



Customer Service Order

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

Account Executive: Blake Holsclaw
 Phone: 5024107306 ext:
 Cell Phone: 5025658777
 Email: blake.holsclaw@charter.com

Order # 12020845

Customer Information: Customer Code		
Business Name	LEXINGTON-FAYETTE URBAN COUNTY GOVT	Customer Type:
Billing Address		
Attention To:	Account Number	
150 Main Street BOA Office LEXINGTON KY 40507		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Paul Stewart	(859) 684-6923	pstewart@lexingtonpolice.ky.gov
Authorized Contact		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Paul Stewart	(859) 684-6923	pstewart@lexingtonpolice.ky.gov
Technical Contact		
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Paul Stewart	(859) 684-6923	pstewart@lexingtonpolice.ky.gov



Fiber Internet and Ethernet Service Order Information For 150 E Main St Lexington KY 40507

Site Name	Address Location	Location Type	Bandwidth
	150 E Main St Lexington, KY 40507		

Current Services and Monthly charges At 150 E Main St , Lexington KY 40507

Description	Quantity	Sales Price	Monthly Recurring Total
HSD Modem	1	\$0.00	\$0.00
5 Static IP	1	\$0.00	\$0.00
Data Term - 5 YR	1	\$0.00	\$0.00
*Total			\$0.00

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 150 E Main St , Lexington KY 40507

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Fiber Internet 1Gbps	1	\$1,999.00	\$1,999.00	60 Months
Fiber Internet-Service Upgrade within the term	1	\$0.00	\$0.00	60 Months
*Total			\$1,999.00	

*Prices do not include taxes and fees.



Special Terms

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

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

Linda Gorton

Mayor

Printed Name and Title

Jul 1, 2020

Date Signed

COMMERCIAL TERMS OF SERVICE

These Commercial Terms of Service, including all Attachments, Service Orders and other documents identified hereunder, each of which are incorporated herein by reference (collectively, the "Service Agreement" or "Master Agreement") by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") (collectively, the "Parties" or each individually a "Party") for the services specified (the "Services") in each respective service order (each a "Service Order"). The Attachments to these Commercial Terms of Service ("Attachments") further describe Spectrum's Services.

Customer should consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of and remains in compliance with the Service Agreement, including all incorporated documents governing the services provided to the Customer ("Service" or "Services") by Spectrum. Customer's continued use of the Services shall be deemed acknowledgment that Customer has read and agreed to the provisions set forth in this Service Agreement.

Customer understands and agrees that certain Services may not be available in all Spectrum service areas and that upon entering into a Service Order with Customer, Spectrum, at its discretion, may utilize one or more third parties to deliver the Services (the latter, "Third Party Services"). The Third Party Services may be subject to additional terms and conditions.

GENERAL

- 1. SERVICE AGREEMENT TERM.** This Service Agreement shall be effective upon the latest date of the signatures required hereto. This Service Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Service Agreement.
- 2. SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum which may include orders placed via telephone, online or paper. Upon Spectrum's acceptance of a service order(s), as indicated either by Spectrum's written acceptance or by Spectrum's delivery of the Services, such service order(s) shall be deemed an "Order" (or Service Order) hereunder and shall be deemed incorporated into this Service Agreement.
- 3. ORDER TERM.** "Order Term" (or "Service Period") is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).

Unless otherwise set forth in an accepted Service Order, the initial (or minimum) term for Service is one (1) month from the Turn-up Date and the minimum charge is the established MRC (defined below) for one (1) month.

Upon expiration of the initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms, unless either Spectrum or Customer elects to not renew the Order Term by written notice provided to the other at least 30 days in advance of the expiration of the then-current Order Term.

- 4. SERVICE LOCATION.** Spectrum shall provide the Services to Customer at the Service address ("Service Location").
- 5. AVAILABILITY OF FACILITIES.** Services and associated products, facilities, equipment, features and functions will be available in accordance with the Service Agreement, where technically and operationally feasible. Spectrum's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of that Service.

Spectrum may limit communications, refuse to provide Services or discontinue Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of other providers, (iii) any cause beyond Spectrum's control, (iv) any order, law, rule, regulation or ordinance that in any way restricts the provision or operation of the Services or (v) in the event of any prohibited use, as described herein or in any Attachment.

