



1 the lowest and best bid for the respective items or services and met the bid or proposal  
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to Charter Communications Entertainment  
5 I, LLC for a term for thirty-six months upon approval by the County Council and County  
6 Executive for the total amount up to **\$16,200.00** subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
8 **AS FOLLOWS:**

9 Section 1. The County awards the following bids and proposals which are  
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor  
11 bidding for each respective item or service as follows:

12 BID NAME

13 Internet Connection

14 TERM

15 thirty-six months

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$16,200.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Charter Communications Entertainment I, LLC

1        Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
2     County Executive to execute the agreement incorporated by Reference as Exhibit “A” and  
3     any agreements or contracts necessary to effectuate the award of the bids and proposals set  
4     forth in this Ordinance. The County Executive is further authorized to take any and all  
5     actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the  
6     Agreement is attached hereto as Exhibit “A” and incorporated herein, by reference.

7        Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
8     thereto, and any contracts or agreements shall be maintained by the Department of the  
9     County Clerk consistent with the rules and procedures for the maintenance and retention  
10    of records as promulgated by the Secretary of State.

11       Section 4.     This Ordinance shall be in full force and effect from and after its  
12    date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
13    shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>Absent</u>
Council Member District 3, Robert Boyer	<u>yes</u>
Council Member District 4, George Engelbach	<u>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>yes</u>
Council Member District 6, Cliff Lane	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 8th DAY OF August, 2016:

✓ PASSED             FAILED

  
Bob Boyer, County Council Vice Chair

  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY  
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,  
MISSOURI, THIS 10<sup>TH</sup> DAY OF AUGUST, 2016.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS  
BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2016.

*Kenneth B. Waller*

Kenneth B. Waller, Jefferson County, Missouri, Executive

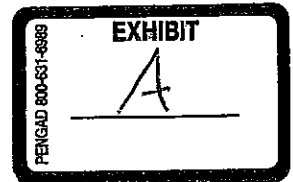
ATTEST:

*Wes Wagner*

Wes Wagner, County Clerk

BY: *Katherine E. Missey*

Reading Date: 08-08-2016



# Spectrum's Response to Jefferson County's Optical Internet RFP

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Presented to:

Mr. Randy Muller  
Department of Information Technology  
729 Maple St.  
Hillsboro, MO 63050

Jefferson County

Presented by:

**Spectrum** by Charter  
**BUSINESS**

Ms. Karen Hunsaker  
Major Account Executive  
12405 Powerscourt Dr.  
St. Louis, MO 63131  
[karen.hunsaker@charter.com](mailto:karen.hunsaker@charter.com)  
(314) 330-8948

Charter Communications Entertainment I, LLC

Tuesday, July 12, 2016

Tuesday, July 12, 2016

Mr. Randy Muller  
Department of Information Technology  
Jefferson County  
729 Maple St.  
Hillsboro, MO 63050

Spectrum Business<sup>TM1</sup> (Spectrum) is grateful for Jefferson County's consideration in regards to your request for competitive bids for Optical Internet service.

Spectrum offers the following proposal to Jefferson County in response to your Request for Proposal (RFP) due Tuesday, July 12, 2016. This proposal shall not be considered an acceptance of any offer by Jefferson County or otherwise create a binding contract between Jefferson County and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Jefferson County may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected and thus, Spectrum requests to review any such partial acceptance prior to final acceptance.

Thank you for the opportunity to submit the enclosed response to your RFP. We look forward to the opportunity to review our proposal with you in detail and to implement the recommendations we are making.

Sincerely,



Rose Bopp  
Senior Director, Sales  
Spectrum Business

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<sup>1</sup> Spectrum Business is the commercial brand of Charter Communications, Inc. The entity proposing service hereunder is Charter Communications Entertainment I, LLC, a subsidiary of Charter Communications, Inc.

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## Executive Summary

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Spectrum Business™ (Spectrum) is pleased to provide this response illustrating our ability to provide Jefferson County with communications services. We take pride in being an innovative resource for businesses and communities. Our reliable and economical service is a natural fit with your mission.

### Unsurpassed Expertise and Customer Support

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

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

- Accounts Executive: a dedicated, local market expert who is available for your consultation needs
- Sales Engineering: trained technical experts who customizes designs based on your needs.
- Project Management: customer focused experts who manage your build and communicate with you every step of the way.
- Account Manager: your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- Network Operations Center: Spectrum staff that is continuously monitoring the network

### Renewal Plan

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

## About Spectrum Business™

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Why Spectrum Business for:

### Internet:

As technology plays a more essential role in our lives, it is expected that the Internet will be a focal point for businesses. In fact, research indicates that over the next three years, the Compound Annual Growth Rate of IP Traffic will average 29% across enterprises.<sup>2</sup> As a result, businesses that highly leverage their bandwidth are growing 3x more than businesses that aren't.<sup>3</sup> Our increased reliance on Internet connectivity also has real tangible implications — as the average annual cost of network downtime is \$150,000.<sup>4</sup>

Given the instant gratification environment that modern technology has afforded consumers, the quality of our network can easily sway our customers' decisions to continue to choose our services. Up to 86% of customers have said they would stop doing business with an organization due to one negative customer experience.<sup>5</sup>

Fortunately, we have built our bandwidth services to meet your current needs. In fact, no matter how much bandwidth you need, our fiber services all come with 1,000 Megabits of capacity. In addition, our bandwidth products can scale with the demands on your network for years to come. Finally, whenever you have questions or issues, our dedicated Network Operations Center strives to attend to your queries within 30 seconds of dialing our support centers.

### Spectrum's History

Charter Communications, Inc. (Spectrum), founded in 1993, created a customer service-oriented company that has grown and evolved on many levels over the past two decades. Spectrum achieved growth through acquisitions of cable properties and the subsequent increase of customers in those communities, as well as the development and launch of new products and services. In 1999, Spectrum began publicly trading on NASDAQ, and has been a Fortune 500 company since 2001.

Charter is a leading broadband communications company and the 2nd largest cable operator in the United States. Spectrum today employs approximately 100,000 and provides services to more than 25 million customers in 41 states. Charter is headquartered in Stamford, CT, and is focused on integrating the highest-quality service with clearly superior entertainment and communications products. Over the years, Charter has invested billions in the communities we serve through infrastructure upgrades to deliver video, high-speed Internet and phone service to homes and businesses.

Additional information about Spectrum may be found online at

<https://enterprise.spectrum.com/content/ent-home>. Information regarding Spectrum's annual and quarterly reports may be found online at <http://ir.charter.com/phoenix.zhtml?c=112298&p=irol-reportsannual>

<sup>2</sup> CISCO VISUAL NETWORKING INDEX: FORECAST AND METHODOLOGY, 2011-2016, MAY 30 2012

<sup>3</sup> INTERNET ECONOMY IN THE G20, THE BOSTON CONSULTING GROUP SEE P. 50. LOW WEB GROWTH - 5% AND HIGH WEB IS 10% FOR 3X IMPROVEMENT.

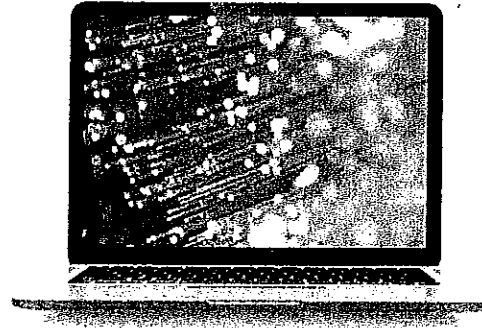
<sup>4</sup> IT DOWNTIME COSTS \$26.5 BILLION IN LOST REVENUE, INFORMATION WEEK, MAY 24, 2011

<sup>5</sup> HARRIS INTERACTIVE, CUSTOMER EXPERIENCE IMPACT REPORT, CITED ON: [HTTP://WWW.CUSTOMER1.COM/BLOG/CUSTOMER-SERVICE-STATISTICS](http://www.customer1.com/blog/customer-service-statistics)

## Spectrum Business Optical Internet

### A Solution Tailored To the Way You Work

When your business depends on fast connectivity and consistent availability, Spectrum Business Fiber Internet delivers an ultra-reliable and highly scalable service to help meet your most demanding and ever-growing needs. With dedicated symmetric Internet access supporting incremental speeds up to 10 Gbps, our Ethernet-based service efficiently interfaces with your office local area networks (LANs).



