whistler@charter.com

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Irwin Whistler

E-signed 2020-04-14 08:40AM PDT

irwin.whistler@charter.com






E-rate FY2020 Gregory-Portland Independent School District C1 - FIA

Final Audit Report

2020-04-14

Created:	2020-04-14
By:	Andrew Kutler - National (andrew.kutler@charter.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC2v-uDCtZZ_N1_sT9bkeUUL-cjMtExwP

"E-rate FY2020 Gregory-Portland Independent School District C1 - FIA" History

-  Document created by Andrew Kutler - National (andrew.kutler@charter.com)
2020-04-14 - 3:24:35 PM GMT- IP address: 142.136.4.244
-  Document emailed to Irwin Whistler (irwin.whistler@charter.com) for signature
2020-04-14 - 3:25:46 PM GMT
-  Email viewed by Irwin Whistler (irwin.whistler@charter.com)
2020-04-14 - 3:39:50 PM GMT- IP address: 142.136.4.103
-  Document e-signed by Irwin Whistler (irwin.whistler@charter.com)
Signature Date: 2020-04-14 - 3:40:25 PM GMT - Time Source: server- IP address: 142.136.4.103
-  Signed document emailed to Andrew Kutler - National (andrew.kutler@charter.com) and Irwin Whistler (irwin.whistler@charter.com)
2020-04-14 - 3:40:25 PM GMT

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information

Spectrum Account Executive:	
Office:	Mobile:
Email:	

Customer Information

Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip Code:
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name:	Tel No:		E-mail:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Tel No:		E-mail:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services may not be available in all Spectrum service areas and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to procure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) **Access.** Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) **Installation Review.** Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

(c) **Site Preparation.** Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any

the end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected

Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software").

Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

c) **Change Requests.** Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) **Site Visits and Repairs.** If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) **Invoicing Disputes; Late and Collection Fees.** Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs.

Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) **Credit Verification.** Spectrum shall have the right to verify Customer's credit standing at any time.

(g) **Bundled Pricing.** If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("**Bundle**"), then the following conditions shall apply:

1) In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.

2) Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "**Administrative Web Site**"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or other Services. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision

if law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW

OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's use or misuse of the Service,
 - (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
 - (c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.
- Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- 1) ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- 2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- 3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall

not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:
Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed Spectrum's Policies as a part of this Service Agreement.

() Signatures: Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A
Spectrum Business TV and Enterprise TV Service
(collectively, "TV Service")

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, "Premium Services").

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service ("Enterprise TV Service") to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. **Music Programming.** Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.
2. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.
3. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.
4. **Restrictions.** Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

Customer's use of the Enterprise TV Service is subject to the following additional terms and conditions:

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

(a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

(b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU Service. SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").

a. Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.

b. Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.

c. Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

Attachment B

Spectrum Business Voice Service, PRI/SIP Trunking Service (collectively "Voice Services")

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, "Hosted Communications Services")

DESCRIPTION OF SERVICES:

Voice Services:

Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

PRI Service: If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

Analog Lines Over Fiber Service: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer's PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Service Order.

Toll-Free Service for Spectrum Trunking: If Customer selects to receive Spectrum Toll-Free Service for use with trunking service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- **Origination Screening:** Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- **Origination Routing:** Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- **Schedule-Based Routing:** Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- **Percentage Call Allocation:** Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer's allocated traffic percentage between the DID number locations.
- **Toll-Free Dialed Number Identification Service (DNIS):** Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum trunking service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum trunking service. Not all Toll-Free Service features may be available in all areas.

