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Customer Service Order

Order # 8313726

Customer Information: Customer Code		
Business Name	William S. Hart School District	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****1532		
Billing Address		
Attention To:		Account Number
21380 CENTRE POINTE PKWY SANTA CLARITA CA 91350		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Jon Carrino	(661) 259-0033 x293	jcarrino@hartsdistrict.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Susanne Ma	(661) 259-0033 x279	sma@hartsdistrict.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Brian Sunde	(661) 259-0033 x294	bsunde@hartsdistrict.org

**New and Revised Services and Monthly Charges At** 21380 Centre Pointe Pkwy , Santa Clarita CA 91350

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
253 Static IP	1	\$0.00	\$0.00	36 Months
253 Static IP	1	\$299.00	\$299.00	36 Months
Bcf WO Video	1	\$0.00	\$0.00	36 Months
Comml Acctnt	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
DED INTERNET ACCESS 3 YR	1	\$0.00	\$0.00	36 Months
DED INTERNET ACCESS 5G	1	\$5,700.00	\$5,700.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet EVPL HUB	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$0.00	\$0.00	36 Months
*Total			\$5,999.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 21508 Centre Pointe Pkwy Unit FIBER, Santa Clarita CA 91350

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Bc Plat VIP	1	\$0.00	\$0.00	36 Months
Bcf WO Video	1	\$0.00	\$0.00	36 Months
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00	36 Months
Comml Acctnt	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 26455 Rockwell Canyon Rd , Valencia CA 91355

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Bc Plat VIP	1	\$0.00	\$0.00	36 Months
Bcf WO Video	1	\$0.00	\$0.00	36 Months
Comml Acctnt	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet EVPL HUB	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 18536 Soledad Canyon Rd , Canyon Country CA 91351

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 19300 Nadal St , Santa Clarita CA 91351

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 19425 Stillmore St Unit FIBER, Santa Clarita CA 91351

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 21445 Centre Pointe Pkwy Unit Fiber, Santa Clarita CA 91350

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ethernet EVPL HUB	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 21900 Centurion Way Unit FIBER, Santa Clarita CA 91350

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 24825 Newhall Ave , Santa Clarita CA 91321

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 25015 Newhall Ave Unit FIBER, Santa Clarita CA 91321

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet EVPL HUB	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 26250 Valencia Blvd , Valencia CA 91381

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet EVPL HUB	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 26255 Valencia Blvd , Valencia CA 91381

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 26623 May Way , Santa Clarita CA 91351

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet EVPL HUB	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 27051 Robert C Lee Pkwy , Santa Clarita CA 91350

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 27171 Vista Delgado Dr , Santa Clarita CA 91354

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 27801 Dickason Dr , Santa Clarita CA 91355

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 28771 Rio Norte Dr , Santa Clarita CA 91354

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Comml Acct	1	\$0.00	\$0.00	36 Months
Ctf Dis	1	\$0.00	\$0.00	36 Months
Erate Dis	1	\$0.00	\$0.00	36 Months
Ethernet Intrastate	1	\$1,100.00	\$1,100.00	36 Months
*Total			\$1,100.00	

*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 service provider 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 service provider prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

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.

Authorized Signature for Customer

Printed Name and Title

Date Signed



SERVICE AGREEMENT

This Service Agreement, including all Service Orders entered into hereunder and the Terms and Conditions that are incorporated herein by this reference ("Service Agreement"), executed and effective upon the date of the signature set forth in the signature block below (the "Effective Date"), is between customer identified below ("Customer") and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder, including without limitation Time Warner Cable Business LLC ("Spectrum").

Service Provider Information

Street: 17777 Center Court Drive	Contact: Taniya Luckett
City: Cerritos	
State: CA	Phone:
Zip Code: 90703	Facsimile: (704) 945-5299

Customer Information

Customer Name (Exact Legal Name): William S. Hart Union High School District			Federal Tax ID: 95-6001532	
Billing Address: 21380 Centre Pointe Parkway	Suite:	City: Santa Clarita	State: CA	Zip Code: 91350
Billing Contact Name: Jon Carrino		Phone: 661.259.0033 x293	Email: jcarrino@hartsdistrict.org	
Authorized Contact Name: Susanne Ma		Phone: 661.259.0033 x279	Email: sma@hartsdistrict.org	

Service Agreement

THIS SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. BY EXECUTING THIS SERVICE AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES 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.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet 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. This SLA document applies only to services provided over Spectrum Enterprise’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net 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 On-Net Services:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro	Regional	National
Miles	0 - 155	156 - 746	> 746
Kilometers	0 - 250	251 - 1200	> 1200
Latency	≤ 10ms	≤ 25ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

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 transmit and receive network traffic between Customer’s A and Z Locations. 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.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting 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	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. 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 On-Net 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 On-Net 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 On-Net Service.

MTTR per calendar month is calculated as follows:

$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$

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 On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures frame delay using a standard 64 byte ping between the closest Spectrum Enterprise network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

Latency / Frame Delay=	$\frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
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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 (Spectrum Enterprise network hub to Spectrum Enterprise network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

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 network hub to Spectrum Enterprise network hub). 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 =	Sum of the Frame Delay Variation measurements for an On-Net Service
	Total # of measurements for an On-Net 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 Credit:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below.

Any credits will be applied as an off-set against any amounts due from Customer to Spectrum Enterprise. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

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%	5%
	> 8 hours	10%			

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 Spectrum Enterprise's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

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. This SLA document applies only to services provided over Spectrum Enterprise’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net 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 On-Net 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; and (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 premises, 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 On-Net 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 On-Net 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 On-Net Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service
Total number of Priority 1 Outage trouble tickets per On-Net 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 On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures frame delay on an end-to-end basis using a standard 64 byte ping from the Customer dedicated access port at the Customer premise to the Spectrum Enterprise Internet access router in a roundtrip fashion.

Latency is calculated as follows:

Latency/Frame Delay =	Sum of the roundtrip delay measurements for an On-Net Service
	Total # of measurements for an On-Net 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 (Spectrum Enterprise network hub to Customer dedicated access port at the Customer premise).

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%)	=	100 (%)	–	Frames Received (%)
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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 network hub to Customer dedicated access port at the Customer premise). 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 =	Sum of the Frame Delay Variation measurements for an On-Net Service
	Total # of measurements for an On-Net 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 On-Net 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 Service 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 30 days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such Service 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.

TIME WARNER CABLE BUSINESS LLC

Terms and Conditions

1.0 AGREEMENT

These Time Warner Cable Business LLC Terms and Conditions (“Terms and Conditions”), and any Service Orders (as described in Section 2.2 below) are hereby incorporated into the Service Agreement (“Service Agreement”) and constitute the “Master Agreement” by and between Customer and TWC (collectively, the “Parties” or each individually a “Party”) for the services specified on Service Orders (“Services”). The attachments to these Terms and Conditions (“Attachments”) further describe TWC’s services and are hereby incorporated into, and made a part of, these Terms and Conditions by this reference. The Attachments set forth additional terms and conditions for the applicable Service. “TWC” means the Charter Communications Operating LLC-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS

2.1 Subject to the terms and conditions of the Master Agreement, TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at TWC’s discretion, utilize one or more of its affiliates or third parties to deliver the Services (“Third Party Services”). The Third Party Services may be subject to additional terms and conditions, which shall be presented to Customer for review and approval in advance of procuring any Third Party Services on behalf of Customer. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC’s reasonable control.