#### *Flexible Services Designed To Enhance Your Productivity*

- The advantage of scalable Ethernet ports
- Bandwidth speeds from 5 Mbps to 10 Gbps
- Multihoming for redundant connectivity
- A choice of fixed or burstable bandwidth
- Ability to purchase IPv4 and IPv6 address blocks

#### *A Network Built For Mission-Critical Data Needs*

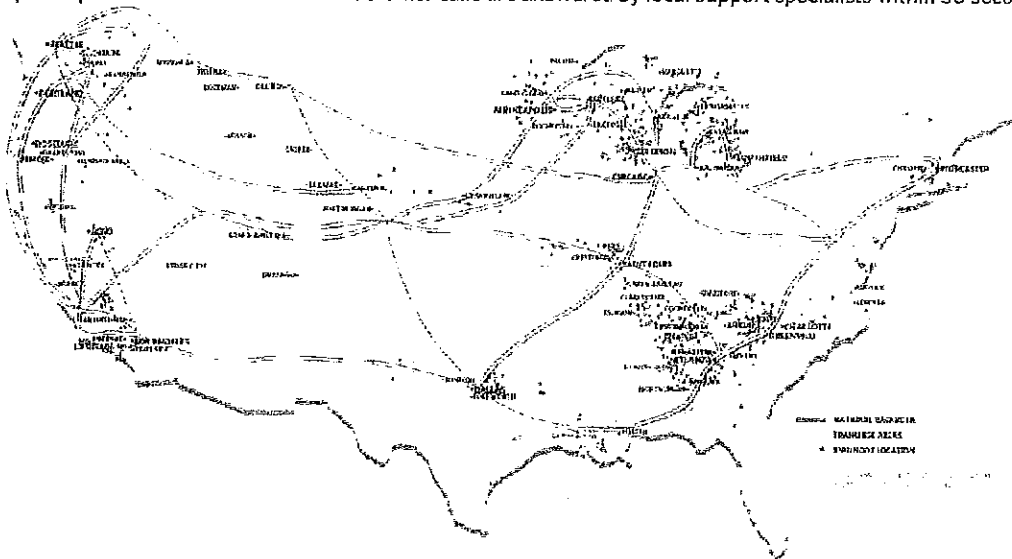
Our proven, reliable network enables your business to work faster, more securely, and with fewer interruptions.

- Physically diverse network with over 65,000 fiber route miles
- Redundant core network that maximizes availability
- Bandwidth access up to 10 Gbps so you can scale up quickly when demand increases
- Internet access available in 5 Mbps increments so you only pay for what you need

#### *24/7 Dedicated, U.S.-Based Support Ensures Superior Customer Experience*

Get the operational service, support and monitoring that your mission-critical needs depend on:

- Highly trained NOC technicians with advanced technical expertise in network configuration, design, maintenance, and troubleshooting, are standing by, ready to help.
- Potential service problems and network issues are monitored by technicians so that customers receive proactive notification before they are even aware a problem exists.
- Once a commercial support specialist initiates a trouble ticket, customers have direct access to technicians who assume all responsibility until open issues are resolved.
- Rapid response ensures over 90% of customer calls are answered by local support specialists within 30 seconds.



## Get More from Your Business Internet

Access a Full Suite of Add-ons with Spectrum Business

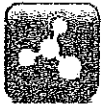
Now you and your customers can start getting more from your Internet with add-ons including customized solutions, security, storage, support, and all the extras your business needs to keep a competitive advantage.



### Cloud Services<sup>6</sup>

Save time and money by leveraging software applications and resources without purchasing or maintaining them on-site.

Email Services	Get as many email accounts as you need with generous storage and administrative functionality.
Website Hosting	Our robust features support a variety of needs, including hosting your site and providing design tools to help you build a website.
Domain Name Hosting	Register your custom domain name or transfer an existing domain and assign it to your website and email service, so you can reach customers through a consistent presence.
Backup	Automatically protect old data with our easy, secure, and scalable service designed to handle the needs of any size business.
Microsoft® Exchange Email Accounts	Provide employees with productivity on-the-go from virtually any device and integrated company communications. Plus, each email comes with a copy of Microsoft Outlook software.



### Managed Services

Get 24/7 customer support, improved reliability with a single point of contact, and lower cost to reduce the burden of network management.

IP Address	We provide both dynamic and static IP addresses to support your business and applications.
Managed Internet Router	A wired or wireless deployment, including: network router, network monitoring, router management, and enhanced support.
Managed Security	Let us handle all the configuration, implementation, and active management of your security service to keep it updated against the latest threats.
Desktop Security <sup>7</sup>	Protect your network computers from increasingly sophisticated viruses and Internet-based threats.
VPN	Secure network access for branch offices†, remote workers, or mobile users.

<sup>6</sup> MOST SPECTRUM BUSINESS INTERNET PACKAGES INCLUDE STARTER WEB HOSTING PACKAGE WITH 500 MB STORAGE, DOMAIN NAME AND 2 EMAIL ACCOUNTS. ADDITIONAL CHARGES FOR EXTRA EMAIL ACCOUNTS MAY APPLY. ANNUAL DOMAIN NAME REGISTRATION CHARGE MAY APPLY.

<sup>7</sup> SPECTRUM BUSINESS INTERNET INCLUDES 3 DESKTOP SECURITY SOFTWARE LICENSES, PROTECTING ALL COMPUTERS ON THE NETWORK MAY REQUIRE ADDITIONAL LICENSES.

† EACH SITE REQUIRES A SEPARATE SPECTRUM BUSINESS VPN PACKAGE.

# The Impact of Internet Speed on Small Business Productivity

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## Why Bandwidth Is Vital For Your Business Growth and Competitiveness

Today's small businesses rely on Internet speed more than ever. The speed of your Internet service not only impacts how quickly your employees access their email or can find important information - it affects the quality of your customers' experience when they access applications on your website. In fact, enhancing the customer experience is a major driver of satisfaction and loyalty - both of which are vital to your bottom line.

## Understanding the difference between Internet connection options

Before you can align your business needs to your Internet requirements, it helps to understand the different Internet options and what they mean for you.

### *What is bandwidth?*

We've all heard the term "bandwidth," but what does it really mean? When it comes to small businesses and the Internet, bandwidth means the rate of data transfer measured in bits per second, regardless of whether you're uploading or downloading an audio file, application or medical record. In other words, bandwidth is the maximum amount of information a connection can handle under perfect conditions.

### *What's the difference between download and upload speeds?*

You may think that just because you have a high-speed connection, the speed is the same for both uploading and downloading. Not true. Regardless of the connection type, the download speed is usually faster than upload speed. For example, someone may tell you that you have a 10 Mbps (10 million bits per second) connection. In reality, that connection will only support 10 Mbps download, but the upload speed may barely hit 1 Mbps. This can be a major factor for business productivity.

### *What's the difference between Internet connections?*

**DSL** - The early days of high-speed Internet was ushered in by digital subscriber line (DSL) technology. It uses the same twisted-pair wire connections as the existing phone networks. One drawback of DSL is that you must be within three miles from the DSLAM (Digital Subscriber Line Access Multiplexer) to have service. Another limitation is the slow connection speed. DSL connections typically run about 3-4 Mbps download, and less than 1 Mbps upload which can hinder large files. In fact, the further you are from the DSLAM, the lower the speed.

**Cable** - Coaxial cable connections have been around since the introduction of cable TV. Even though multiple users can share a cable connection, it offers very high connection speeds—100 Mbps download, and 7 Mbps upload. Unlike DSL, the connection speed does not degrade with the distance from the Internet provider's hub. Cable has become a major consideration for many small businesses.

*Fiber Optic* - While still not mainstream, fiber optic connections are expanding their reach into businesses and residential areas. Instead of using copper wires as a physical connection, fiber optic uses glass - transferring data using photons at the speed of light. Fiber optic connections offer more capacity, 100 Mbps or more, depending on the service plan. To get the most from fiber optic, every piece of the connection media, from the provider to your network, must be fiber optic. Otherwise, the slowest piece of the connection throttles the overall bandwidth. To connect with 100 percent fiber can be cost-prohibitive for most small businesses, but cost effective for larger Internet-dependent businesses like hospitals or schools.

#### Using the Internet to drive your business

How can you tell if your business is the type that would benefit from higher Internet speeds? The answer depends on several factors such as the type of business you have, how many employees work at your location, their job tasks as it relates to the Internet, and how your customers interact with your web-based services.

A wide range of small businesses can realize real results from high-speed Internet connections. For the most part, these businesses typically fit within one or more of the following categories:

- Conduct business at multiple locations
- Leverage the Internet for 50% of their business operations or more
- Deploy 3 or more computers, including laptops and desktop machines
- Employ 3 or more employees

## Enterprise and Strategic Markets Network Operations Center

---

The business success of our customers depends on both speed and efficiency. The time taken to deploy, manage and maintain the standard operations of our Customer's network has a direct impact on their business needs. As our customer, we understand your need for a partner to help manage day-to-day network operations so that you can concentrate on your business.

Spectrum is that partner.

Spectrum's service capabilities are engineered on our legacy of building and maintaining large-scale networks, and our exemplary customer care is the result of combining personalized service and multi-million dollar technology investments.

For Spectrum, the issue of network reliability and response is so critical that it has created the Enterprise and Strategic Markets Network Operations Center (ESM NOC), a dedicated network operations center designed to monitor connections and services for enterprise customers with an emphasis on guaranteed rapid response to all service issues. The ESM NOC is housed in a Spectrum call center facility in Louisville, Kentucky, with a fully redundant failover facility located in St. Louis, Missouri.