- 6. SERVICE LOCATION ACCESS AND INSTALLATION.**

- (a) Access.** Spectrum will require reasonable access to each Service Location as necessary for Spectrum to review, install, inspect, maintain or repair any Spectrum-provided equipment ("Equipment") necessary to provide the Services.
- (b)** If Customer owns or controls the Service Location(s), Customer grants Spectrum permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum's obligations with respect to such Service Location shall terminate and be considered null and void. Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer or End User equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

- (c) **Installation Review.** Spectrum may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Spectrum determines that safe installation and/or activation of one or more of the Services will have negative consequences to Spectrum's personnel or communications network ("Network") or otherwise cause technical difficulties to Spectrum or its customers, Spectrum may terminate the respective Service(s) effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.
- (d) **Subsequent Interference.** If during the initial or any renewal Order Term, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Spectrum or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Spectrum's personnel, Equipment, or Network and/or cause technical difficulties to Spectrum or its customers, Spectrum may terminate the affected Service Order(s) without liability upon written notice to Customer.
- (e) **Site Preparation.** Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Spectrum.

Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer.

- (f) **Installation.** Spectrum will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any one time charges ("OTC"). If Customer does not agree to pay such OTC by executing a revised Service Order within five business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. OTC may include construction costs, additional Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Customer shall connect Customer's computer or network to applicable Equipment to enable access to the Services.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship.

At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional OTC based on Spectrum's actually incurred labor, material or other costs for such non-routine installation or maintenance.

If the installation and maintenance of Service are requested at locations which are or may become, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or the public or property, Spectrum may refuse to install and maintain such Service, and, if such Service is furnished, may require the Customer to install and maintain such Services. In the event of such hazardous or dangerous conditions, Customer shall defend, indemnify, and hold Spectrum harmless from any claims, loss, damage, or other liability arising from the installation or maintenance of such Service.

Spectrum shall use reasonable efforts to make Services available by the estimated service date set forth in the Service Order. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

Examples of delays of installation include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by Spectrum's vendor(s), and any delays due to any other provider(s) where Spectrum is relying upon such provider(s) to meet such estimated due date which is beyond Spectrum's control.

In the event that Spectrum is unable to install the Service in accordance with the agreed upon schedule as a result of

| Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment or software at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a OTC at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional OTC for each subsequent trip necessary to perform the Service installation.

- (g) **Ongoing Visits.** Spectrum will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Spectrum will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering the Service Location. At Spectrum's request, Customer, or a representative designated by Customer, will accompany Spectrum's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

7. EQUIPMENT AND MATERIALS.

- (a) **Responsibilities and Safeguards.** Except as otherwise provided in this Service Agreement or any Service Order(s), neither Party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or materials owned by the other Party; provided, however, that subject to the indemnification limitations set forth in this Service Agreement, each Party shall be responsible to

the other for any physical damage or harm such Party causes to the other Party's personal or real property, and personal injury through the negligence or willful misconduct of such damage causing Party.

Customer shall:

- i. Safeguard Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by Spectrum, acting in their official capacity, to perform any work on Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Spectrum.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, Termination of this Service Agreement and/or legal action, and Spectrum shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Service Agreement, in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed at the Service Location which interferes with the Services, Spectrum shall not be obligated to distribute a signal to the Service Location better than the highest quality which can be furnished without additional cost to Spectrum as a result of such interference, until such time as the interference is eliminated.

Customer shall be solely responsible for securing and maintaining any and all Customer equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs") and Trunk Equipment (as defined in Attachment B), where applicable.

- (b) **Customer Security Responsibilities.** Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service and/or Equipment. Spectrum may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
- (c) Customer shall ensure that all Equipment at Customer's and End Users' Service Locations (i) remains free and clear of all liens and encumbrances, (ii) is not modified or altered by any person or entity other than Spectrum, (iii) is not subject to accident, misuse, abnormal wear and tear, neglect, or mistreatment, (iv) is not damaged in connection with any equipment or software with which the Equipment is used and not supplied by Spectrum, (v) is not damaged by liquids, and (vi) is not used with any software not supplied by Spectrum for use with such Equipment.

- (d) **Ownership.** Notwithstanding any other provision contained in this Service Agreement to the contrary, all Equipment and materials installed or provided by Spectrum are and shall always remain the property of Spectrum, shall not become a fixture to the Service Location, and must be returned to Spectrum at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Service Agreement.

Customer is solely responsible for securing any Customer-owned or provided CPE (i.e., any customer premises equipment including without limitation PBXs), and shall be solely responsible for any charges associated with such CPE or Third Party Services (including those associated with PBXs, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management or (ii) involves fraudulent activity).