2.2 Customer shall request Services by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC’s acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a “Service Order” hereunder and shall be deemed incorporated into, and made a part of, the Master Agreement by this reference. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC’s acceptance of such proposed service and/or work order in writing; or (b) TWC’s commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

2.3 Customer may add Services or, if applicable, increase speed and bandwidth of Services during the Term by notifying TWC of the desired additional Services or increased speed and bandwidth and, provided that TWC is able and willing to provide the requested change in Services, by paying the corresponding increase in Service Charges for such additional Services or increased speed and bandwidth, including any non-recurring charges set forth on a Service Order. Customer shall not reduce Services or decrease speed and bandwidth from those set forth in the applicable Service Order unless agreed to in writing by TWC. Added services may be coterminous

with existing Services if the parties agree upon appropriate Service Charges to correspond with the decreased Initial Order Term for such additional Services.

3.0 SERVICE & EQUIPMENT INSTALLATION

3.1 Customer shall obtain and maintain, or ensure that each Customer employee or branch office which uses the Service (each, an “End User”), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer’s and any End User’s facilities. Customer shall permit TWC reasonable access to the Customer’s and any End User’s facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer’s or an End User’s facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, construction, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services. In addition, Customer shall provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation, construction, and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer’s provision of space, power or access as described in these Terms and Conditions, or otherwise in connection with Customer’s performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by an End User shall be borne solely by Customer.

3.2 Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice (“Completion Notice”) upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (a) Customer’s (or its End User’s) failure to deliver any required materials, support or information to TWC; or (b) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC its standard installation fee for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the installation. Customer shall perform interconnection of the Services and TWC Equipment with Customer’s or an End User’s equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

3.3 TWC and its third party providers shall comply with the applicable provisions of California Education Code Section 45125.1. TWC shall either: (a) conduct criminal background checks of all employees of TWC and/or its third party service providers assigned to provide Services at a Customer site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Customer’s designated Certification Regarding Background Checks form; or (b) shall be separated by a physical barrier from students. The Certification Regarding Background Checks form shall be obtained from the Customer prior to providing any Services on a Customer site. In performing the services set forth in this Master Agreement, TWC and/or its third party

service providers shall not utilize any employees who do not meet the requirements of Education Code section 45125.1. At Customer's sole discretion, Customer may make a finding, as authorized under Education Code section 45125.1, that TWC and/or its third party service providers' employees will have only "limited contact" with students. TWC and/or its third party service providers' failure to comply with this law shall be considered a material breach of this Master Agreement upon which this Master Agreement may be terminated, at Customer's sole discretion, without any further compensation due to TWC.

4.0 SUPPORT & MAINTENANCE

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items (collectively, "TWC Equipment"), on TWC's side of the demarcation points used by TWC to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer shall provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

Customer shall ensure that all TWC Equipment at Customer's and End Users' facilities remains free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. Customer is responsible for ensuring that any Customer equipment used in connection with the Services is protected from fraudulent or unauthorized access. Customer is responsible for all access to and use of the Service (whether or not such use is fraudulent or authorized) and for the payment of all charges incurred on Customer's Service account, including any charges resulting from fraudulent or unauthorized access to any Customer equipment until such time as Customer

informs TWC of such fraudulent or unauthorized access. In addition, as between the Parties, Customer is responsible for: (a) all content that is viewed, stored or transmitted via the Service; and (b) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC. Customer shall not be liable for damage to any TWC Equipment at a Customer facility that is caused by ordinary wear and tear or a Force Majeure Event as defined in Section 16.0 below.

5.2 Customer shall not use, or allow the Services to be used, in a manner that would cause, or be likely to cause, TWC 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 TWC agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Master Agreement.

6.0 TERM

The Master Agreement shall commence on the earlier to occur of (a) the date of the last signature on the Service Agreement (the “Effective Date”) or (b) TWC’s commencement of delivery of the Service(s) set forth in a Service Order, and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the “Term”). The term for the applicable Service shall be set forth in the Service Order (“Initial Order Term”) and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Order, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions (“Renewal Order Term”, collectively with Initial Order Term, “Order Term”). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT

For each Service, Customer shall pay TWC all recurring and non-recurring charges, fees and taxes, (which may include installation, construction, and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the “Service Charges”) as set forth on the Service Order in accordance with the following payment terms: Service Charges shall be billed to Customer on a monthly basis commencing upon installation, and are payable within thirty (30) days after the date appearing on the invoice. Customer must bring any billing error to TWC’s attention within thirty (30) days after the date appearing on the applicable invoice or Customer waives its right to a refund or credit associated with such billing error. TWC shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the Initial Order Term for such Service upon thirty (30) days written notice to and approval from Customer. TWC may charge a late fee for any amounts which are not in dispute or not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Except as may be

prohibited by applicable law or regulation, Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any state or local fees, charges or taxes arising as a result of the Master Agreement that are imposed on TWC or TWC's Services, or measured on TWC's receipts, and any other costs or expenses that TWC 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. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC'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 TWC's net income. Customer shall provide TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. Customer hereby consents that TWC may disclose such written documentation, which may include a tax exemption form, to any governmental authority. To the extent such documentation is held invalid for any reason, Customer shall reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC 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, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable Enterprises LLC, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, 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

TWC to provide the Service (collectively “TWC Materials”) shall remain the sole and exclusive property of TWC or its suppliers. Nothing herein is intended to convey any right or ownership interest to Customer or any other person or entity in or to such TWC Materials. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for under the Master Agreement. Customer may use the TWC Materials solely for Customer’s use of the Service during any applicable Order Term and the same may not be transferred by Customer to any other person, corporation or entity. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer in the Master Agreement are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Except as required by applicable law, Customer shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the Master Agreement, the TWC Materials and any other information and materials provided by TWC in connection with the Master Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the Master Agreement.

9.3 If software is provided to Customer under the Master Agreement, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer’s internal business purposes during the applicable Order Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS TO SERVICES

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC shall notify Customer of any material adverse change to the Service descriptions or applicable tariff in writing, which may be by email. Upon the effectiveness of any addition, modification or deletion, Customer’s continued use of the Services shall constitute Customer’s consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services and such modification has a material adverse impact on Customer’s ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 TERMINATION

11.1 Either Party may terminate the Master Agreement or a Service Order: (a) upon thirty (30) days written notice to the other Party of the other Party’s material breach of the Master Agreement or the applicable Service Order, provided that such material breach is not cured within such thirty (30) day period; (b) immediately in the event that 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 debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a “Bankruptcy Event”); or (c) immediately, in the event that, after entering into such Service Order, TWC conducts a site survey and learns

that the construction costs shall require a material increase in the Service Charges. In the event that Customer fails to comply with any applicable laws or regulations or the terms of the Master Agreement, upon thirty (30) days written notice TWC may suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use commercially reasonable efforts to notify Customer in advance of any such termination or suspension and permit Customer a reasonable period of time to remedy any material degradation; provided that failure to notify Customer shall not constitute a breach of this Master Agreement or contravene TWC's right to immediately terminate or suspend as set forth above.