The ESM NOC provides an escalation list to our customers and service partners to ensure that adequate resources are mobilized quickly and tracked appropriately. Spectrum strives to ensure that underlying service issues are resolved in the shortest possible time.

The ESM NOC is staffed 24 hours a day, 7 days a week; 365 days a year and has a front line ESM NOC staff of 30 support technicians and a tiered support group of eight. The ESM NOC service levels (i.e., response to inbound calls within 30 seconds) have been in excess of 80% for years and are one of our primary support metrics. The ESM NOC is available at 1 (866)-603-3199.

With ESM NOC, Jefferson County can count on the following support:

- **Proactive Notification** from experienced technicians who monitor your services, the status of our network, and performance across the Internet.
- **Direct Access** to technicians who remain in personal contact with you and assume immediate responsibility until any open issues are resolved. Most issues are resolved by the commercial support specialist who receives your request and initiates a trouble ticket.
- **Rapid Response** from experienced technicians. All customer calls are answered by local support specialists; and nearly 94% of them are answered within 30 seconds.
- **Technical Expertise** from highly-trained NOC technicians with advanced knowledge in network configuration, design and maintenance, as well as troubleshooting network issues.

## ESM NOC Escalation Matrix

Enterprise and Strategic Markets  
Network Operations Center  
(Fiber & VIP Support)

1 (866) 603-3199 or 1 (502) 420-7298

Level	Name / Title / Email	Contact Numbers
1 <sup>st</sup> Level Escalation 1 Hour	ESM NOC Lead Engineer	1 (866) 603-3199 1 (502) 420-7298 (Request Escalation)
2 <sup>nd</sup> Level Escalation	ESM NOC Supervisor	1 (866) 603-3199 (Request Supervisor Level Escalation)
2 Hours	1st Shift – (7AM – 4 PM Eastern) Sun - Thurs Matt Loomis <a href="mailto:matt.loomis@charter.com">matt.loomis@charter.com</a>	O: 1 (502) 420-7298 C: 1 (502) 403-5236
	1st Shift – (7AM – 4 PM Eastern) Tues - Sat Khalil Johnson <a href="mailto:khalil.johnson@charter.com">khalil.johnson@charter.com</a>	O: 1 (502) 420-7504 C: 1 (502) 262-3272
	2nd Shift – (3 PM – 12 AM Eastern) Mon - Fri Elgin Thomas <a href="mailto:elgin.thomas@charter.com">elgin.thomas@charter.com</a>	O: 1 (502) 420-7334 C: 1 (502) 415-4798
	3rd Shift – (11 PM – 8 AM Eastern) Mon - Fri Mike Dumberg <a href="mailto:michael.dumberg@charter.com">michael.dumberg@charter.com</a>	O: 1 (502) 420-7459 C: 1 (502) 338-3687
<i>*Weekends / holidays, please call the (866) 603-3199 and request the on-call manager</i>		
3rd Level Escalation	ESM NOC Sr. Manager	1 (866) 603-3199 (Request Sr. Manager Level Escalation)
4 Hours	Gerald Mascho <a href="mailto:gerald.mascho@charter.com">gerald.mascho@charter.com</a>	O: 1 (502) 420-7467 C: 1 (502) 442-4494
	Phil Geevarghese <a href="mailto:philip.geevarghese@charter.com">philip.geevarghese@charter.com</a>	O: 1 (502) 420-7258 C: 1 (502) 442-4585
4th Level Escalation	Sr. Director, Enterprise Net Ops	
6 Hours	Ron Payne <a href="mailto:ron.payne@charter.com">ron.payne@charter.com</a>	O: 1 (502) 420-7303 C: 1 (502) 643-7888

Spectrum's employee contact information is sensitive in nature and Spectrum considers this Escalation List to be confidential.

## Trouble Reporting Procedures

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To report suspected problems on your fiber service, please contact our Enterprise and Strategic Markets NOC with one call at (866) 603-3199.

During that call, we will request the following information related to the problem you are reporting:

- Company name
- Your name
- Your phone number
- Customer Contact name and number
- Customer account number
- Customer trouble ticket number
- Fiber origination and termination locations
- Time of trouble onset
- Nature of observed trouble

Once our Enterprise and Strategic Markets Network Operations Center (ESM NOC) representative has received all of this information, a Customer Trouble Ticket will be assigned and the investigation into your report will begin. After the status of your report has been determined, the Enterprise and Strategic Markets NOC will contact your designated contact individual at the appropriate number to discuss the findings.

The Enterprise and Strategic Markets NOC proactively contacts customers in the event of a detected outage. Currently the Enterprise and Strategic Markets NOC verifies the alarm is valid and then proactively calls the listed customer contact. Under normal operations, the NOC has the alarm verified, a ticket opened, and the customer called within 5 minutes of a detected alarm's presentation. Rarely, in the event of a catastrophic area wide outage, there can be delays in proactive notification contact and timely individual customer updates simply due to unexpected mass volume. Though rare, catastrophic outages can affect outbound communication with customers.

If necessary, Spectrum shall endeavor to have a maintenance employee at the Service Location requiring unscheduled maintenance work, within four (4) hours after the time Spectrum becomes aware of an event requiring such unscheduled maintenance, unless delayed by circumstances beyond the reasonable control of Spectrum. In the event that any maintenance hereunder requires a traffic/truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of Customer, then Customer shall, at Spectrum's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance. Such Customer personnel shall coordinate and cooperate with Spectrum in performing such maintenance as required of Spectrum hereunder. In event it is determined that any trouble resulting in a traffic/truck roll was necessitated/caused by Customer or its agents or contractors, Spectrum shall have the right to charge and Customer shall pay Spectrum the current rates for such traffic/truck roll and associated work.

## Optical Internet Service Proposal

These prices will remain in effect throughout the initial service period, subject to the following contingencies:

- Final engineering, design and site visits; and
- Complete Terms & Conditions provided in our service contract.

Customer may take delivery of service July 1, 2016 per USAC funding requirements.

### Investment for Optical Internet Services Based On a 36-Month Term:

Spectrum Business Optical Internet	Service Capacity	One-Time Charge	Monthly Service Fee
Location - Jefferson County Courthouse located at: 300 Main Street, Hillsboro, MO 63050	100 Mbps, /28 static IPs	\$0.00	\$450.00

Please review Spectrum's standard Tax Policy:

Taxes, Surcharges, and Fees. Customer shall pay any sales, use, property, excise, or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Spectrum to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Spectrum reserves the right from time-to-time to change the surcharges for Services under this Agreement to reflect the charge or payment obligations imposed on Spectrum which Spectrum is permitted or required under applicable law to pass through to Customer (e.g., Universal Service Fund ("USF") charges, franchise fees, etc.).

## Spectrum's Response to Jefferson County

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Spectrum is pleased to submit this formal proposal for Optical Internet service to Jefferson County. On the pages to follow, Spectrum has responded to Jefferson County's Request for Proposal and addressed the requirements to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. Whenever possible we linked our responses back to your needs to show Jefferson County not only what we offer, but why it matters to you. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for Jefferson County.

As the 2<sup>nd</sup> largest cable operator in the United States, Spectrum is able to provide customized solutions in several marketplaces that are unified, powerful, cost-effective, easily managed, and perhaps most importantly, reliable.

We understand that not all businesses have the same needs. We offer a wide array of solutions -from reliable connectivity, cloud hosting, remote accessibility, to business continuity - so that we can address your business needs more precisely and help you to achieve more.

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

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

We invite you to review the following response and discover how Spectrum can provide a solution for you. Our customers value our knowledge and understanding of their challenges, objectives, operating environments, and rely on our accumulation of best practices from the industry. We realize that your initiatives can often create more ways to use our services than was originally anticipated, so you need to be able to adapt quickly, as demand increases. Since we design solutions that solve your specific needs and anticipate future growth needs, we know that you will achieve the results that you expect from your communications partner now, and into the future.



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE**  
**SERVICES** 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
WWW.JEFFCOMO.ORG

**Specification****Request for Proposal: INTERNET CONNNECTION****Contact:****Date Issued: 6-6-2016**PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 12, 2016,  
AT 2:00 P.M. LOCAL TIME.**Contract****RANDY MULLER****Contact:**Department of Information Technology  
636-797-5592  
rmuller@jeffcomo.org

**Mail (3) Three**  
**Complete Copies**  
**With Vendor And**  
**Proposal**  
**Information As**  
**Shown In Sample:**

**VICKIE PRATT**Department of Administrative Services  
636-797-5380

## SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK  
 JEFFERSON COUNTY MISSOURI 729 MAPLE ST /  
 PO BOX 100 HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:**  
**upon approval by**  
**the County Council**  
**and County**  
**Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor**  
**Information:**Charter Communications Entertainment I, LLC  
Company Name12405 Powerscourt Dr.  
Address

St. Louis, MO 63131

City/State/Zip Code

(314) 965-0555

Telephone #

karen.hunsaker@charter.com

E-mail

Ross Bopp

Authorized Agent (Print)

Signature

Senior Director

Title

43-1659860

Date Tax ID #

(314) 858-1806

Fax #

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**\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**

Please, review our current and valid Certificate of Insurance on page 41.