- (e) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Service Agreement and/or Service Order(s) ("Termination"), at the discretion of Spectrum, Customer shall return or allow Spectrum to retrieve the Equipment. Failure of Customer to return or allow Spectrum to retrieve the Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.

8. **STANDARD PAYMENT TERMS.** Customer shall pay recurring and non-recurring charges/fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement.

- (a) **Charges.** Monthly recurring charges ("MRCs") specific to the Service(s) provided by Spectrum and Third Party Services and charges for non-use-based Services, are due prior to the month the Service is delivered. Customer may be charged an OTC for construction, Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Usage-based charges will be invoiced typically within one-month of delivery of the respective use-based Service (e.g., pay-per view charges). Certain MRCs are subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Spectrum. Spectrum shall provide at least 30 days prior notice to Customer of any increase in the MRCs.

Spectrum will 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.

- (b) **Taxes, Surcharges, and Fees.** MRCs and OTCs do not include taxes, fees or surcharges that Customer must pay, including but not limited to applicable sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Service Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption document within 15 days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least 30 days for processing. To the extent

such documentation is held invalid for any reason, Customer agrees to reimburse Spectrum for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund ("USF") charges, etc.).

Furthermore, Spectrum shall have the right to recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer.

To the extent that a dispute arises under this Service Agreement as to which Party to this Service Agreement is liable for fees or taxes based on such Party's net income, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income.

Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due from Spectrum and/or its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes and surcharges.

- (c) **Change Requests.** Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
- (d) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to a Service Location for inspection, correction or repair, Spectrum may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.

If Spectrum responds to a service call initiated by Customer, and Spectrum reasonably determines that the cause of such service call is not due to a problem arising from Spectrum's Network, but rather is due to Customer-provided or Customer-owned equipment or facilities, or a third party not under Charter's control or direction, Customer must compensate Spectrum for the service call at Spectrum's then-prevailing commercial rates.

- 9. **Invoicing Disputes.** Customer must provide written notice to Spectrum of any disputed charges within 90 days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Customer shall not be entitled to dispute service charges nor request credits more than 90 days from the payment date on invoice for such Service.
 - (a) **Late Fees.** Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of 1.5% per month or the maximum amount permitted by law.
 - (b) **Non-payment.** If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services.
 - (c) **Collection Fees.** Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.
- 10. Customer shall also be responsible for all costs of collection of overdue amounts incurred by Spectrum (including reasonable attorneys' fees).
- 11. If Spectrum fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such charges when invoiced in accordance with these payment terms.
 - (a) Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices on presentation. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
 - (b) **Bundled Pricing.** If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
 - ii. Upon discontinuation or termination by Customer of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.
- 12. ADMINISTRATIVE WEB SITE.** Spectrum may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Spectrum if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Spectrum shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Spectrum shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.
- 13. NO THIRD PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third party hardware and/or software, including without limitation any necessary for the use of third party services. Spectrum does not support third party hardware or software used in conjunction with third party services or supplied by Customer. Any questions concerning third party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, or any Customer-supplied hardware or software with the Services. If such third party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Spectrum has no responsibility to resolve the difficulties caused by such third party equipment or software. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third party equipment or software, such efforts shall be performed at Spectrum's discretion and at then-current commercial rates and terms.
- 14. CUSTOMER USE**
 - (a) **NO RESELLING:** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior written consent of Spectrum.
 - (b) **NO ILLEGAL PURPOSE/UNAUTHORIZED ACCESS** Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Spectrum, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
 - (c) **NO INTERFERENCE.** Customer shall not interfere with other customers' use of Equipment or Services or disrupt the Spectrum Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Service Agreement and/or all Service Orders in addition to any other rights or remedies Spectrum may have.
 - (d) **APPLICABLE LAWS.** With respect to Customer's use of the Service (including the transmission or use of any content via the Service), Customer shall comply with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
 - (e) **ACCEPTABLE USE.** Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Master Agreement.
- 15. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Spectrum (a) that Customer has the authority to execute, deliver and carry out the terms of this Service Agreement and associated Service Orders and (b) that its End Users and any person who accesses any Services through Customer's equipment at the Service Location, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Service Agreement. Customer is responsible for ensuring its End Users comply with the terms of this Service Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service.

As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (b) all content that is viewed, stored or transmitted via the Service, as applicable, and (c) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum from time to time.
- 16. PERFORMANCE.** Spectrum will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement, and Customer will not hold Spectrum at fault for loss of Customer revenue or lost employee productivity due to Service outages.

17. MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify and enhance the Spectrum network (including Equipment and related firmware) and the Service and take any action that Spectrum deems appropriate to protect and/or improve the Service and its facilities.

Spectrum shall have the right, but not the obligation, to monitor and record oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance.

18. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION. No express or implied waiver by Spectrum of any event of noncompliance shall in any way be a waiver of any further subsequent event of noncompliance. Nothing herein, including termination of this Service Agreement or any Service Order(s), shall relieve Customer of its obligation to pay Spectrum all amounts due.

(a) **Default by Customer.** Customer shall be in default under this Service Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

- i. Customer is more than 30 days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Service Agreement.

(b) **Termination for Convenience.** Notwithstanding any other term or provision in this Service Agreement, Customer shall have the right to terminate a Service Order, or this Service Agreement in whole or part, at any time upon thirty (30) days prior written notice to Spectrum, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Spectrum Equipment. In the event Customer cancels a Service Order prior to Spectrum actually delivering Services, and in the event that Spectrum incurs construction or installation costs or charges prior to such cancellation, then Customer shall reimburse Spectrum for such charges actually incurred.

(c) **Spectrum's Right to Suspend, Terminate and apply a Termination Charge.** If Customer is in Default, Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to:

- i. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement (e.g., the MRCs) as if such suspension of Services had not taken place;
- ii. Terminate the Services, this Service Agreement or the applicable Service Order(s).

If Termination is due to Customer Default or is elected/done by Customer for convenience, Customer must pay Spectrum a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 100% of the unpaid balance of the MRCs that would have been due throughout the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

iii. The provisions of sections 8-11, 14, 20-21, 23-26 and the Attachments shall survive the termination or expiration of the Service Agreement.

(d) **Default by Spectrum.** Spectrum shall be in default under this Service Agreement if Spectrum fails to comply with the terms of this Service Agreement and/or any or all of the applicable Service Order(s), and Spectrum fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance ("Spectrum Default").

(e) **Customer's Right to Terminate and Termination Charge.**

- i. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described in Section 18(b) above.
- ii. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of Spectrum Default is limited to Services provided under the applicable Service Order(s), or to terminate this Service Agreement, if the underlying event of such Spectrum Default is not so limited.
- iii. If Termination is due to a Spectrum Default, Spectrum shall reimburse Customer for any pre-paid, unused MRCs attributable to such terminated Service Order(s). In addition, if Termination is due to Spectrum Default within one year of the applicable Turn-Up Date, Spectrum shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Spectrum relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination times b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

19. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK.

(a) SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, EQUIPMENT AND ANY RELATED MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT

DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME.

EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S CPE (WHETHER COMPUTER SYSTEM OR OTHER EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

- (b) **Limited Warranty.** At all times during the Service Period, Spectrum warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer.
THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OR INDEMNIFICATION OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

Any warranty claim by Customer must be made within 90 days after the applicable Services have been performed. Spectrum's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (c) **Content.** Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Spectrum does not exercise and disclaims any control. Spectrum neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Spectrum specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Spectrum assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (d) **Damage, Loss or Destruction of Software Files and/or Data.** Customer uses the Services and Equipment supplied by Spectrum at its sole risk. Spectrum does not manufacture the Equipment, and the Services and Equipment are provided on an "as is, with all faults basis" without warranties of any kind. Spectrum assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Spectrum does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (e) **Unauthorized Access.** If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by Spectrum without liability for Spectrum. Spectrum is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall defend, hold harmless, and indemnify the Spectrum Indemnified Parties (defined hereafter) from and against any claims, losses, or damages arising from such use. Spectrum is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.
- (f) **Force Majeure Event.** Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or

unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive conditions shall not be considered a Force Majeure Event.

- 20. INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Service Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Spectrum and its parents, directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Spectrum Indemnified Parties, including reasonable attorney fees and court costs incurred by Spectrum Indemnified Parties under this Service Agreement, to the full extent that such arise from:
- (a) Customer's misrepresentation with regard to or noncompliance with the terms of this Service Agreement and any or all Service Orders,
 - (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance,
 - (c) Customer's negligence or willful misconduct, and/or
 - (d) any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule as set forth in any Attachment(s).

Spectrum Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Spectrum Indemnified Parties in such case.