11.2 Upon the termination or expiration of the Master Agreement (including all Service Orders): (a) TWC's obligations under the Master Agreement shall cease; (b) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees, if any; (c) Customer shall promptly cease all use of any software provided by TWC under the Master Agreement, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall reimburse TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11.

11.3 In addition, notwithstanding anything to the contrary in the Master Agreement, in the event this Master Agreement or any Service Order hereunder terminates for any reason other than TWC's material breach or a Bankruptcy Event impacting TWC (as permitted in Sections 11.1(a) or (b)) or as permitted in Section 11.1(c) above, Customer shall, at TWC's discretion: (a) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Order Term or the then-current Renewal Order Term; or (b) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation or construction fee.

11.4 If the funds Customer requests for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without penalty or termination charge as set forth in Section 11.3, such Services at a Service location listed on a Service Order, provided that Customer shall (a) provide TWC 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 TWC all amounts due and owing at the time of such Non-Appropriation for all Services provided by TWC pursuant to the Service Order; (c) pay to TWC, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by TWC 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 TWC hereunder for such Service, and shall return such software to TWC; and (e) return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement of any Equipment not returned in accordance with this paragraph. If Customer subsequently obtains funds that are

legally available and appropriated for the payment of Services, Customer agrees to enter into a new Service Order with TWC for substantially similar services to the extent funds are available and appropriated for such Services for a term not less than the portion of the original Initial OrderTerm remaining at the time of the Non-Appropriation, which obligation shall expressly survive any termination of the Agreement.

11.5 The provisions of sections 7 - 9, 11 - 15, 17.1, 18, 19, 21 – 23, 25 and 26 and the Attachments shall survive the termination or expiration of the Master Agreement.

12.0 INDEMNIFICATION

To the extent not prohibited by applicable law, Customer shall defend, indemnify and hold harmless TWC, its affiliates and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) a Customer breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

TWC shall indemnify and defend the Customer and its boards, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to bodily injury or tangible property damage caused by the negligence or willful misconduct of TWC, its affiliates, or its and their employees, agents, third party providers, subcontractors or suppliers. The foregoing constitutes the full and complete obligation of TWC to indemnify and defend Customer and supersedes any indemnification or hold harmless provision in any affidavit or certification.

13.0 DISCLAIMER OF WARRANTY

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE, AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," 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 TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY

TWC SHALL 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 SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE MASTER AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER UNDER THE MASTER AGREEMENT. TWC 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 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.

15.0 DISCLOSURE OF CUSTOMER INFORMATION

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

“Telecommunications Act”), the Federal Cable Communications Act (the “Cable 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 Attachment B (Voice Services), the Subscriber Privacy Policy, and, if applicable, in TWC’s tariff, which are incorporated into, and made a part of, the Master Agreement by this reference. The Subscriber Privacy Policy is available at www.twc.com/legal (the “Subscriber Privacy Policy”). In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer’s and its employees’ personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers (“ARIN”) or any similar agency, or in accordance with the Subscriber Privacy Policy or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE

Notwithstanding anything to the contrary in the Master Agreement, a Party shall have no liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts (not caused by either Party to this Master Agreement), natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a “Force Majeure Event”). Notwithstanding anything to the contrary in the Master Agreement, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS

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 TWC’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 TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer under the Master Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer’s requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer’s purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC’s delivery of, and Customer’s use or consumption of the Service. In addition, if TWC determines that offering

or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 The Master Agreement, including the Attachments and the Service Order(s), are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are 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 Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided under the Master Agreement, then such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT

The Master Agreement, including without limitation all Attachments, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a 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 any Service Order are inconsistent with the terms of the Master Agreement (excluding the terms of any such Service Order), the terms of the Master Agreement (excluding the terms of any such Service Order) then the terms of the Service Order shall control. To the extent that the terms of any certification or affidavit are inconsistent with the terms of the Master Agreement, then the terms of the Master Agreement shall control.

20.0 COMPLIANCE WITH LAWS

As between the Parties, TWC shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated in the Master 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 Master Agreement. Unless specified otherwise in the Master Agreement, each Party shall give all notices, pay all fees

and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Master Agreement.

21.0 ARBITRATION

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE STATE OF CALIFORNIA AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 GOVERNING LAW; JURISDICTION; CLAIMS

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of California (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 claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

23.0 SEVERABILITY; WAIVER

In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties set forth in the Master Agreement and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default under the Master Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on TWC, any waiver must be in writing.

24.0 ASSIGNMENT

Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement, in whole or in part, including, without limitation, to any affiliate without the prior written approval

of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC in the Master Agreement may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors, third party providers or suppliers ("Subcontractors"); provided that TWC shall remain responsible for the performance of its Subcontractors.

25.0 PUBLICITY

Except as may be required under applicable law, Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent.

26.0 NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES

There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors.

27.0 TWC.COM

Customer agrees that its use of the Time Warner Cable site shall comply with the Site Terms of Use and Site Privacy Policy available at <http://www.timewarnercable.com/en/business-home/legal/privacy-policy.html>

28.0 NOTICES

Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Enterprises LLC, 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254.

29.0 COUNTERPARTS

The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

30.0 INSURANCE

TWC shall, prior to commencement of proposed Services, furnish Customer with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required as set forth below. TWC will use reasonable efforts to provide Customer with notice in advance of any cancellation of coverages required hereunder. Such insurance shall meet at least the minimum level of coverage outlined in this Section and be provided by an insurer with an A.M. Best rating no less than an A-.

TWC shall procure and maintain during the Term, the following minimum limits of insurance:

- Commercial general liability coverage must be no less than \$1,000,000 per occurrence for bodily injury,

personal injury and property and must include a separate additional insured endorsement naming Customer and its officers, and employees as additional insureds, on a separate endorsement form ISO, CG 2010.11 85 (Form B). The additional insured endorsement shall state that, with respect to the Services provided by TWC hereunder this Master Agreement, such policy is primary and any insurance carried by Customer is excess and non-contributory with such primary insurance.

- Automobile Liability insurance coverage must be no less than \$1,000,000 per accident for bodily injury and property damage or TWC must submit to the Customer a Customer authored form certifying under penalty of perjury that TWC and its employees, agents, subcontractors and/or third party providers will not enter any Customer premise.
- Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident for bodily injury or disease or TWC must submit District's a fully executed form certifying under penalty of perjury that TWC and its employees, agents, subcontractors and/or third party providers are exempt from Workers' Compensation.
- Professional Liability insurance coverage must be no less than \$1,000,000.