- 2a Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**

**Or**

- 2b A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**

Please, review our Notarized Affidavit, which states that we do not own any real or personal property in Jefferson County, on page 35.

- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**

Please, review our Notarized Affidavit, of work authorization and current business entity status with e-verification documentation, on page 36.

- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**

Spectrum understands and has complied.



**5. Cooperative Bid Form (last page)**

Spectrum understands and has complied.


**6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**

Spectrum understands and has complied.

**7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

No bid deposit/bond is required for this proposal. Upon award and receipt of any bond requirements Spectrum will be happy to address and/or issue accordingly.

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

Handwritten signature or initials, possibly "Ch3", written in black ink over a horizontal line.

**PROPOSAL REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes

**A. PROPOSAL SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

Spectrum understands and has complied. Please, review our signed Affidavit, as required by Section 285.530 RSMo. Contractors and/or agents under contract with Spectrum to perform work under any Agreement with the District will be responsible to Spectrum.

**B. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

This proposal assumes a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected and thus, Spectrum requests to review any such partial acceptance prior to final acceptance.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

Spectrum understands.

**C. PROPOSAL PREPARATION:**

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.

Spectrum understands.

2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed

Spectrum understands and has complied.

3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.

Spectrum understands.

4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.

Spectrum understands.

5. When specified, samples must be timely submitted and at no expense to the County.

Samples do not apply to our service(s).

6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

Spectrum understands.

**D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

Spectrum understands.

**E. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

Spectrum understands.

**F. PROPOSAL DEPOSITS/BONDS:**

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

Spectrum understands.

**G. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

Spectrum understands. For more information about milestones, materials, and service delivery, please, review the details of our Customer Support Team and Renewal Plan on page 5.

**H. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

Spectrum understands and is not submitting an alternate proposal.

**I. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

Though intended to be responsive to the request for terms of service as set forth in this document, this proposal shall not be considered an acceptance of any offer or otherwise create a binding contract between

the Parties. This proposal is submitted with the express understanding that the specific, comprehensive terms under which the Parties may enter into a binding contract are understood to be subject to negotiation.

**J. ADDENDA:**

Addenda to proposal specifications are incorporated by reference as if fully set out herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

Spectrum understands that any Addenda is incorporated into the proposal invitation by reference.

**K. INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

Please, review our Certificate of Insurance for specific coverage amounts. 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.

**L. PROPOSAL OPENINGS:**

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

Spectrum understands.

**M. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

Spectrum understands.

### **PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

Spectrum has not been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government.

**B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.



Spectrum confirms that we do not owe any delinquent or real property taxes in Jefferson County.

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.

Pricing had been independently determined with no collusion or restriction on any Vendor or other person.

2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or

Spectrum understands and complied.

3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

Spectrum understands and has complied.

**D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

For full details on our offer, please, review our Optical Internet Service Proposal on page 13. Pricing is fixed throughout the Initial Service Period, subject to applicable taxes and fees. Pricing is based on an Individual Case Basis and is therefore unique to the requested needs of this proposal.

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

Spectrum understands.

**F. NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

Spectrum understands.

**G. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

Spectrum understands.

**H. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

Spectrum understands.

**I. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

Please refer to Spectrum's limited warranty following:

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

(a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to the Customer.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS SERVICE AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS PROVIDED FOR ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (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.

*ChS*

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within thirty (30) days after the applicable Services have been performed. Charter'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.

(b) Content. Customer acknowledges that any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and their authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

(c) Damage, Loss or Destruction of Software Files and/or Data. Customer agrees that Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind.

Charter 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. Charter 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.

(d) 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 Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold Charter harmless from and indemnify Charter against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing the Customer's computers, its internal network and/or the Network through Customer's equipment, and Customer shall hold Charter harmless from and indemnify Charter against any such claims, losses, or damages to the full extent arising from such access.

(e) Force Majeure Event. Customer agrees that Charter shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond Charter'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.



**I. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

Spectrum understands.

Please, review our Standard Payment Terms:

**SPECTRUM'S STANDARD PAYMENT TERMS.** Jefferson County agrees to pay the monthly Service fees and one-time charges as set forth in the Service Order(s) incorporated under this Service Agreement by execution thereof by the parties. "Monthly Service Fees" is the amount specified as the monthly fee to be paid by the Jefferson County for the Services. "One-Time Charges" include, but are not limited to, construction, Service installation charge(s), repair, replacement, or any non-recurring charges. "Service Installation Charge" is the amount specified as the fee for installation of equipment and network facilities. "Equipment" means components including, but not limited to, any gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub or communications lines/cables that makes up the network of Spectrum-provided Equipment, facilities and materials (the "Network") necessary to provide the Services.

(a) **Monthly Service Fees.** Jefferson County agrees to pay Monthly Service Fees in advance of the provision of the Services. Monthly Service Fees are due upon receipt of the invoice.

(b) **One-Time Charges.** Jefferson County agrees to pay the One-Time Charges as described on the applicable Service Order(s) and/or as otherwise set forth in this Agreement.

(c) **TAXES, FEES, AND GOVERNMENT CHARGES.** Jefferson County agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), arising under this Agreement, including, without limitation, applicable state property taxes. A copy of the Jefferson County tax exemption document, if applicable, must be provided to Spectrum to certify tax-exempt status. Tax-exempt status shall not relieve Jefferson County of its obligation to pay any applicable franchise fees.

(d) **Charges for Change Requests.** Any charges associated with Service and Equipment installations, additions, modifications, substitutions, upgrades, reconfigurations, rebuilds or relocations at a site and requested by Jefferson County subsequent to executing a Service Order for that site, are the sole financial responsibility of Jefferson County. Spectrum shall notify Customer, orally or in writing, of any additional One-Time Charges and/or adjustments to Monthly Service Fees associated with or applicable to such Jefferson County change requests prior to making any such additions or modifications. Customer's failure to object to such additional charges within three (3) days of receiving such notice shall be deemed an acceptance by Jefferson County of such charges. Jefferson County shall be assessed such additional One-Time Charges and/or adjusted Monthly Service Fees, either (i) in advance of implementation of the change request or (ii) beginning on the Jefferson County next and/or subsequent invoice(s).



- (e) **Site Visits and Repairs.** If Jefferson County's misuse, abuse or modification of the Services, Equipment or Network facilities supplied by Spectrum necessitates a visit to the Customer site for inspection, correction or repair, Spectrum shall charge Jefferson County a site visit fee as well as charges for any Equipment or Network repair or replacement necessary to restore Service.
- (f) **Invoicing Errors.** Customer must provide notice to Spectrum of any invoice errors or disputed charges within thirty (30) days of the invoice date on which the errors and/or disputed charges appear in order for Customer to receive any credit that may be due.
- (g) **Late Fees.** If Jefferson County fails to pay an invoice within thirty (30) days of issuance, Spectrum will issue a notice of late payment. Jefferson County will be charged a late fee of not more than one and one half percent (1.5%) per month on any outstanding past-due balance.
- (h) **NON-PAYMENT.** If Services are disconnected because Jefferson County does not pay the invoice, Spectrum may, in its sole discretion, require that Jefferson County pay all past due charges, a reconnect fee, and a minimum of one month's Monthly Service Fees in advance before Spectrum will reconnect Services.
- (i) **Returned Checks, Bankcard or Credit Card Charge-Backs and Collection Fees.** Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs.
- (j) **Collection Fees.** Jefferson County shall be responsible for all expenses, including reasonable attorney's fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Agreement.

**J. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

Please, review Spectrum's policy on change requests as follows:

Any charges associated with Service and Equipment installations, changes, or additions requested by Jefferson County subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Jefferson County. Spectrum shall notify Jefferson County, in writing, of any additional one-time charges and/or adjustments to monthly service fees associated with or applicable to such Jefferson County change requests prior to making any such additions or modifications. Jefferson County's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Jefferson County, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Jefferson County shall be assessed such additional one-time charges and/or adjustments of the monthly service fees either (i) in advance of



implementation of the change request or (ii) beginning on Jefferson County's next and/or subsequent invoice(s).

**K. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

Spectrum understands. Our sample Implementation process described earlier contains detailed steps and activities in order to ensure installations occur in a timely fashion within your required timeframe. In the event Spectrum fails to deliver service as agreed to, the following remedies are provided:

Default by Spectrum. Spectrum shall be in default under this Agreement if Spectrum fails to comply with the terms of this 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.

