



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget
 Central Procurement Services
 320 S Walnut Street Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **24**
 to
 Contract Number **MA071B2200066C**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City MI 49696
	Angelica Lopez-Hoag
	(616) 607-4382
	Angelica.Lopez-Hoag@Charter.com
	CV0051137

STATE	Program Manager	Jennifer Scriver	DTMB
		517-284-9230	
		ScriverJ@michigan.gov	
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		MartinM42@michigan.gov	

CONTRACT SUMMARY

Commercial Broadband & Cable TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 9, 2016	4 - 1 Year	December 8, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	41 Months	
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE
\$5,713,898.43		\$0.00		\$5,713,898.43

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective 2/17/2026, the following amendment is incorporated into this Contract:

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content, and documents.

Starting 4/24/2026, throughout the Term, Contractor will use commercially reasonable efforts to make all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, in compliance with WCAG 2.1 Level AA.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.



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CONTRACT CHANGE NOTICE

Change Notice Number **23**
 to
 Contract Number **MA071B2200066C**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City MI 49696
	Angelica Lopez-Hoag
	(616) 607-4382
	Angelica.Lopez-Hoag@Charter.com
	CV0051137

STATE	Program Manager	Jennifer Scriver	DTMB
		ScriverJ@michigan.gov	
	Contract Administrator	Mecca Martin	DTMB
		(517) 230-5694	
		MartinM42@michigan.gov	

CONTRACT SUMMARY

Commercial Broadband & Cable TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 9, 2016	4 - 1 Year	December 8, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE
\$4,605,000.00		\$1,108,898.43		\$5,713,898.43

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective 2/17/2026, this Contract is increased by \$1,108,898.43 for Statewide use on Commercial Broadband and Cable TV.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 2/17/2026.



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget
 Central Procurement Services
 320 S Walnut Street Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **22**
 to
 Contract Number **MA071B2200066C**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City MI 49696
	Angelica Lopez-Hoag
	(616) 607-4382
	Angelica.Lopez-Hoag@Charter.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		(517) 331-4622	
	AdrianA1@michigan.gov		
	Contract Administrator	Mecca Martin	DTMB
(517) 230-5694			
MartinM42@michigan.gov			

CONTRACT SUMMARY

Commercial Broadband & Cable TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 9, 2016	4 - 1 Year	September 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	0 Months	<input checked="" type="checkbox"/>	38 Months	December 8, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,605,000.00	\$0.00	\$4,605,000.00		

DESCRIPTION

Effective 9/26/2025, this contract is extended via Chapter 5.7.6 Useful Life Extension and incorporates the attached terms and conditions. The revised expiration date is 12/8/2028.

For the avoidance of doubt, the parties acknowledge and agree that the attached terms and conditions amend and supersede the terms and conditions currently contained in the Contract.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/8/2020.

CHANGE NOTICE NO. 22 TO CONTRACT NO. MA071B2200066C

FOR THE CONTRACTOR:

CHARTER COMMUNICATIONS HOLDING COMPANY LLC

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

DTMB Central Procurement Services

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and CHARTER COMMUNICATIONS OPERATING, LLC, on behalf of itself and those operating subsidiaries providing the services hereunder (which may be referred to herein collectively or individually as “Spectrum” or “Charter” or “Contractor”). This Contract is effective on 09/26/2025 (“Effective Date”), and unless terminated, expires on 12/8/2028 (the “Term”). This Contract is an extension to Contract No. 071B2200066

Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice. The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the Deliverables (defined below) (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity. For the purposes of this Contract, (i) “**Deliverables**” shall refer to all project materials, including Goods (as defined below) software licenses, data and documentation during the rendering of services hereunder and (ii) “**Goods**” shall refer to articles of trade or items of merchandise, supplies, raw materials, or finished products.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not unreasonably and materially interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; and (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract and (i) while using State equipment or interacting with State Data (except for publicly available service locations and contact names and information found on Service Order(s)) comply with all State physical and IT security policies and standards which will be made available upon request. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing. Except for notice to terminate the Contract or to disconnect any Contract Activities, all other notices shall be considered given and received: (a) when verified by written receipt if sent by courier; (b) when sent by nationally recognized overnight delivery service or certified mail, return receipt requested to the following addresses:

If to Contractor:

Charter Communications Operating, LLC
ATTN: Commercial Customer Agreements
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to the State shall be sent to the State's Contract Administrator as set forth in the Statement of Work.