E911 Location Plus: If Customer selects to receive Spectrum E911 Location Plus for use with trunking service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer's E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment, that wishes to provide location information for its station level telephone numbers.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Spectrum Hosted Voice for Hospitality Service: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications Service: If Customer selects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to the features, functionalities, capabilities, or to the application user interface formats shall be in Spectrum's sole discretion.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. **Availability of Facilities and Service Modifications:**

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com> or <https://business.spectrum.com> or in the applicable price guide at <https://spectrum.com>, under "Customer Disclosures." These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service

For any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

(a) Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

a. Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that

Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

c. Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

a. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

c. Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

d. In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the

1 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

e. If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

f. Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

g. CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum trunking service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum trunking service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum trunking service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum trunking service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the

Customer's network (referred to as a "Hub Site") and Spectrum trunking service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum trunking service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

- (a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.
- (b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.
- (c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.
- (d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

10. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.

11. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

12. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer-specific references, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(c) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(d) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

13. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

14. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at <https://enterprise.spectrum.com> (or successor URL), unless other rates have been provided in the Service Order.

i. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third-party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

16. Call Redirect: If a PRI Service, SIP Trunking Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

17. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

18. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"),

her than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such

third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to:
(i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

19. VoiceMail; Call Recording. In the event Customer transmits protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, through the use of Hosted Voice Service, Customer acknowledges that Spectrum is acting solely as a Conduit. A "Conduit" means a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. Customer further agrees that it shall provide Spectrum prior notice if Customer stores any PHI on the voicemail or call recording feature of Hosted Voice Service and the parties shall thereafter enter into a business associate agreement.

Attachment C
Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. Supplemental Managed Network Service. This subsection shall only apply if Customer purchases Spectrum's supplemental "Managed Network Service." The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICE, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER'S OR ANY END USER'S EQUIPMENT OR ACCESS TO OR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.
5. DDoS Protection Services.
 - (a) This Section only applies if Customer elects to purchase DDoS Protection Service to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service; and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service.;. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns.

When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum Enterprise Technical Support. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days.

(b) DDoS Proactive Mitigation Services: If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum Enterprise Technical Support to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum Enterprise Technical Support has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: Customer must purchase Spectrum's FIA Service to be eligible to purchase the DDoS Protection Services, which FIA Service may be pre-existing or ordered at the same time as the DDoS Protection Service. DDoS Protection Service is provided on a per circuit basis. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Mitigation Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

1) SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.

2) DDoS mitigation may only mitigate the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.

3) Spectrum makes no warranty, express or implied, that: (1) for Customers subscribing to the DDoS Automatic Protection Service, all DDoS attacks will be detected; (2) mitigation services will successfully mitigate the incident, particularly if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:

1) Customer acknowledges and agrees that if Spectrum determines, in its sole discretion, that Spectrum can no longer offer the DDoS Protection Service, either temporarily or permanently, Spectrum may terminate the DDoS Protection Service and any affected Service Orders by giving 90 days' notice to Customer.

2) If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

Attachment D
Ethernet Service ("Ethernet Service") and Cloud Connect ("Cloud Connect")

Ethernet Service: Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

Cloud Connect Service: Spectrum will provide a cloud connect service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

Customer's use of Ethernet Service and, as applicable, Cloud Connect Service, is subject to the following additional terms and conditions:

1. Spectrum's provision of Ethernet and Cloud Connect Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet and/or Cloud Connect Service that degrades any service provided to other subscribers on the Spectrum Network. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Customer shall not transmit or otherwise make available on or via the Ethernet or Cloud Connect Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Locations at periodic intervals as needed to verify Customer's compliance with this Service Agreement.
5. Customer's use of Ethernet Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment E
Spectrum Business High-Speed Internet Service
("Internet Service")

Spectrum Business High-Speed Internet Service²: Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. **Minimum Equipment Requirements.** Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. **Software.** At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. **Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
4. **Security.** Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. **Electronic Addresses; Mailboxes.** All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

² Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

.. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

b. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

c. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

6. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

7. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

8. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

9. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

a. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

b. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- 1) The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- 2) To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.

- 3) Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- 4) Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- 5) All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").

a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer.

Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.

b. Content Liability and Use Restrictions. Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service.