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 default and/or noncompliance by Spectrum is limited to Services provided under the applicable Service Order(s) or this Agreement, and if such noncompliance is not so limited, provided that Spectrum's diligent efforts to correct such breach are not commenced and pursued within 30 days after Spectrum's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance. If Termination is due to noncompliance by Spectrum, Spectrum shall reimburse Customer for any pre-paid, unused Monthly Service Fees (MFS) attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Spectrum 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 One Time Charge (OTC) that has already been paid by Customer to Spectrum relative to Service at the Service Locations 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 and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

**L. RESPONSIBILITY FOR SUPPLIERS:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

Contractors and/or agents under contract with Spectrum to perform work under any Agreement with the District will be responsible to Spectrum. Spectrum understands and agrees it shall be responsible for:

- Supervising and directing all work under any Agreement for all Spectrum employees, contractors or agents.
- The safety of persons performing work under contract with Spectrum in fulfillment of any Agreement to the extent that any safety issues are not caused by the acts or omissions of Customer.
- Acts and/or omissions of its employees, contractors, and agents.
- The condition of the job site used by Spectrum and its agents or contractors to the extent caused by Spectrum or its agents or contractors.

**M. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

Spectrum understands. Please refer to policy on contractors stated above.

**N. CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

Please refer to our policy on Governing Law:


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 Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

**O. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

Spectrum's standard policy on default and termination of service is as follows:

**DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Spectrum of any event of default shall in any way be a waiver of any further subsequent event of Default. Nothing herein, including



Termination, shall relieve Customer of its obligation to pay Spectrum all amounts due.

(a) Default by Customer. Customer shall be in default under this 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 Agreement or any other Service Order(s) incorporated herein.

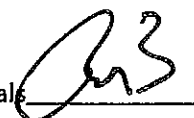
(b) Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Spectrum, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Spectrum Equipment.

(c) Spectrum's Right to Terminate and 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 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 Agreement (e.g., the MSFs) as if such suspension of Services had not taken place; or
- (ii) Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to noncompliance by Customer 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 50% of the unpaid balance of the MSFs that would have been due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus, (2) any and all previously waived OTCs.

(d) Default by Spectrum. Spectrum shall be in default under this Agreement if Spectrum fails to comply with the terms of this 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.

- (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 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 default and/or noncompliance by Spectrum is limited to Services provided under the applicable Service Order(s) or this Agreement, and if such noncompliance is not so limited, provided that Spectrum's diligent efforts to correct such breach are not commenced and pursued within 30 days after Spectrum's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.
  - (iii) If Termination is due to noncompliance by Spectrum, Spectrum shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Spectrum 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 Service Locations 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 and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

- 2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

Spectrum understands.

- 3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by



Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

Spectrum represents that it does not owe delinquent real or personal property taxes, nor does Spectrum own any real or personal property in Jefferson County.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- a. If supplier fails to deliver the items required by the contract within the time specified; or
- b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Please, review the details of our Default; Suspension Of Service; Termination provision listed in Section P on page XX.

**Q. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

Spectrum understands.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

Spectrum understands. Though intended to be responsive to the request for terms of service as set forth in the Jefferson County Fiber Internet Request for Proposal, this proposal shall not be considered an acceptance of any offer or otherwise create a binding contract between the Parties. This proposal is submitted with the express understanding that the specific, comprehensive terms under which the Parties may enter into a binding contract are understood to be subject to negotiation.



**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

Spectrum agrees to comply with all local, State and Federal laws as applicable for our services.

**T. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

Spectrum's policy on "Acts of God" is provided for your review:

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 condition shall not be considered a Force Majeure Event.

**U. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

Spectrum understands and upon award will work with Jefferson County to produce and provide appropriate invoicing solutions.

**V. APPROVAL:**

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

Spectrum understands. Though intended to be responsive to the request for terms of service as set forth in the Jefferson County Fiber Internet Request for Proposal, this proposal shall not be considered an acceptance of any offer or otherwise create a binding contract between the Parties. This proposal is submitted with the express understanding that the specific, comprehensive terms under which the Parties may enter into a binding contract are understood to be subject to negotiation.

*CH3*

W. INDIVIDUAL, PARTNERSHIPS,  
CORPORATIONS:

Indicate: ☐ Individual:  
☐ Partnership:  
☒ Corporation.

Incorporated in the State of Delaware.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Spectrum agrees the laws of the state of Missouri (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. However, it is our preference that any disputes be heard in the Circuit court of St. Louis County, Missouri or the Federal Court for the Eastern District of Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

Spectrum understands.

AB

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT [WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**

**CONTACT**

**RANDY MULLER – INFORMATION TECHNOLOGY 636-797-5592**

Spectrum understands.

*CB*

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Kelly Starkweather (Name of Business Entity Authorized Representative) as Sr. Mgr, Counsel (Position/Title) first being duly sworn on my oath, affirm Charter Communications (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Jefferson County Optical Internet (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Charter Communications (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson County Optical Internet Connection (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

[Signature]  
Authorized Representative's Signature

Kelly Starkweather  
Printed Name

Sr. Mgr, Counsel  
Title

6/27/2016  
Date

Subscribed and sworn to before me this 27<sup>th</sup> of June 2016. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of St. Louis, State of  
(NAME OF COUNTY)

Missouri, and my commission expires on 10/18/2017.  
(NAME OF STATE) (DATE)

Pamela G. Martin  
Signature of Notary

6/27/16  
Date

PAMELA G. MARTIN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis County  
My Commission Expires: October 18, 2017  
Commission Number: 13883816

## AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

## CURRENT BUSINESS ENTITY STATUS

I certify that Charter Communications (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Kelly Starkweather  
Authorized Business Entity  
Representative's Name  
(Please Print)

  
Authorized Business Entity  
Representative's Signature

Charter Communications  
Business Entity Name

06/27/2016  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



Company ID Number: 175386

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Charter Communications (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 175386

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Charter Communications**

**Cam McCluskey**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/02/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/02/2009

Date

SPECIFICATIONS

Jefferson County is wanting to implement internet connection with a world class provider of internet services.

Spectrum is a leading broadband communications company and the 2nd largest cable operator in the United States. Spectrum today employs approximately 100,000 and provides services to more than 25 million customers in 41 states. Charter is headquartered in Stamford, CT, and is focused on integrating the highest-quality service with clearly superior entertainment and communications products. Over the years, Charter has invested billions in the communities we serve through infrastructure upgrades to deliver video, high-speed Internet and phone service to homes and businesses. We offer the seamless, secure service and expert support you need to accommodate current and future business needs.

Jefferson County is looking for a business class fiber internet connection with a 100M connectivity both upload and download.

We are offering a fiber Internet connection that will provide 100 Mbps upload and 100 Mbps download speeds that will be dedicated to Jefferson County.

We are pleased to currently have coaxial services in place with Jefferson County and to now offer a dedicated Optical Internet solution that provides 100 Mbps connectivity.

This 100M connectivity must be expandable to at least 1 gig.

Spectrum's Optical Internet is scalable up to 1 Gbps for future growth. Bandwidth options are available from 10 Mbps to 10 Gbps, which allows for quick upgrades when demand increases. Spectrum Business Optical Internet provides a dedicated fiber-optic connection with symmetrical upload and download bandwidth, consistent availability, and U.S.-based business customer support.

Flexible services designed to enhance your productivity;

- The advantage of scalable Ethernet ports
- Bandwidth speeds up to 10 Gbps
- Multihoming for redundant connectivity
- A choice of fixed or burstable bandwidth
- Ability to purchase IPv4 and IPv6 address blocks
- 1 Gbps. Every fiber circuit supports up to 1 Gbps - call Spectrum to add capacity when you need it.
- One Owner. We own and operate our network. Our fiber and MPLS-enabled backbone reduce the likelihood of costly downtime.
- One Number. We give you just one number to call when you need service - 80% of calls are answered in 30 seconds and 90% of issues are resolved in one call.
- One Team. Receive face-to-face service from local account teams, as well.

We want a service level agreement that the up time is guaranteed at 99.95%.

Spectrum's availability for Optical Internet is 99.5%.

We are wanting a 3 year contract guaranteeing pricing.

Spectrum understands and has submitted a 36-Month Pricing Proposal. Pricing is fixed throughout the Initial Service Period, subject to applicable taxes and fees.

We will not resell the service nor do anything illegal with the service.

Spectrum understands and emphasizes the following clause regarding Customer Use: Jefferson County shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Spectrum. Jefferson County 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. Jefferson County shall not interfere with other customers' use of the 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 Agreement and/or all Service Orders in addition to any other rights or remedies Spectrum may have.

Jefferson County internet will located in the Jefferson County Courthouse located at:  
300 Main Street  
Hillsboro, MO. 63050

Spectrum understands.

Jefferson County will be responsible for providing necessary preparations for delivery and installation of the equipment including the relocation of the current equipment.

Spectrum understands.

Price for three year contract \$ \$16,200

Spectrum understands. Please, review our Optical Internet Service Proposal on page 13.