Spectrum agrees, at its own expense, to indemnify, defend and hold harmless Customer and its affiliates, directors, employees, representatives, officers and agents, (the "Customer Indemnified Parties") against any and all claims, liabilities, lawsuits, direct damages, losses, judgments, costs, fees and expenses incurred by Customer Indemnified Parties (including but not limited to, reasonable attorneys' fees and court costs), to the full extent that such arise directly from physical damage to personal or real property caused by the negligent or willful misconduct of Spectrum, its employees or contractors, at the Site(s) during the installation or maintenance of the Equipment. Customer Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Spectrum's cost and Spectrum agrees to cooperate with the Customer Indemnified Parties in such case.

- 21. TITLE.** Title to the Equipment shall remain with Spectrum during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Spectrum shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Spectrum shall have the right to remove the Equipment and all components within 60 days after such termination.
- 22. COMPLIANCE WITH LAWS.** Customer shall not use or permit its End Users or other third parties to use the Services in any manner that violates applicable law or causes Spectrum to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

- 23. ARBITRATION.** EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ARBITRABILITY OF THE CONTROVERSY OR CLAIM, 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 THIS SERVICE 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 THIS SERVICE 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.

24. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- (a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers. Customer shall acquire no interest in the Spectrum Materials by virtue of the payments provided for herein other than the limited non-exclusive and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum. Customer shall not open, alter, misuse, tamper with or remove the Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.
- (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the content of this Service Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the contents of this service Agreement and any service Order(s).
- (c) Software. If software is provided to Customer hereunder ("Software"), Spectrum grants Customer a limited, non-exclusive and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Service for

Customer's internal business purposes during the Term. Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software related to the Services.

- 25. PRIVACY.** Spectrum treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at www.business.spectrum.com. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "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 an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

- 26. NOTICES.** Any notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Spectrum:

Charter Communications
ATTN: Commercial Contracts Management
Dept: Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address. Each Party may change its respective address(es) for legal notice by providing notice to the other Party.

27. MISCELLANEOUS.

- (a) Entire Agreement; Signatures. This Service Agreement including without limitation all Attachments, incorporated documents and any related, executed Service Order(s) constitute the entire agreement and understanding between the Parties with respect to the Services, Network and Equipment. This Service Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.
- (b) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Service Agreement, the terms of this Service Agreement shall control.
- (c) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Service Agreement, this Service Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both Parties' prior written consent.
- (d) No Assignment or Transfer. The Parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other Party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Spectrum may assign this Service Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s).
- (e) Severability. If any term, covenant, condition or portion of this Service Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Service Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (f) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Service Agreement, (A) except to the extent superseded by federal law or (B) in the event the Services are provided in multiple states, the law of the State of New York shall govern. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (g) Joint Preparation. Both parties had the opportunity to review and participate in the negotiation of the terms of this Service Agreement and the Service Order(s) and, accordingly, no court construing this Service Agreement and any Service Order(s) shall construe it more stringently against one Party than against the other.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective parties hereto, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.

- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- (j) **Sovereign Immunity. The Customer does not and this Service Order and Agreement does not waive, limit, or modify the sovereign immunity or any other third party defense available to the Customer.**
- (k) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A Spectrum Cable TV Service ("Cable TV Service")

Cable TV Service: These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Cable TV Service. Continued use or reception of the Cable TV Services is subject to this Service Agreement. Cable TV Service includes basic, expanded basic/cable programming services, and digital cable services. Music Choice® shall also be considered a part of the Cable TV Service.

1. Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
2. Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.
3. HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MRCs or OTCs for HD formatted programming. In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, Spectrum shall provide such Equipment, and Customer shall pay for such Equipment at the same rate charged by Spectrum to commercial customers in the service area in which Customer's property receiving the Cable TV Service is located.
4. Provision of Service. Without notice, Spectrum may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Cable TV Services.
5. Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Cable TV Services (or any part thereof); or (ii) transmit the Cable TV Services by any television or radio broadcast or by any other means or use the Cable TV Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Cable TV Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Cable TV Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable TV Services; or (iii) insert any commercial announcements into the Cable TV Services or interrupt any performance of the Cable TV Services for the making of any commercial announcements.
6. Audit. Customer shall permit Spectrum 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 Spectrum audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Service Agreement and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Services Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage.
7. Noninterference. 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 Spectrum.
8. Charges. Without limiting the terms set forth elsewhere in the Service Agreement, the MRCs set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees or public access fees. Without limiting the terms set forth elsewhere in the Services Agreement, the MRCs for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Spectrum Phone Service and PRI/SIP Trunk Service (collectively, "Voice Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Voice Service. Continued use or reception of the Voice Service(s) is subject to the Service Agreement. Voice Service includes Spectrum Phone Service and PRI/SIP Trunk Service.