If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:

- 1) Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
- 2) Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
- 3) Hosting of unlicensed software.
- 4) Use of software or files that contain computer viruses or files that may harm computers.
- 5) Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
- 6) The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
- 7) Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
- 8) Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
- 9) Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.

c. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.

d. Specification Limitations. Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.

e. Limitation of Spectrum-provided Services. Certain services are not provided by Spectrum as part of the Hosting Service (e.g., Spectrum does not provide nor offer webpage creation, development, design or content services).

f. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any

Costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.

11. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

Attachment F
Managed WiFi Service ("Managed WiFi Service")

Managed WiFi Service: If Customer elects to receive Managed WiFi Service, Spectrum will provide a managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service, or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion.

Customer's use of the Managed WiFi Service is subject to the following additional terms and conditions:

1. WiFi Equipment. Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer's premises at the Service Location(s) identified in the applicable Service Order.
2. Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management ("OOB"). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).
3. Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer's LAN. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).
4. Security Limitations. This Service does not include features such as: locked down access for the WAPs, single user name and logins for each WAP, logging, content filtering or intrusion detection systems. All Spectrum-authorized personnel and vendors will have access to log into the WAP devices on site. Spectrum is not responsible for security breaches that occur related to any SSIDs. Spectrum does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic transmitted through use of the Managed WiFi Service to protect Customer's and any user data. Spectrum can provide a non-broadcast SSID if specified on the WiFi questionnaire.

Attachment G
Software-Defined Wide Area Networking Service (“SD-WAN Service”)

SD-WAN Service: If Customer elects to purchase SD-WAN Service, Spectrum shall provide Customer with one or more SD-WAN customer premises equipment (“CPE”) through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of the SD-WAN Service is subject to the following additional terms and conditions:

1. **Internet Connectivity.** Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.
2. **Virtual Security Service.** If Customer elects to receive vSecurity virtual security service (“Virtual Security Service”) in conjunction with the SD-WAN Service, Spectrum will install and configure the Virtual Security Service on Spectrum’s Network for access by Customer through the SD-WAN Service. Spectrum is not the manufacturer or supplier of any software or hardware components of the Virtual Security Service. Spectrum will update the Virtual Security Service from time to time based on manufacturer-provided updates. Virtual Security Service is a “Managed Service” as defined in Attachment C (FIA Service) and is subject to the disclaimers set forth therein.
3. **Technical Configuration Questionnaire.** Configuration of the SD-WAN Service and Virtual Security Service will be as set forth in the Technical Configuration Questionnaire completed by Customer. Customer agrees that Spectrum is relying on Customer’s configuration information in order to provide the SD-WAN Services and Virtual Security Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum’s reliance on and use of, Customer-provided configuration information.
4. **Transmission of Material.** Customer shall not transmit or otherwise make available on or via the SD-WAN Service any material (including any message or series of messages) that misappropriates, or violates or infringes in any way upon, the intellectual property or proprietary rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
5. **Security Limitations.** SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE SD-WAN SERVICES OR VIRTUAL SECURITY SERVICE. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER’S USE OF ANY SD-WAN CPE, SD-WAN SERVICE OR VIRTUAL SECURITY SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum’s sole obligation will be to implement the configuration settings requested by Customer and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.

CONTRACT ADDENDUM

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Effective September 1, 2017, Texas Legislature House Bill 89 was signed into law May 2, 2017 requiring all contracts between a governmental entity and a company for goods and services to include a signed verification by the company of the following:

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Governmental Entity" means a state agency or political subdivision of this state.

"Political subdivision" means:

- (A) a county;
- (B) a municipality;
- (C) a public school district; or
- (D) a special-purpose district or authority

Signed and Verified By:
Company Name

CERTIFICATE OF INSURANCE

FIBER INTERNET ACCESS SERVICE LEVEL AGREEMENT

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per	Total Minutes /	Downtime
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