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this  
8<sup>th</sup> day of July, 2016:

Charter Communications Entertainment I, LLC

County of Jefferson, State of Missouri

Company Name

Signature

Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: 12405 Powerscourt Dr. St. Louis, MO 63131

Phone: (314) 965-0555

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

CB

**COOPERATIVE BID FORM****Bid Name:** Jefferson County Optical Internet

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

**COOPERATIVE PROCUREMENT CONTRACT**

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes \_\_\_\_ No X \_\_\_\_

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to  
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

**MINIMUM DOLLAR VALUE PER ORDER:** \$ \_\_\_\_\_

**BY:** 

**TITLE:** Senior Director, Sales

**COMPANY:** Charter Communications Entertainment I, LLC

**CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** (314) 965-0555 **E-mail** ross.bopp@charter.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: StLouis.CertRequest@marsh.com Fax: 212-948-0811	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C No. Ext):</b>	<b>FAX (A/C No):</b>	
<b>INSURED</b> Charter Communications, Inc. 12405 Powerscourt Drive St. Louis, MO 63131	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Old Republic Insurance Company		24147
	INSURER B : North American Elite Insurance Company		29700
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-006007646-05      **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 305715	11/01/2015	11/01/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 305710	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UMB 0007893 04	11/01/2015	11/01/2016	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 305714 00	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
(See reverse and/or attached for additional information)

## CERTIFICATE HOLDER

## CANCELLATION

Charter Communications, Inc. 12405 Powerscourt Drive St. Louis, MO 63131	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Charter Communications, Inc. 12405 Powerscourt Drive St. Louis, MO 63131	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Charter Communications, Inc. and their:

- subsidiaries, associated, affiliated and inter-related companies;
- controlled or majority (more than 50%) owned partnerships, limited liability companies;
- interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
- interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

American Cable Entertainment Company, LLC	Charter Communications VI, LLC	HPI Acquisition Co., L.L.C.
Athens Cablevision, Inc.	Charter Communications V, LLC	Interlink Communication Partners, LLC
Ausable Cable TV, Inc.	Charter Communications, LLC	Long Beach, LLC
Cable Equities Colorado, LLC	Charter Video Electronics, Inc.	Marcus Cable Associates, L.L.C.
CC10, LLC	Dalton Cablevision, Inc.	Marcus Cable of Alabama, L.L.C.
CC Michigan, LLC	Falcon Cable Media, a California Limited Partnership	Marcus Cable, Inc.
CC Systems, LLC	Falcon Cable Systems Company II, L.P.	Midwest Cable Communications, Inc.
CC VIII Operating, LLC	Falcon Cablevision, a California Limited Partnership	Peachtree Cable TV, L.P.
CCO SoCal I, LLC	Falcon Community Cable, L.P.	Plattsburgh Cablevision, Inc.
CCO SoCal II, LLC	Falcon Community Ventures I Limited Partnership	Renaissance Media, LLC
Charter Cable Partners, L.L.C.	Falcon First Cable of New York, Inc.	Rifkin Acquisition Partners, LLC
Charter Communications Entertainment I, LLC	Falcon First Cable of the Southeast, Inc.	Robin Media Group, Inc.
Charter Communications Entertainment II, LLC	Falcon Telecable, a California Limited Partnership	Scottsboro TV Cable, Inc.
Charter Communications Operating, LLC	Falcon Video Communications, L.P.	Tennessee, LLC
Charter Communications Properties LLC	The Helicon Group, L.P.	Tioga Cable Company, Inc.
Bresnan Communications, LLC	Hometown T.V., Inc.	Vista Broadband Communications, LLC
Bresnan Digital Services, LLC	Bresnan Broadband Holdings, LLC	Bresnan Microwave of Montana, LLC
Bresnan Broadband of Utah, LLC	Bresnan Broadband of Colorado, LLC	Bresnan Broadband of Montana, LLC
	Bresnan Broadband of Wyoming, LLC	

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.



201605134636955

### BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Communications Entertainment I, LLC, ("Spectrum Business" or "Charter") with a corporate office at 12405 Powerscourt Drive, St. Louis, MO 63131 and Jefferson County Court House, ("Customer") with offices located at 300 Main St, Hillsboro, MO 63050.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

*\*Spectrum Business is the commercial brand of Charter Communications, Inc.*

### SERVICE ORDER

#### Under the Business Internet, Video and Music Service Agreement

#### CUSTOMER INFORMATION:

Account Name: Jefferson County Court House

Invoicing Address: \_\_\_\_\_

Invoicing Special Instructions: \_\_\_\_\_

#### SITE-SPECIFIC INFORMATION:

☒ New ☐ Renew ☐ Change: Order Type: New Customer

Service Location (Address): 300 Main St, Hillsboro, MO 63050

Service Location Name (for purposes of identification): \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

☒ Non-Hospitality or Non-Video

**Customer Contact Information:** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Cell			
Email Address			

<b>MONTHLY SERVICE FEES:</b>		
<b>Data Services:</b>		
Spectrum Business Bundle: No Bundle *		
Base Service	Network Miles:	Class of Service:
MEF Service Types (if applicable): N/A		
Speed:	100 Mbps (Down/Up)	\$450.00
CPE:		

\* If Customer has selected the Spectrum Business Special Offers, the Section 3(i) of the Commercial Terms of Service (for Spectrum Business Bundle) shall apply.

<b>ONE-TIME CHARGES:</b>
<b>ONE-TIME CHARGES \$0.00</b>

**2. TOTAL FEES.**

Total Monthly Service Fees of \$450.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 36 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **SERVICE LEVELS.** See Service Level Attachment 1.
5. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
6. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
7. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

**NOW THEREFORE,** Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Communications Entertainment I, LLC  
By: Charter Communications, Inc., its Manager

Jefferson County Court House

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Kenneth Wauer  
Printed Name: KENNETH WAUER  
Title: COUNTY EXECUTIVE  
Date: 8-10-2016

**Spectrum Business Account Executive:**

Name: Karen Hunsaker

SB Approval: \_\_\_\_\_



**SPECTRUM BUSINESS® SERVICE LEVEL ATTACHMENT**

**ATTACHMENT 1 TO  
Service Order dated July 8, 2016  
Under the  
BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICES AGREEMENT  
BY AND BETWEEN Charter Communications Entertainment I, LLC AND Jefferson County  
Court House  
DATED July 8, 2016**

*(This Attachment 1 applies only to fiber-based internet Services.)*

**1. Enterprise and Strategic Market Network Operations Center: 866.603.3199**

Spectrum Business® operates and maintains the Enterprise and Strategic Market Network Operations Center ("ESM NOC"), which is staffed 24 hours a day, 7 days a week, 365 days a year. To report suspected problems with your fiber-based Service(s) call the Enterprise and Strategic Market Network Operations Center for support - 866.603.3199.

**a. Trouble Reporting Process.** Provide the following information when calling the ESM NOC:

- |   |                                       |
|---|---------------------------------------|
| • Company name  | • Customer Contact name and number    |
| • Your name   | • Customer account number             |
| • Your phone number   |                                       |
| • Customer trouble ticket number  | • Nature of observed trouble          |
| • Fiber/Service origination and termination locations including provided site IDs | • Is Service(s) released for testing? |
| • Time of trouble onset   |                                       |

Once our ESM NOC representative has received all of this information, a Customer Trouble Ticket will be assigned and investigation of your report will begin. After the status of your report has been determined, the ESM NOC will contact your designated contact individual at the appropriate number to discuss the findings.

If necessary, Spectrum shall endeavor to have a maintenance employee at the Service Location requiring unscheduled maintenance work, within four (4) hours after the time Spectrum becomes aware of an event requiring such unscheduled maintenance, unless delayed by circumstances beyond the reasonable control of Spectrum. In the event that any maintenance hereunder requires a traffic/truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Spectrum's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance. Such Customer personnel shall coordinate and cooperate with Spectrum in performing such maintenance as required of Spectrum hereunder. In event it is determined that any trouble resulting in a traffic/truck roll was necessitated/caused by Customer or its agents or contractors, Spectrum shall have the right to charge and Customer shall pay Spectrum's then current rates for such traffic/truck roll and associated work.

- b. Enterprise and Strategic Market Network Operations Center Escalation List.** The purpose of escalations is to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying Service issue is resolved in the shortest possible time. To that end, the ESM NOC provides an escalation list to our customers and service partners for the purpose of escalations within the ESM NOC. Customer shall utilize the ESM NOC Escalation List, as updated from time to time, to report and seek immediate initial redress for Service exceptions observed/experienced. The current ESM NOC Escalation List is on the following page.