Spectrum Voice Service is additionally governed by the terms and conditions contained in any applicable Service, Price and Terms Guide and any applicable tariff. The Spectrum Voice Service Tariff(s) and Service, Price and Terms Guide are located at Spectrum's website, <http://www.charter.com/Visitors/Policies.aspx?Policy=9> (or any successor URL). In the event of a conflict between any applicable Spectrum Voice Service Tariff(s) or Service, Price and Terms Guide and this Service Agreement, the Tariff and/or Guide shall control.

Customer's continuous use of Spectrum Voice Service(s) after Spectrum's implementation of any change(s) to such Tariff(s) and/or Guide, or Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate the Spectrum Voice Service in the event Customer objects to any material change to the applicable Tariff(s) and/or Guide that adversely affects Customer's rights under this Service Agreement by providing Spectrum with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges and any applicable early termination charges.

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

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

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

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

Failover routing for business continuity: 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 Spectrum SIP Trunk Service or Spectrum PRI Service customer,** Customer may select to receive the following Service options, if available at Customer's Service Location:

Call overflow for business continuity: 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 Spectrum makes available to call recipients for Caller ID purposes.

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

1. 911 Services:
 - a. Customer acknowledges that the voice-enabled cable modem used to provide Spectrum Phone Service and the Integrated Access Device ("IAD") used to provide Spectrum PRI Service or Spectrum SIP Trunk Service are electrically powered and that Voice Service, 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 Spectrum 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 Spectrum-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 Voice Service will be available in all circumstances. Customer shall specifically advise every end user of Voice Service that Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, Voice Service and 911 may not be available. Customer shall distribute to all end users of Voice Service labels/stickers (to be supplied by Spectrum) and instruct all end users of

Voice Service to place them on our near the equipment used in conjunction with Voice Service. The location and address associated with Voice Service will be the address identified on the Service Order (the "Service Location").

- b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Service Location 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 Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. In some geographic areas, Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (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 SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE VOICE SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
 - d. Customer will be notified by Spectrum as to whether the Voice Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of 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 Voice Service from a remote location.
 - e. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
2. Customer Caller-ID: If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a customer 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. If Customer activates the Customer Caller ID feature, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the service location/address for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a customer 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 laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.
 3. Monitoring/Alarm Systems: Customer acknowledges that Spectrum does not guarantee that 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 Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.
 4. Customer Equipment: Spectrum's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum 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 Voice Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

5. **Access:** Customer agrees to provide Spectrum 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 Voice Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Voice Service and all related equipment.
6. **CPNI:** 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 Spectrum pursuant to its provision of Voice Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
 - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via 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 Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that, except as provided in the Terms and Conditions and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.
 - c. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - d. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request, at Customer's option. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals subject to the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
7. **Directory Listings:** In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum shall have no other liability for any error or omission in any directory listing information.
8. **Minute Packages:** If a minutes of use ("MOU") package of minutes are exceeded, additional minutes will be charged at the standard domestic long distance rates listed at www.charter.com (or successor URL).
9. **Number Porting:** Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods:
 - a. **Spare Equipment Cut.** "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.

- b. *Hot Cut – Business Hours.* "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Spectrum's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
- c. *Hot Cut – After Hours.* For purposes of this section, Hot Cut has the same meaning as above. "After Hours" means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

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

- 10. **Call Overflow/Failover:** If a Spectrum PRI Service or Spectrum SIP Trunk Service customer elects to receive the call overflow or failover 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 Spectrum 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.
- 11. **Dedicated Internet Bundles:** If Customer purchases a discounted bundled offering from Spectrum including a Spectrum SIP Trunk Service or Spectrum PRI Service combined with Spectrum Dedicated Internet Access, Customer must have the voice trunk installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

**** For those customers that purchased the Time Warner Cable Business Class PRI Service prior to April 1, 2013, call overflow and failover routing may be available on an individual case basis, as determined by Spectrum. Please contact your Spectrum sales representative for further information.**

Attachment C
Business Internet Access and Fiber Internet Access
(collectively, "Data Services")

Internet Access Services: These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive one or more of the Services described herein (for purposes of this Attachment, the "Data Services"). Continued use or receipt of the Data Services is subject to this Service Agreement. *Spectrum's provision of any Data Service is subject to availability.*

Spectrum's Data Services are comprised of the following:

Business Internet Access ("BIA Service"): BIA Service is Internet access service implemented using a hybrid fiber/coax ("HFC") access network. The Customer interface to a cable modem is via Ethernet connection. BIA Service enables a variety of asymmetrical upstream and downstream rates. If Customer selects to receive the BIA Service, Spectrum shall provide connectivity from the Customer site(s) to the Customer's data network.