The Certificate Holder Additional Insured shall be addressed as follows:

William S. Hart Union High School District
Attn: Contract Specialist/Purchasing
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

31.0 Registration with Department of Industrial Relations

If this project involves installation of equipment, or any other labor to be performed on Customer premises by TWC or TWC's subcontractors, pursuant to Labor Code Section 1725.5, TWC must be registered with the Department of Industrial Relations (DIR). This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

TWC and any subcontractors engaging in work on Customer premises are required to review and comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning, for example, the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, and various penalties or fines which may be imposed for violations of the requirements of the chapter. TWC's agrees to bind every subcontractor performing work on Customer premises to these requirements to the extent such requirements are applicable to the subcontractor's work.

Attachment A
Business Class Cable TV Service
("Cable TV Service")

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide basic and standard cable services. Music Choice® shall be considered a part of the Cable TV Service. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

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

- In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC shall provide such TWC Equipment and Customer shall pay for such TWC Equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.
- Customer shall take all necessary precautions to ensure that the Cable TV Service is received only by authorized parties, and that no part of the Cable 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. Without limiting the generality of the foregoing, Customer understands and agrees that the Cable TV Service is provided solely for use by Customer at the Customer's premises. Customer may not resell the Cable TV Service, or any portion thereof, redistribute the Cable TV Service, or any portion thereof, whether or not Customer receives compensation for such redistribution, or otherwise connect or provide access to the Cable TV Service, or any portion thereof, to any other person or entity.
- Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
- Customer shall permit TWC to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service.
- In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to the Service Charges that would have been due for such excessive usage. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the

prior written consent of TWC.

- Customer acknowledges that certain uses by Customer of music contained in programming on TWC video services may constitute “public performances” of such music and may subject Customer to additional licensing requests from ASCAP, BMI and/or SESAC (“PROs”). TWC is not responsible for any fees due to PROs on account of public performances by Customer of music contained in TWC video service. Music Choice® service is licensed to Customer for commercial use, but may not be used in any dance hall, discotheque, skating rink, arena or other similar establishment or any establishment where an entry fee is charged.
- The monthly Service Charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in the Master Agreement, the monthly Service Charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B
Business Class Phone Service, Business Class SIP Trunk Service and Business Class PRI Service
(collectively, “Voice Services”)

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Customer shall also have the option of selecting to receive Business Class Phone Service as part of the Teleworker Service (as defined in Attachment C of these Terms and Conditions) to provide telephone service to up to two (2) phone lines per End User of Customer, at the End User residential location of the End Users set forth on a Service Order. If Customer selects to receive Business Class Phone Service as part of the Teleworker Service, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the Business Class Phone Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

Business Class SIP Trunks Service: If Customer selects to receive the Business Class SIP Trunks Service, Customer will receive voice and call processing services via one or more concurrent calls using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (“PBX”) or other equipment facilities and services (“Customer-provided equipment” or “CPE”), and a variety of features, as described more fully in the applicable Service Order.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface (“PRI”) connection to Customer’s PBX or other CPE, and a variety of features, as described more fully in the applicable Service Order.

As a Business Class SIP Trunk Service or Business Class PRI Service customer**, Customer will receive:

Alternate Routing: automatically reroutes all incoming calls to a pre-determined phone number in the event of a service outage, PBX outage, or power outage affecting inbound call processing.

In addition, as a Business Class SIP Trunk Service or Business Class PRI Service customer**, Customer may select to receive the following Business Class SIP Trunk Service option or Business Class PRI Service option:

Trunk Overflow: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

Custom Caller ID for Trunks: permits Customer to define the telephone number that TWC makes available to call recipients for Caller ID purposes.

Customer’s use of the Voice Services is subject to the following additional terms and conditions:

Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the Integrated Access Device (“IAD”) used to provide the Business Class PRI Service or Business Class SIP Trunk Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User’s facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD 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 the Voice Service will be available in all circumstances. Customer shall specifically advise every End User of the Voice Service that the Business Class voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, the Voice Service and E911 may not be available. Customer shall distribute to all End Users of the Voice Services labels/stickers (to be supplied by TWC) and instruct all End Users of the Voice Services to place them on or near the equipment used in conjunction with the Voice Service. The location and address associated with the Voice Service will be the address identified on the Service Order (the “Master Address”).

Customer is not permitted to move TWC Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

In some geographic areas, the Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent LEC, a competitive LEC, or Time Warner Cable a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 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 (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, Customer further agrees to defend, indemnify and hold harmless TWC, 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 Voice Service from locations other than the Master Address.

Customer will be notified by TWC as to whether the Voice Services to which Customer subscribes include the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or 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; the use of third-party enterprise 911 solutions or Customer’s attempt to access the Voice Service from a remote location.

If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that TWC 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 premises 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. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a customer premises 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 law, 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.

Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy-two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details (“Calling Details”), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer’s bills (collectively, “Customer Proprietary Network Information” or “CPNI”), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Subscriber 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.

TWC may use and disclose Calling Details and CPNI when required by applicable law. TWC may use Calling Details and CPNI and share (including via e-mail) 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 TWC, 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 TWC’s network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer’s consent before using Calling Details or CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.

Customer may obtain from TWC Calling Details showing Customer’s outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer’s secure account information page on TWC’s web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC’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. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer’s account address of record or by making the document or information available to Customer or Customer’s employee at a TWC retail location upon presentment of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer’s account address of record. TWC may provide such notice by voicemail, by email or by regular mail to Customer’s prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer’s option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) (“Calling Detail Preauthorization Plan”). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan.

Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail (including CPNI) that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information. If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at <http://business.twc.com>.

If a Business Class PRI Service or Business Class SIP Trunk Service customer elects to receive the Trunk Overflow or Alternative Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the TWC customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. 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.

Customer agrees to comply and ensure any End Users comply with TWC's Voice Services Policy, available at <http://www.timewarnercable.com/en/business-home/legal/privacy-policy.html>, which is incorporated into, and made a part of, the Terms and Conditions by this reference.

*** For those customers that purchased the Business Class PRI Service prior to April 1, 2013, Trunk Overflow and Alternative Routing may be available on an individual case basis, as determined by TWC. Please contact your TWC sales representative for further information.*

Attachment C
Business Internet Access, Dedicated Internet Access, and Burstable Dedicated Internet Access
(collectively, “Data Services”)

Business Internet Access (“BIA Service”): BIA is Internet access service implemented using a hybrid fiber/coax (“HFC”) access network. The Customer interface to a cable modem is via Ethernet connection. By taking advantage of DOCSIS Class of Service (“CoS”) capabilities, BIA data traffic can be prioritized over residential Internet traffic, but CoS cannot be guaranteed beyond the TWC network (i.e., across other internet service provider backbones). BIA enables a variety of asymmetrical upstream and downstream rates. If Customer selects to receive the BIA Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer’s data network. Customer shall be permitted to connect any number of computers within Customer’s identified sites to the BIA Service, provided that use does not exceed the standard bandwidth provided by TWC.