# ENTERPRISE AND STRATEGIC MARKET NOC (FIBER & VIP SUPPORT)

1-866-603-3199 OR 502-420-7298

Level	Name/Title/Email	Contact Numbers
First Level Escalation  1 Hour	<b>Enterprise and Strategic Market NOC Lead Engineer</b>	1-866-603-3199 1-502-420-7298 (Request Escalation)
Second Level Escalation  2 Hours	<b>Enterprise and Strategic Market NOC Shift Manager</b>  1 <sup>st</sup> Shift – (7AM – 3 PM Eastern) Matt Loomis <a href="mailto:matt.loomis@charter.com">matt.loomis@charter.com</a>  2 <sup>nd</sup> Shift – (3 PM – 11 PM Eastern) Khalil Johnson <a href="mailto:khalil.johnson@charter.com">khalil.johnson@charter.com</a>  3 <sup>rd</sup> Shift – (11 PM – 7 AM Eastern) Mike Dumberg <a href="mailto:michael.dumberg@charter.com">michael.dumberg@charter.com</a>	1-866-603-3199 1-502-420-7298 (Request Shift Manager Level Escalation)
Third Level Escalation  4 Hours	<b>Enterprise and Strategic Market NOC Sr. Manager</b>  Gerald Mascho <a href="mailto:gerald.mascho@charter.com">gerald.mascho@charter.com</a>   Anthony Abounader <a href="mailto:Anthony.abounader@charter.com">Anthony.abounader@charter.com</a>	1-866-603-3199 1-502-420-7298 (Request Sr. Manager Level Escalation) 502-420-7467 office 502-442-4494 cell  502-420-7294 office 502-379-9111 cell
Fourth Level Escalation  6 Hours	<b>Enterprise and Strategic Market NOC Director</b>  Ronald Payne <a href="mailto:ronald.payne@charter.com">ronald.payne@charter.com</a>	1-866-603-3199 1-502-420-7298 (Request Director Level Escalation) 502-420-7303 office 502-643-7888

## 2. Maintenance.

- a. Preventative Maintenance. "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 00:00:01 and 06:00:00 Local Time. Spectrum shall endeavor to provide at least three (3) days prior notice to the other Party of Preventative Maintenance.
- b. Emergency Maintenance (Unscheduled Maintenance or Repair). "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity, or efforts to correct network conditions that are likely to cause a material service outage, or address any issue reasonably observed as a threat to Spectrum resources (person, equipment or facility). Work to address an Emergency Maintenance situation may degrade the quality of or cause outages in the services. Spectrum may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Spectrum shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, and when reasonably possible, in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and will take necessary steps to notify key personnel internally in order for Spectrum to correct or repair the affected area.
- c. Demand Maintenance. "Demand Maintenance" is work necessary to restore service to one or more end-users of Spectrum and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Spectrum may undertake Demand Maintenance immediately. Spectrum shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.
- d. Notification. Spectrum shall provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:

Customer: Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Customer shall notify Spectrum of any failure, interruption or impairment of the Service, or any event imminently likely to cause the failure, interruption or impairment in the operation of Service for which it is aware.

Customer shall notify ESM NOC in advance any time Customer has knowledge that another person or entity is anticipated to engage in construction activities or otherwise dig within five (5) feet of the Cable.

Customer shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with Spectrum's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, Spectrum shall notify Customer at Spectrum's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Service Interruption Credits. For each affected fiber optic-based Service (i.e., circuit) at a Service Location, Customer shall be entitled to one (1) hour of service credit for each hour of Service Interruption provided that such Service Interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, (c) is not caused by Customer-provided equipment or facilities beyond the demarcation point, (d) is not caused by scheduled maintenance, or (e) is reported to Spectrum within twenty-four (24) hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Spectrum is not granted access, if necessary, to the applicable Customer Site. A "Service Interruption" is the continuous period of time during which a respective Service is not provided substantially as ordered to one or more Customer Service Locations. A Service Interruption commences when Spectrum becomes aware of such Service Interruption of a Service and ends when the Service is operational and the Trouble Ticket is closed.

\* Service Credit = Per Hour Rate X (# of consecutive hours during Service Interruption)  
\* Per Hour Rate = Per Day Rate/24  
\* Per Day Rate = Monthly Service Charge/30  
(30 = average days in one [1] month)

Example:

If Customer is paying a \$10,000 Monthly Service Fee and a Service Interruption of one (1) day (or 24 hours) occurs, the Service Credit shall be equal to \$333.33 and shall be applied on the billing cycle following the date Spectrum makes its credit determination:

Per Day Rate = \$10,000/30 days = \$333.33, Per Hour Rate = \$333.33/24 hours = \$13.89  
Service Credit = 1 day X \$333.33 = \$333.33 OR 24 hours X \$13.89 = \$333.33

Service credits will be based on the Customer's Monthly Service Fee for those Sites and specific Services affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded.

4. **Service Credits.** Non-recurring, equipment and usage-based charges are excluded from all Service Credit calculations. The sum of all Service Credits shall not exceed the Customer's total Monthly Service Fees for the respective month in which the Service Credits apply. The Customer must contact Spectrum Business at 866.603.3199 (or successor applicable toll-free number) to request a Service Credit and provide the applicable Spectrum Business trouble-ticket number associated with the event giving rise to such request. Spectrum Business will exercise commercially reasonable efforts to respond to such Service Credit requests within fifteen (15) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Spectrum makes its credit determination. Service Credits shall be Customer's sole and exclusive remedy for Spectrum's failure to provide Services as ordered.
5. **Additional Termination Rights of Customer.** Customer may terminate an affected Service under a Service Order prior to the end of the applicable Service Period without payment of any applicable termination charge and in lieu of receiving any Service Credits for the same Service Interruptions giving rise to the election of this clause if:
  - (i) the affected Service provided pursuant to a Service Order is subject to four (4) or more Service Interruptions giving rise to Service Credits during any seven (7) day period; or
  - (ii) a Service is subjected to a single Service Interruption entitling Customer to Service Credits hereunder, which exists for a period of twenty-four (24) consecutive hours during one (1) calendar month; or
  - (iii) any number of Service Interruptions on the affected Service entitling Customer to Service Credits hereunder equal to an aggregate of seventy-two (72) hours or more during any single calendar month.

Customer must exercise its right to terminate any affected Service Order under this Section, in writing, within thirty (30) days after the occurrence which gave rise to a right of termination hereunder.

## Charter Commercial Subscriber Privacy Policy

### TV Internet Phone

#### Charter Commercial Subscriber Privacy Policy:

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter commercial Customers who subscribe to Charter's commercial video programming high-speed Internet and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on [www.charter.com](http://www.charter.com). If you find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, you may have the right to cancel Your Service under Your Service Agreement. If you continue to use the Service following the posting of a revised Policy, we will consider that to be your acceptance of and consent to the Policy as revised.

#### What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy. Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, tax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from You; information about the service options that You have chosen; information on the equipment You have, including specific equipment identifiers, and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program, its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track

this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

#### Why does Charter collect personally identifiable information?

Charter collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

#### Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance; or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include billing and collection services, installation, repair and customer service subcontractors or agents, program guide distributors, software vendors, program and other service suppliers for audit purposes, marketers of Charter's products and services, third party auditors, our attorneys and accountants, and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Charter restricts third parties' use of Your information to the





purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for their third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities including advertisers and marketing entities, for non-service related purposes. Including product advertisement, direct marketing, and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services. Although we cannot guarantee that errors will never occur, please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below. Disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, or reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use including addresses of email sent and received and in some cases the content of those communications, and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who own or are owner, willow or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

#### Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some same-brand entities for those entities' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy) if You make a request by phone or on-line. Charter will provide You with the number of its same-branded entities in California and a list of personal information that it may have shared with some or all such affiliates.

#### Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g., phone calls, emails and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

#### How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

#### How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (Wi-Fi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things you can do to help protect the privacy of Your own information visit [www.charter.com/security](http://www.charter.com/security) or [www.OnGuardOnline.gov](http://www.OnGuardOnline.gov).

#### Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of your local office please visit [www.charterbusiness.com](http://www.charterbusiness.com). Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If You review

reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at [www.charter-business.com](http://www.charter-business.com), depending upon the information You have provided.

#### Does Charter protect children's privacy?

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the Internet and urges parents and legal guardians to be vigilant regarding children's Internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices. If You have any concerns about the collection or use of such information by those entities:

#### How does Charter use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving your astronomical sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not store or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraph(s) above.

You may opt-out of the cookies delivered by Charter on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter.

#### Targeted Marketing

Charter wants to make its advertisements for its goods and services more relevant to You. Charter collects and uses non-personal information, such as information about Your visits to our websites and IP address, and personally identifiable information, such as information You provide Charter and from Your Charter account (see "What type of information does Charter collect?"), to identify and present such tailored advertisements for Charter's goods and services. In addition, Charter may partner with a third-party advertising company who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements about Charter's goods and services on third-party websites. Charter will not provide this partner with access to Your name, address, e-mail address, telephone number or other personally identifiable information. When these targeted online advertisements are based on Your personally identifiable information and displayed on third-party websites, You may opt-out by going to [http://unsubscribe.charter.com](http://http://unsubscribe.charter.com) and requesting to have Your privacy preferences updated. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to [Charter.com](http://Charter.com) > Support > Internet Help.

#### What can I do if I believe Charter has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

#### What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at [www.charter-business.com](http://www.charter-business.com).

#### IMPORTANT NOTE:

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of [www.charter.com](http://www.charter.com).

Effective May 4, 2010

#### Charter Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services in which You subscribe, if You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You alternatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or IP voice services.