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

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

Customer shall (i) maintain certain minimum equipment and software to receive the Data Service (see www.business.spectrum.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Data Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Service Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Data Services.

1. **Data Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the Data Services selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection. 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 Spectrum network congestion, time of day and the accessed website servers, among other factors.
2. **Electronic Addresses.** All e-mail addresses, e-mail account names, and IP addresses ("**Electronic Addresses**") provided by Spectrum are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
3. **Changes of Address.** Spectrum may change addressing schemes, including e-mail and IP addresses.
4. **No Liability for Risks of Internet Use.** The Service, Spectrum's network and the Internet are not secure, and others may access or monitor traffic.
5. **No Liability for Purchases.** Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Spectrum shall have no responsibility to resolve disputes with other vendors.
6. **Blocking and Filtering.** Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Data Service. Except to the extent set forth in the Supplemental Spectrum Business Security Service Section, Spectrum shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Spectrum does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Spectrum warrant that the data or files will be free from computer viruses or other harmful components. Spectrum has no responsibility and assumes no liability for such acts or occurrences.
7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("**AUP**") found at www.charter.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended,

revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

8. Managed WiFi Services. Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.
9. Supplemental Managed Security Service. This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service may include software, firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer or supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. **IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.**

Attachment D

Spectrum Data Transport Services: Ethernet Solutions ("Ethernet Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Ethernet Service and continued use or reception of the Ethernet Service is subject to the this Agreement.

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

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

1. Spectrum's provision of Ethernet Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum network.
3. Spectrum will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Ethernet Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
4. Customer will make available to Spectrum a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
5. For Optical Ethernet EP-LAN, Spectrum requires Customer to use Layer3 / IP interfaces and routing on WAN interfaces as opposed to Layer2. The enhanced risk of total service degradation as a result of broadcast storms or other industry known Layer2 vulnerabilities warrants this requirement. Using Layer3 / IP interfaces requires only a single MAC address to be learned on the UNI.
6. Customer's use of Ethernet Services is presumed to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations.
7. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a

material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.

8. Managed WiFi Services. Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.
9. Supplemental Managed Security Service. This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service may include software, firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer nor supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.

Attachment F

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

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Hosted Communications Service and continued use or reception of the Hosted Communications Service is subject to the this Agreement.

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

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

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

Unified Communications: If Customer selects to receive Unified Communications features that are added onto a Spectrum Hosted Voice Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order.

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

1. 911 Services:
 - a. Customer acknowledges that the voice-enabled fiber connection or cable modem used to provide Hosted Communications Service are electrically powered and that the Service, 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 Spectrum 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 Spectrum-provided voice-enabled fiber connection, cable modem or other hardware used in delivering the Hosted Communications Service may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Hosted Communications Service will be available in all circumstances. Customer shall specifically advise every end user of the Hosted Communications Service that the Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, the Hosted Communications Service and 911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be supplied by Spectrum) and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the Hosted Communications Service. The location and address associated with the Hosted Communications Service will be the address identified on the Service Order (the "Service Location").
 - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the Equipment to 911 will appear to 911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. In some geographic areas, the Hosted Communications Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service

Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that: (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 SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE HOSTED COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

- d. Customer will be notified by Spectrum as to whether the Hosted Communications Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Hosted Communications Service, including: (1) the inability to reach 911 or other emergency services; (2) 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; or (3) the use of third-party enterprise 911 solutions or Customer's attempt to access Hosted Communications Service from a remote location.
 - e. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
5. **Monitoring/Alarm Systems:** Customer acknowledges that Spectrum does not guarantee that Hosted Communications 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 the Hosted Communications 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 Hosted Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity.
 6. **Customer Equipment:** Spectrum's obligation is to provide Hosted Communications Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum 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 Hosted Communications Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
 7. **Access:** Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or Local Area Network (LAN) wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Hosted Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Hosted Communications Service and all related equipment.

8. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Hosted Communications Service will be protected by Spectrum as described herein, in the Privacy Policy, and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
 - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via 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 Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that, except as provided in this Service Agreement and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.
9. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - b. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified on the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
10. Directory Listings: In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum 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://enterprise.spectrum.com>.
11. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods:
 - a. *Spare Equipment Cut*. "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service.

Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.

- b. *Hot Cut – Business Hours.* “Hot Cut” means that Customer’s existing service is disconnected prior to Customer connecting Customer’s equipment to Spectrum’s Service which, in turn, occurs prior to the scheduled telephone number port change. “Business Hours” means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer’s request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer’s telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
- c. *Hot Cut – After Hours.* For purposes of this section, Hot Cut has the same meaning as above. “After Hours” means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer’s request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer’s telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer’s choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

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

12. Unified Communications Services:

- a. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be at the sole discretion of Spectrum.
- b. Unified Communications Services are nonexclusive and nontransferable, and Customer shall prohibit use of the Unified Communications Services by any third party other than the Customer for such Customer’s internal business purposes.
- c. Use of the Unified Communications Services by Customer does not permit or imply any passing of title, trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable materials, designs, logos, and/or any other intellectual property from Spectrum or its third party vendors involved in delivering the Unified Communications Services to Customer.
- d. Third party vendors used by Spectrum in delivering the Unified Communications Services to Customer do not provide any warranties, direct or indirect, express or implied, to Customer for any and all damages, whether direct or indirect, incidental or consequential, arising from the use of the Unified Communications Services.
- e. Customer shall not: (i) copy or adapt the Unified Communication Services for any purpose, other than as specifically permitted under this Agreement; (ii) use the Unified Communication Services, other than (a) in accordance with all applicable laws and regulations and (b) as set forth in the documentation provided by Spectrum to Customer; (iii) reverse engineer, translate, decompile, or disassemble the Services; (iv) use the Unified Communications Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (v) cause or permit the disabling or

circumvention of any security mechanism contained in or associated with the Unified Communications Services; or (vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

- f. If Customer breaches any terms of this Agreement as they relate to the Unified Communications Services, Spectrum or its third party vendors used in delivering the Unified Communications Services shall be entitled to enforce such terms to cure the material breach.

- g. Spectrum and any third party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Agreement, any Service Order, and/or any agreement between Spectrum and such third party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

Attachment G
**Multi-Channel Video Service (Enterprise TV, Government TV, Hospitality TV,
Healthcare TV, Education/University TV)**

Spectrum Enterprise shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's Service Location(s) identified in a Service Order, which programming shall be subject to change at Spectrum Enterprise's discretion; provided that Spectrum Enterprise 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, STARZ, Encore or Epix (collectively, "Premium Services").

Spectrum Enterprise and Customer acknowledge that Customer has elected to receive 2 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.

Spectrum Enterprise 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 Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum Enterprise) Customer shall own such items and Customer hereby grants to Spectrum Enterprise the non-exclusive right to access and use such space during the Order Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Service Location, and nothing is intended to convey any right or ownership of any portion of the Network or Equipment 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 Service Location, except to the extent of any negligence or willful misconduct on the part of Spectrum Enterprise.

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 Spectrum Enterprise reasonable access to the Service Locations to inspect the Service Location 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, at its sole expense, shall furnish, install, program, secure, and maintain all Service connections within the Service Location. The Service connections shall be installed and programmed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing.
5. 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 Spectrum Enterprise. 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 Spectrum Enterprise. The limitations of this paragraph shall not apply to formatting of programming as agreed by Spectrum Enterprise and Customer.
6. Customer shall provide all first level contact and support to its authorized users relating to the Network, Equipment, 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 Spectrum Enterprise, Customer shall contact the designated Spectrum Enterprise technical support contact for resolution.

7. The inside wiring shall be installed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing. Spectrum Enterprise 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, Service 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 Spectrum Enterprise with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.
8. Notwithstanding anything to the contrary in the Master Agreement, the MRCs for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.
9. 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 may include certain video-on-demand programming.
 - C. Notwithstanding Section 4 above, Spectrum Enterprise 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 Spectrum Enterprise's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum Enterprise's technical specifications and hereby grants Spectrum Enterprise a right and license to use such logo for purposes of such co-branding.

CUSTOMER:

By: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 1/29/2021

SPECTRUM BUSINESS CLASS:

By: _____

Name: Blake Holsclaw *Blake Holsclaw*

Title: Account Manager

Date: 11/5/2020