Customer shall also have the option of selecting to receive the BIA Service as part of the Teleworker Service (as defined below) to provide internet connectivity at the residential location of the limited number of End Users of Customer set forth on a Service Order. If Customer selects to receive the BIA Service as part of the Teleworker Service, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the BIA Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

The “Teleworker Service” provides Internet connectivity to a Customer’s employee’s computer(s) located at the employee’s residential location (each a “RC”) via a cable modem installed by TWC in the employee’s RC. Customer shall identify on a Service Order each Customer employee on whose behalf Customer is ordering the Teleworker Service. Each RC connection may be used by one Customer employee solely for Customer’s internal business purposes.

Dedicated Internet Access (“DIA Service”): If Customer selects to receive the DIA Service, TWC 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 the TWC facility identified on a Service Order.

Burstable Dedicated Internet Access (“Burstable DIA Service”): If Customer selects to receive the Burstable DIA Service, TWC shall provide Customer with a dedicated, burstable, scalable connection over a packet-based infrastructure, with a committed minimum speed (“Committed Information Rate” or “CIR”) and the ability to burst to maximum available physical port speed, between Customer’s data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer’s use of the Data Services is subject to the following additional terms and conditions:

- TWC’s provision of any Data Service is subject to availability.
- TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network (“VPN”) and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not upload, post, transmit or otherwise make available on or via the Data 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, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in

the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

- TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Data Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to the Service Charges that would have been due for such excessive usage. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement or any bandwidth utilization limitations.
- Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D
Business Class Data Transport Services: Ethernet Solutions
(“Ethernet Service”)

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer’s data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

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

- TWC’s provision of Ethernet Services is subject to availability.
- TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Ethernet 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, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer’s usage of the Ethernet Service exceeds Customer’s rights under the Master Agreement, Customer shall pay TWC an amount equal to the Service Charges that would have been due for such excessive usage. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Each tier or level of Ethernet Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer’s inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.
- Customer represents and warrants that Customer’s use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer’s use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer shall be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer’s use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC’s provision of the Ethernet Services is likely to put TWC’s franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC 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 TWC with satisfactory assurances that Customer’s use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment E**
Access to Business Class Cloud Services – Hosted Exchange and SharePoint
(“Cloud Services”)

Cloud Services: The Cloud Services include messaging (“Hosted Exchange”) and collaboration (“SharePoint 2010”) Services offered via the Microsoft suite. Customer can elect to receive the Hosted Exchange Service only or both the Hosted Exchange and SharePoint 2010 Services. Customer cannot receive the SharePoint 2010 Service only. Customer’s access to and use of the Cloud Services shall be managed through the TWC Cloud Services portal (the “Cloud Services Portal”).

1. Prerequisite. In order to receive the Cloud Services, Customer must (a) be an existing customer of a Data Service (as defined in Attachment C) or (b) purchase the Cloud Services in conjunction with Customer’s purchase of a Data Service. If a Customer’s Data Services are cancelled or terminated for any reason, Customer’s Cloud Services shall terminate immediately without notice from or liability to TWC.
2. Term. The Cloud Services are available for purchase on a fixed term basis of 1 year or greater and on a month-to-month basis. Customer’s selected Order Term will be designated on the applicable Service Order.
3. SharePoint 2010 Generally. SharePoint 2010 is a platform that allows customers to share information and collaborate efficiently through team workspaces, document storage and content management. SharePoint 2010 enables users to locate information quickly and efficiently and work with others more productively.
4. Hosted Exchange Generally. Subject to the minimum commitment in Section 6 below, the Hosted Exchange service can include one or more of the following types of mailboxes, as well as BlackBerry Access, only as designated on a Service Order or as added by Customer through the Cloud Services Portal: Premium Mailboxes, Standard Mailboxes, Basic Mailboxes and/or Resource Mailboxes.

Feature/Functionality	Premium Mailboxes	Standard Mailboxes	Basic Mailboxes	Resource Mailboxes*
Mailbox Storage	25GB	25GB	2GB	2GB
Calendar Free/Busy Service	Included	Included	Only via OWA	Included
Global Address Book Access	Included	Included	Only via OWA	Listed as a resource
Outlook Web Access (OWA), POP/IMAP	Included	Included	Included	Included
Disclaimer Text	Included	Included	Not Included	Not Included
Shared Calendar and Contacts	Included	Included	Not Included	Not Included
Outlook Desktop Client	Included	Not Included	Not Included	Not Included
Mobility via ActiveSync	Included	Included	Not Included	Not Included
Mobility for BlackBerry	Optional	Optional	Not Included	Not Included

*A Resource Mailbox is a mailbox that represents conference rooms and company equipment. Resource mailboxes can be included as resources in meeting requests, providing a way to manage the scheduling of resources for an organization.

5. Additional Services. The Hosted Exchange Service includes Advanced Anti-Virus/Anti-Spam. For an additional charge, Customers also can elect to receive Archiving and/or Encryption Services as part of their Hosted Exchange Service. Archiving and/or Encryption fees will not begin to accrue per each mailbox until the applicable mailbox becomes active.
6. Minimum Commitments and Volume Discounts for Hosted Exchange. Notwithstanding anything to the contrary, Customer is subject to the following minimum commitments with respect to the Hosted Exchange Services:
 - a. Customer agrees to purchase a minimum of 3 Premium Mailboxes, or 3 Standard Mailboxes or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a month-to-month basis, during the Order Term, Customer is required to purchase and pay for a minimum of 3 Premium Mailboxes, 3 Standard Mailboxes, or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a fixed term of 1 year or greater, during the Order Term, Customer is required to pay for the minimum charges set forth in Customer's initial Service Order regardless of whether Customer uses any or all such mailboxes.
 - b. Volume discounts are available for Cloud Services purchased on a fixed term basis of 1 year or greater. The initial volume discount tier for Customer's Cloud Services is determined by the total number of mailboxes sold to Customer at the time of the initial Service Order for the Hosted Exchange Service. Any mailboxes added by Customer via the Cloud Services Portal will be provided at the same volume discount tier as those mailboxes set forth in the initial Service Order. Volume discounts are not available for Cloud Services purchased on a month-to-month basis.
 - c. The minimum commitments in this Attachment E shall apply throughout the Order Term for the Hosted Exchange Service, regardless of whether Customer actually uses and/or decommissions such mailboxes.
7. Customer Administrator. At the time of placement of the initial Service Order for the Cloud Services, Customer is required to designate a "Customer Administrator" and provide TWC with an email address for the Customer Administrator. The email address provided must use a domain name that is different than the Customer domain(s) used for the Hosted Exchange Service. This email address will be used by TWC for purposes of communicating with Customer, including delivery of initial welcome credentials and account information. The Customer Administrator will be provided a user name, password and URL for access to and use of the Cloud Services Portal. The Customer Administrator will have the authority to make changes to Customer's Cloud Services account including cancellation of and/or adding or deleting mailboxes to the Cloud Services to the extent permitted by the Terms and Conditions. The Customer Administrator may also appoint a secondary administrator with the authority to make such changes.
8. Information. Customer acknowledges that it is Customer's and it's End Users' responsibility to ensure that any data or information submitted to TWC during the provisioning of the Cloud Services (e.g.