Effective May 4, 2010



## COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "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).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
  - (a) **Charges.** Customer shall pay all associated charges with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter, Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
  - (b) **Taxes, Surcharges, and Fees.** Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
  - (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 site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter 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 MSFs 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 the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
  - (e) **Invoicing Errors.** Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or 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.
  - (f) **Late Fees.** Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
  - (g) **Non-payment.** If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
  - (h) **Collection Fees.** Charter 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 Charter in collecting any unpaid amounts due under this Agreement.
  - (i) **Bundled Pricing.** If Customer has selected a Spectrum Business Bundle ("SBB") specifically, the following conditions shall apply:
    - i. In consideration for Customer's purchase of all Services in the SBB and only with respect to that period of time during which Customer continues to purchase such SBB, Charter shall apply a discount to the Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in

Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable SBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

#### 4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter 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 Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.

- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter 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 Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (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 Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

- (c) 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 Charter.

- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

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

#### 5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this 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 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 through the damage—causing party's negligence or willful misconduct. 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 Charter 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 Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this 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 on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (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 and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
  - (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter 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 Agreement.
  - (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. 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 Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
6. **ADMINISTRATIVE WEB SITE.** Charter 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"). Charter 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 Charter 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 Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter 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.

- 7. **VIDEO, MUSIC AND CONTENT SERVICE.** This Video, Music and Content Service Section shall only apply if Video, Music and Content Services are included in a Service Order under this Agreement; however, continued use or reception of the Video Services is subject to the provisions of this Agreement.
- (a) 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.
- (b) 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 Charter's prior written consent.
- (c) 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 MSFs or OTCs for the HD formatted programming.
- (d) Provision of Service. Without notice, Charter 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 Video Services.
- (e) 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 Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the 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 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 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 Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.

8. **INTERNET ACCESS SERVICE.** This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.
- (a) Customer shall (i) maintain certain minimum equipment and software to receive the Service (see [www.business.spectrum.com](http://www.business.spectrum.com) (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this 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 Internet Services.
- (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed 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.
- (c) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are the property of Charter. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
- (d) Changes of Address. Charter may change addressing schemes, including e-mail and IP addresses.
- (e) No Liability for Risks of Internet Use. The Service, Charter's network and the Internet are not secure, and others may access or monitor traffic.
- (f) No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (g) Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the

extent set forth in the Supplemental Spectrum Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Charter 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 Charter warrant that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.

- (h) Acceptable Use Policy. Customer shall comply with the terms of Charter's Acceptable Use Policy ("AUP") found at [www.business.spectrum.com](http://www.business.spectrum.com) (or the applicable successor URL) and that policy is incorporated by reference into this 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 Charter with or without notice to Customer. Charter may suspend Service immediately for any violation of the Charter AUP.

9. **SUPPLEMENTAL SERVICES.** The following Subsections shall only apply in the event the referenced supplemental service has been selected by and are being delivered to Customer. The supplemental services (also "Services") may be made up of software and hardware components. Charter shall ensure the supplemental services are operational and updated from time-to-time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding the supplemental services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose). Charter does not have title to and is not the manufacturer of any software or hardware components of the supplemental services nor is Charter the supplier of any components of such software or hardware. Customer shall return or destroy all software components provided to Customer upon the termination of the applicable Service Order, and in the case of the destruction thereof, shall, upon request, provide Charter with certification that such components have been destroyed. **IN NO EVENT SHALL CHARTER BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLEMENTAL SERVICES.**

- (a) Hosting. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included as part of the Service in a Service Order under this Agreement. Charter will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected on the Service Order.

- i. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The

Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Without abrogating or limiting anything set forth in the Sections: Internet Access Service, this Section, No Third-Party Support, Customer Use or Performance, Charter (not the manufacturer) shall provide technical support for Hosting Service, but version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of Third Party Software, of Customer's name and any other necessary information for the limited purpose of licensing rights. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act. **COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS APPROVED IN WRITING BY CHARTER.**

- ii. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Charter does not guarantee that Customer will be able to register or renew a desired domain name.
  - iii. Specification Limitations. Individual websites may not at any time exceed the Hosting specifications identified on the applicable Service Order. If Customer's Hosting account exceeds the applicable specifications or is adversely impacting Charter's network or server(s), Charter may (i) contact Customer to resolve the issues; or (ii) if Customer has exceeded the then-applicable specifications in any given month, upgrade account on the next available billing cycle to the next service level tier or suspend or terminate the Hosting Service.
- Notwithstanding anything to the contrary, if Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may suspend or terminate the Hosting Service without notice.
- iv. Limitation of Charter-provided Services. Certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer webpage creation, development, design or content services).

- v. Hosting Fees. The applicable Service Order sets forth the MSFs for the Hosting Service. Customer is responsible for payment whether or not the hosting platform is used and whether or not it functions properly, unless such failure is caused by Charter.
- vi. Content Liability and Use Restrictions. Charter exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Charter shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:
  1. The hosting of unlicensed software.
  2. Use of software or files that contain computer viruses or files that may harm user's computers;
  3. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
  4. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
  5. Any action or inaction which is harmful or potentially harmful to the Charter server structure;
  6. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on your website; or
  7. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
- vii. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its end users any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users then, as between Charter and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the

Charter Indemnified Parties (defined below) harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Charter due to Customer's failure to comply with this Section.

- (b) SB Security Service – Desktop and Managed. Charter's managed security service, SB Managed Security, and desktop security service, SB Desktop Security (collectively, "SB Security Service") are each made up of software and hardware components. Charter shall ensure that the selected SB Security Service(s) is/are operational and updated from time-to-time based on manufacturer-sent updates. Charter is not the manufacturer of any software or hardware components of either Spectrum Business Security Service nor is Charter the supplier of any components of such software or hardware.
- (c) SB Back-Up Service. For Charter's data storage service ("SB Back-up"), Customer shall be assessed applicable OTCs and MSFs which shall be based upon Customer's selection of version retention quantity and storage tier (e.g., five gigabits). The version retention quantity selected specifies the maximum number of separate versions of a document that will be retained (running in sequential order based on the last version created). For example, if Customer has selected "seven" as the version retention quantity, Customer will be able to access the last seven versions of a particular document. In addition to OTCs and MSFs, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional OTCs and MSFs also apply to Customer-requested media and/or professional services.

Charter is not the manufacturer or supplier of any SB Back-Up software components. Customer shall be responsible for updating SB Back-Up from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that SB Back-Up remains operational.

If the functionality of SB Back-Up cannot be maintained by Charter, Charter shall have the right to discontinue providing the Service immediately and Charter shall credit Customer's account for any pre-paid MSFs attributable to the Service, except where such lack of functionality is caused by Customer or any end user gaining access to the Service through Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for SB Back-Up in the event SB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT (1) IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE SB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE SB BACK-UP SERVICE AND (2) CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE

BY CUSTOMER TO RETAIN CUSTOMER'S SB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS OF ACCESSIBILITY TO DATA STORED VIA SB BACK-UP.

10. DATA NETWORKING (aka "DATA TRANSPORT"). Charter will provide Data Networking 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. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).
- i. Charter 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 Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
  - ii. Customer will make available to Charter 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.
  - iii. If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Enterprise and Strategic Marketing Network Operations Center at 1-866-803-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.
  - iv. In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

11. **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. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, 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. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.
12. **CUSTOMER USE.** Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.
13. **PERFORMANCE.** Charter 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 Charter'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 Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.
14. **DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Charter of any event of noncompliance shall in any way be a waiver of any further subsequent event of noncompliance. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.
- (a) **Default by Customer.** Customer shall be in default under this 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 Agreement or any other Service Order(s) incorporated herein.
- (b) **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.
- (c) **Charter's Right to Terminate and Termination Charge.** If Customer is in Default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this 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 Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;
  - ii. Terminate the Services, this 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 Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs 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.
- (d) **Default by Charter.** Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter 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 ("Charter 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 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 Charter Default by Charter is limited to Services provided under the applicable Service Order(s) or this Agreement, if such Charter Default is not so limited.

- iii. If Termination is due to a Charter Default, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to Charter Default within one year of the applicable Turn-Up Date, Charter 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 Charter 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 and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

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

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS 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 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. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY

CUSTOMER TO CHARTER 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.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter'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.

- (b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter 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 Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter 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. Charter 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.
- (d) 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 Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter 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.

- (e) **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 condition shall not be considered a Force Majeure Event.

16. **INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its 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 Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter 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 Charter Indemnified Parties in such case.

17. **TITLE.** Title to the Equipment shall remain with Charter 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, Charter 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. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.

18. **COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

19. **PRIVACY.** Charter 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. Charter 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 Charter's website at [www.business.spectrum.com](http://www.business.spectrum.com). The Privacy Policy may be updated or modified from time-to-time by Charter, with or without notice to Customer.

20. **GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this 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, until informs Charter of any breach of security.

21. **NOTICES.** Any notices to be given under this 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 Charter:  
Charter Communications  
ATTN: Commercial Contracts Management  
Dept: Corp. - Legal Ops  
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.

22. **MISCELLANEOUS.**

- (a) **Entire Agreement; Signatures.** This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This 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 Agreement. This 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 copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

- (b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.
- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this 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, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.
- (d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this 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.
- (e) 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 Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.
- (g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this 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 Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.

Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.