Customer Administrator name and email contact and payment information) is true, accurate and up-to-date. Customer shall keep TWC informed of any changes in any such information.

9. Service Activation. In order for an End User to use the Cloud Services, the Customer Administrator must first activate and assign a mailbox to the applicable End User, including setting the End User profile and configuring appropriate services for each End User account. Upon Service activation, End Users will have the option of migrating their existing email accounts to Customer's Cloud Services domain(s). Customer Administrator and End Users may migrate their existing email accounts by using the documentation and, if applicable, the migration tool (Migration Wizard) provided by TWC. Customer's and its End User's use of the migration tool is conditioned upon Customer's representation that Customer has the right to provide TWC and its third party providers with (a) access to the applicable email mailboxes and the content thereof, and (b) the right to capture and transfer all materials included as part of such email mailboxes.

10. Customer Care Support.

a. Service Activation Support. TWC offers phone, email and remote support to assist with Customer's Service activation efforts as part of the Cloud Services. The TWC care team is available to assist Customer Administrator and End Users as follows:

- ☐ Setting up customer accounts.
- ☐ Configuring Cloud Services on behalf of Customer.
- ☐ Logging on to the End User's PC and installing Outlook client on the End User's behalf.
- ☐ Receiving Customer and End User credentials and configuring the automatic email migration tool to migrate emails from their previous email domain to the TWCBC email domain.
- ☐ Setting up Customer Outlook profiles, permitted user lists and blocked user lists.
- ☐ Helping Customer perform updates and changes on the Cloud Services Portal on behalf of Customer.
- ☐ Helping with general questions on transitioning email services into Cloud Services.

b. Service Purchase Support. Upon the request and permission of Customer or Customer Administrator, TWC representatives may log on to the Cloud Services Portal and order additional Cloud Services on behalf of Customer.

c. General Support. Customers shall contact TWC to request general support for the Cloud Services and agree not to contact TWC's third party providers for such support. When providing remote assistance, with permission from Customer, Customer's Administrators or End Users, TWC representatives may install, configure and test software related to Customer's Cloud Services. Customer must use the TWC provided remote desktop management software in order to receive remote assistance with Service activations and

other TWC support services.

☐ OBO (On-Behalf-Of) --- Customer acknowledges that in order for TWC to perform certain support and/or care functions (including the Service activation support described above), authorized TWC staff members may utilize a proxy feature called On-Behalf-Of (“OBO”). OBO enables the TWC staff member to log into Customer’s Cloud Services Portal control panel in order to perform functionality that Customer has access to, all without the need of requesting Customer to provide a username or password. Any access or transactions conducted via this OBO feature are automatically logged for security purposes. Customer hereby consents to TWC’s use of OBO to perform support and care functions in connection with Customer’s Cloud Services.

11. Access and Audit Rights. As a Cloud Services provider, TWC is required to access, test and audit Cloud Services system information for limited purposes. Customer acknowledges and agrees that the Cloud Services (and Customer data contained therein) may be accessed by or on behalf of TWC (remotely or otherwise) for administrative tasks, to monitor Customer’s use of the Cloud Services to ensure compliance with license and usage limitations, to respond to technical problems and/or queries related to the Cloud Services, and to test and ensure the proper working of the Cloud Services. In addition, Customer acknowledges and agrees that TWC may disclose Customer’s location and usage information to TWC’s third party Cloud Service providers, solely as required by such providers. If Customer or an End User requests TWC or its third party service providers to debug or repair an account or to access individual emails, Customer hereby grants permission for, and represents and warrants that it has all necessary consents and authority to allow TWC (and its necessary third party service providers) to perform such work, access such emails and modify the data stored therein to the extent reasonably necessary to resolve the problem. Customer understands that in some cases, this may involve TWC or its third party service providers viewing, in human-understandable form, the contents of the data and may result in damage to such contents.

12. Additional Terms of Use. In addition, Customer and its End Users:

- a. shall not use the Cloud Services in violation of any applicable law or in a manner that knowingly facilitates or furthers the violation of any applicable law;
- b. shall not use the Cloud Services to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, including unsolicited bulk messages or unsolicited commercial messages; (ii) upload, download, export, import, send, store or otherwise make available, any material (including any message or series of messages) that are infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous, including material harmful to children, obscene or indecent, that constitutes hate speech, is otherwise offensive or objectionable or that violates any third party’s privacy rights; (iii) upload, download, export or import, send, store or otherwise make available, material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity, function or performance of the Cloud Services,

TWC's or a third party service provider's networks or computer systems, or data contained therein; (v) gain or attempt to gain unpermitted access by any means to any TWC or third party service provider's computer system, network or database; or (vi) cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;

c. shall use the Cloud Services solely for processing their own data, and shall not use or require any third party to use any data obtained via the Cloud Services for any unlawful purpose;

d. shall use commercially reasonable efforts to prevent unauthorized access to the Cloud Services and shall notify TWC promptly of any such unauthorized access;

e. shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Cloud Services available to any third party as a part of a service bureau arrangement or otherwise; or (ii) use the Cloud Services other than as provided herein or in a way that is intended to harm TWC, its third party service providers and its and their affiliates, partners, vendors or customers;

f. shall not attempt to use or access the email migration services provided by TWC using any software or service other than the migration tool provided by TWC;

g. shall not attempt to use or access the Cloud Services account of another person without authorization from the account holder;

h. shall not use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Cloud Services;

i. shall not knowingly damage, disable, overburden or impair the Cloud Services or otherwise knowingly interfere with anyone's use and enjoyment of the Cloud Services;

j. shall not (i) make copies of the Cloud Services or (ii) attempt to reverse-engineer, or otherwise discover or recreate any part of the Cloud Services (including any code, technology or methodology used in connection with the Cloud Services);

k. shall not use the Cloud Services (i) to migrate any data or materials that TWC or its third party providers otherwise state as being prohibited, from the Cloud Services; or (ii) other than for their intended purposes;

l. shall not use the Cloud Services for any mission or life-critical purposes, including the migration of any data which, if lost or corrupted, could endanger the health or safety of any person or otherwise in any application or situation where the failure of the Cloud Services could lead to death, serious personal injury of a person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to, the operation of nuclear or chemical facilities, navigation or

communication systems for aircraft or other modes of human mass transportation, life support systems, implantable medical equipment, motor vehicles or weapons systems environments. TWC and its third party providers disclaim any express or implied warranty of fitness for such high risk activities;

m. shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Cloud Services; and

n. shall only run one instance of Microsoft Outlook on a single device for each Premium Mailbox ordered pursuant to the Cloud Services.

13. Taxation. For purposes of applying state and local sales and use tax to the sales of Cloud Services provided hereunder, TWC assumes that Customer will use the Cloud Services at the location of the Customer Administrator, and as such, will apply the state and local sales attributable to such location. If Customer has or will have End Users in areas outside of the location of the Customer Administrator, it is the responsibility of Customer to inform TWC by accurately listing the locations of its End Users in Customer's global address book.

14. Termination/Suspension/Cancellation of Cloud Services.

a. Customer understands and agrees that Customer's access to the Cloud Services may be terminated or suspended if, at any time, continued provision of the Cloud Services would compromise the security of the Cloud Services due to misuse of the Cloud Services, hacking attempts, denial of the service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains or systems.

b. Customer understands and agrees that Customer's access to the Cloud Services may be interrupted at any time to perform emergency maintenance or repair services on the Cloud Services.

c. In the event of any failure by Customer to comply with the terms and conditions of this Attachment E, TWC or its third party service provider will have the right in its sole discretion, to immediately suspend access to the Cloud Services or terminate the Cloud Services, in TWC's sole discretion.

d. Upon termination or cancellation of the Cloud Services for any reason whatsoever, TWC and/or its third party providers may reverse any configurations made to their systems and/or any DNS/name servers under their control that were implemented in order to provide the Cloud Services. It shall be Customer's responsibility to ensure that the requisite changes are made to any DNS/name servers not under TWC's or its third party providers' control and to inform Customer's ISP of the need to reroute inbound email.

e. Upon cancellation or termination of Cloud Services (including any archiving Services), Customer acknowledges and agrees that Customer and any Customer Administrator will no longer have access to the Cloud Services Portal and End Users will no longer have the ability to send and receive emails. Customer shall be responsible for downloading and extracting all Customer data prior to any cancellation or termination request by Customer. Each cancellation request shall include the account to be terminated

and shall be effective upon receipt.

15. Purchasing Additional Cloud Services. Once Customer has executed an initial Service Order with TWC for the Cloud Services, Customer may purchase additional Cloud Services through the Cloud Services Portal.

** For those customers that purchased Cloud Services prior to September 10, 2012, those Cloud Services are governed by the terms and conditions (including the applicable attachment) that were in effect at the date of purchase. Upon request, TWC will provide Customer a copy of such terms and conditions.

Attachment F

Intentionally Omitted

Attachment G

Multi-Channel Video Service (HD Video for Hospitality, HD Video for Healthcare, HD Video Pro)

Multi-Channel Video Service: TWC shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's location(s) identified in a Service Order ("Property"), which programming shall be subject to change at TWC's discretion; provided that TWC shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime/TMC, Cinemax, or STARZ (collectively, "Premium Services").

TWC and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by TWC to Customer and that the display of particular services at various locations within Customer's premises is at customer's discretion.

TWC owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems ("Systems"), 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 System is located that are owned by Customer or a third party, in which case (as between Customer and TWC) Customer shall own such items and Customer hereby grants to TWC the non-exclusive right to access and use such space during the Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the System to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of TWC.

Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video 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, nor shall Customer authorize or approve of any copying, taping or duplicating thereof. Multi-Channel Video Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant or fraternal organization). In commercial establishments with public viewing, only the Multi-Channel Video Service lineup(s) that is approved for public viewing may be used.
3. Customer shall permit TWC reasonable access to Customer and any End User facilities, to inspect the facilities at periodic intervals to ascertain, among other things, the number of television sets receiving the

Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.

4. Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
5. Customer, at its sole expense, shall furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing.
6. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of TWC. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of TWC. The limitations of this paragraph shall not apply to formatting of programming as agreed by TWC and Customer.
7. Customer shall provide all first level contact and support to its authorized users relating to the System and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by TWC, Customer shall contact the designated TWC technical support contact for resolution.
8. The inside wiring shall be installed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. TWC shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide TWC with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.
9. Notwithstanding anything to the contrary in the Master Agreement, the Service Charges for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.
10. In the event that Customer closes for renovation a Property which is receiving the Multi-Channel Video Service, TWC will allow Customer to put the Multi-Channel Video Service account for such Property in a suspend mode and billing will be suspended until such time as the Property is reopened for business. If any such suspension occurs during the Initial Order Term for the Multi-Channel Video Service, such Initial Order Term shall be extended for the period of time that the account was in suspend mode. Customer shall notify TWC thirty days in advance of any billing suspension and/or resumption as permitted herein. If billing is not resumed for any suspended Multi-Channel Video Service account within one year of the initial suspension thereof, the termination charge described in Section 11.3 of the Master Agreement shall apply.

Customer's use of the Set back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:

- A. All terms set forth in this Attachment G shall apply to the SBB Offering except to the extent modified below.
- B. Notwithstanding Section 1 above, the SBB Offering includes certain video-on-demand programming.
- C. Notwithstanding Section 4 above, TWC 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.
- D. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with TWC's and Customer's brands), then Customer shall provide TWC a copy of Customer's logo in accordance with TWC's technical specifications and hereby grants TWC a right and license to use such logo for purposes of such co-branding.

ADDENDUM TO TIME WARNER CABLE BUSINESS LLC TERMS AND CONDITIONS

Supplemental E-Rate Terms and Conditions

This **Addendum to Time Warner Cable Business LLC Terms and Conditions – Supplemental E-Rate Terms and Conditions** (“E-Rate Terms and Conditions”) applies to the E-Rate Services to be provided to Customer (“E-Rate Services”) and constitutes an addendum to the Time Warner Cable Business LLC Service Agreement (“Service Agreement”) and the Time Warner Cable Business LLC Terms and Conditions (“Terms and Conditions”) applicable to Customer.

Capitalized words used, but not defined, in these E-Rate Terms and Conditions have the meanings given to them in the Service Agreement and Terms and Conditions.

1.0 E-Rate Services

The following Services provided by TWC may be eligible E-rate Services, subject to applicable e-rate regulations and approval by the Universal Service Administrative Company (USAC):

- Voice Services (Attachment B to the Terms and Conditions);
- Data Services (Attachment C to the Terms and Conditions);
- Ethernet Service (Attachment D to the Terms and Conditions); and
- Managed WiFi Services (more fully described below).

2.0 Managed WiFi Services

The “Managed WiFi Services” are governed by the Terms and Conditions, the Time Warner Cable Business LLC Managed WiFi Service Service Level Objectives, attached hereto as Schedule 1, and the additional following terms and conditions:

2.1 TWC WiFi Service and Equipment. To be eligible to receive the TWC Managed WiFi Services, Customer must be receiving Data Services from TWC. Subject to the foregoing, TWC will, and Customer grants TWC permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer’s premises at the location(s) identified in the applicable Service Order.

2.2 Internet Access. For schools that utilize a centralized Internet access configuration where TWC will not be the primary Internet access provider, TWC will provide an Internet circuit for the sole purpose of providing TWC out of bandwidth management (“OOB”). This OOB circuit would only provide connectivity to the Managed WiFi Services equipment (switches and controllers).

2.3 Connectivity to Local Area Networks. Managed WiFi Services may provide a separate SSID for employee Internet access. 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, user authentication (DHCP and NAT, for example) would all be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Services do not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

2.4 Privacy Standards. TWC can provide a non-broadcast SSID. 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 TWC authorized personnel and vendors will have access to log into the WAP devices on site. TWC is not responsible for security breaches that occur related to any SSIDs. TWC does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic on the network before and after the firewall to protect Customer’s data.

2.5 Managed WiFi Service Considerations. Neither TWC nor any of TWC's agents or third-party providers: (i) will be liable in any way for any content that is viewed, stored or transmitted via the Managed WiFi Services, including, but not limited to, any errors or omissions in any such content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to, or delay, failure, interruption or corruption in the transmission of, such content; (ii) guarantee the accuracy of any information submitted by any user of the Managed WiFi Services, nor any identity information about any user of the Managed WiFi Services; or (iii) endorse or have any control over what Customer or other users post or submit via the Managed WiFi Services.

2.6 Managed WiFi Services E-Rate Proposal Pricing. If the construction, cabling, fiber runs, or other Managed WiFi Services design elements costs ("Construction Costs") exceed \$30,000, TWC reserves the right to amend the pricing offered. Pricing is only applicable to TWC's "on-net" locations. A building location is deemed "on-net" if it is physically connected to TWC's fiber plant and a current or former TWC customer is in the building. Construction Costs exceeding \$30,000 may apply when more complex or distance installations are required at Customer's premise.

3.0 CUSTOMER OBLIGATIONS

Customer shall file all applicable forms and certifications by required deadlines and otherwise make every effort to accurately complete forms and comply with all E-Rate rules, regulations, and procedures. To the extent that funding of the amount of E-Rate discounts necessary to fulfill the terms of Master Agreement is reduced, denied, eliminated, or otherwise not available from the Schools and Libraries Division (SLD) of USAC, Customer shall promptly notify TWC of the SLD's determination. Customer acknowledges that TWC is not required to begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable discounts or (ii) Customer elects to pay in full the gross monthly Service Charges set forth on the Service Order.

4.0 DISCOUNTS

Customer chooses to use the following procedure for obtaining discounts from the SLD of the USAC:

- ☐ Form 472 Method, Billed Entity Applicant Reimbursement (BEAR) – Customer submits request to the SLD of the USAC for discounts on eligible Services received on or after the effective date of discounts and already paid by Customer.
- ☒ Form 474 Method, Service Provider Invoice (SPI) – TWC submits request for payment of discount amounts to the SLD of the USAC.

5.0 Customer E-Rate Supplemental Terms and Conditions

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals. For purposes of this Section, Customer shall mean "District" and TWC shall mean "Service Provider."

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of contract(s) and/or E-Rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the Term.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential Service Provider found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2017.

f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-Rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the Service Provider on an "Invoice Check" with the USAC: <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to FCC §54.504(2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to FCC § 54.511(b). Should it not be the lowest corresponding price, the Service Provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2017 funding year (July 1, 2017). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the Service Provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a Service Provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of Service Provider infrastructure necessary for those services can be considered as also delivered on July 1.

Upon TWC's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, TWC will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If TWC 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, TWC 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.

5) EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- ☐ *Initiation of installation cannot take place before selection of the Service Provider pursuant to a posted Form 470 and in any event no earlier than six (6) months prior to July 1 of the funding year.*
- ☐ *The Category 1 service must depend on the installation of the infrastructure.*
- ☐ *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- ☐ *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- ☐ *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

6) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. Except as provided in applicable program rules, all Service Provider invoicing to USAC must be completed within 120 days from the last day of service.

7) FCC/SLD AUDITABILITY

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. Subject to Section 2.3 of the Agreement, all terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

The parties have executed these E-Rate Terms and Conditions as of the date set forth below.

CUSTOMER

By: _____

Printed Name

Title _____

Date _____

TWC

By: _____

Printed Name

Title _____

Date _____

SCHEDULE 1

Time Warner Cable Business LLC Managed WiFi Service Service Level Objectives

This document outlines the Service Level Objectives (“SLO”) for Managed WiFi Service (the “Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business LLC Service Agreement (including the Terms and Conditions, E-Rate Terms and Conditions, attachments, and Service Orders) (collectively, the “Agreement”). This SLO is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLO and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLO shall control. This SLO applies only to the Managed WiFi Service and not to the underlying Internet access or Ethernet service. All MTTR Targets in the table below are measured at each servicelocation.

Service Problem Priority	Mean Time to Restore
Priority 1	4 hours
Priority 2	12 hours
Priority 3	2 business days

Service Problem Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that causes a portion of the wireless access points to no longer: (i) transmit and receive network traffic from the wireless access point to the wireless gateway, or (ii) exchange traffic between the wireless gateway and the Internet access network interface device. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer’s representatives, agents, residents, or patrons, (v) service problems resulting from an outage of or disruption to the underlying Internet access service; (vi) Customer equipment failures, (vii) Customer is not prepared to release the Service for testing, and (viii) Force Majeure Events.

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none">• Total loss of Service; or• Service Disruption impacting 10% or more of the wireless access points.
Priority 2	<ul style="list-style-type: none">• Service Disruption impacting less than 10% of the wireless access points.
Priority 3	<ul style="list-style-type: none">• A service problem that does not impact the functionality of the wireless access points.

Mean Time to Restore Measurement:

The MTTR measurement for Priority 1 and Priority 2 Service problems is the average time to restore each such type of Service problem during a calendar month calculated as the cumulative length of time it takes TWC to restore the Managed WiFi Service at a single service location following Priority 1 or Priority 2 Service problems in a calendar month divided by the corresponding number of trouble tickets for the same priority of Service problems opened during the calendar month for the Managed WiFi Service.

MTTR for Priority 1 and Priority 2 Service problems is calculated as follows, with separate calculations for each priority level:

$$\frac{\text{Cumulative length of time to restore [Priority 1 or Priority 2] Service problems at a single service location}}{\text{Total number of [Priority 1 or Priority 2] Service problem trouble tickets at a single service location}}$$

II. Network Monitoring and Maintenance Proactive**Monitoring:**

TWC Customer Care uses a managed WiFi administration tool to monitor alerts for the status of the devices deployed in the Managed WiFi Service at the service location. TWC Customer Care will take steps to reboot onsite devices remotely in response to alarms, but does not notify Customer of any alarms or service problems. Customers will have the ability to access the managed WiFi administration tool and review the status alarms and may contact TWC Customer Care to open trouble tickets if Customer identifies any alarms affecting the Managed WiFi Service.

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC 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. If TWC desires to perform maintenance at the service location, TWC will contact Customer and make mutually agreeable arrangements.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.