Each party may change its respective address(es) for legal notice by providing notice to the other party.

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**").
4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**").
5. **Reserved.**
6. **Insurance Requirements.**
 - a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. Failure to maintain required insurance does not limit this waiver.

- b. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- c. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - (1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - (2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract
- e. Proof of Insurance**
 - (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
 - (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - (5) Reserved.
 - (6) In the event any required coverage is cancelled, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation.
- f. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain appropriate insurance coverage.
- g. Limits of Coverage & Specific Endorsements.** (See Table 6.1 Below)

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

h. Non-Waiver. This Section 6 is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

7. **Reserved.**

8. **Reserved.**

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Reserved.**

11. **Subcontracting.** Without releasing it of any of its obligations hereunder, Contractor may at any time, without notice to the State, utilize the services of a Subcontractor in connection with the performance of Contractor's obligations under the Contract. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. Contractor will not use a subcontractor who is either debarred or otherwise not able to perform work for the State. The State, in its sole discretion, may require the replacement of any subcontractor and shall not exercise this right in a manner that obligates Contractor to perform an unlawful act.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor and shall not exercise this right in a manner that obligates Contractor to perform an unlawful act.

13. **Reserved.**

14. **State Security Policies.**

While using State IT Equipment, and Resources, all contractor personnel shall be expected to comply with State acceptable use policies for State IT equipment and resources. See:

https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf (AUP) and https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---

[.00.html \(State PSP\)](#) Contractor will be provided an advance copy of any such procedures and policies upon request.

15. **Assignment.** Contractor may not assign its rights and obligations under this Contract, in whole or in part without the prior approval of the State unless such assignment is made to affiliates controlling, controlled by or under common control with Contractor, or to its success-in-interest if Contractor sells some or all of the

underlying communications system(s) -. The State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to another government entity. State understands and agrees that, regardless of any assignment by Contractor, the rights and obligations of Contractor in the Contract may accrue to, or be fulfilled by, any affiliate, as well by Contractor or its approved subcontractors.

- 16. Change of Control.** Contractor will notify the State, within 60 days of any public announcement or otherwise once legally permitted to do so, of a Change of Control. For purposes of this Contract, a “Change of Control” means any of the following: (a) a sale of more than 50% of Contractor’s stock; (b) a sale of substantially all of Contractor’s assets; (c) consummation of a merger or consolidation of Contractor with any other entity; (d) or the board (or the stockholders) approves a plan of complete liquidation. A Change of Control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes, or any transaction or series of transactions that effectuates a mere internal reorganization of Contractor, its parent, and/or its subsidiaries

In the event of a Change of Control, and to the extent applicable, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 17. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 18. Acceptance.** To the extent the Contract Activities involve Deliverables, such Deliverables are subject to inspection and testing by the State within 30 calendar days of the State’s receipt of them (“**State Review Period**”), unless otherwise provided in a Statement of Work. If the Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Deliverables are accepted but noted deficiencies must be corrected; or (b) the Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the Deliverables without performing any further inspections; and (ii) demand performance at no additional cost. For the avoidance of doubt, the State will be billed in accordance with this Contract during the State Review Period.

Within 10 business days from the date of Contractor’s receipt of notification of acceptance with deficiencies or rejection of any Deliverables, Contractor must cure, at no additional cost, the deficiency and deliver acceptable Deliverables to the State. If acceptance with deficiencies or rejection of the Deliverables impacts the content or delivery of other non-completed Contract Activities, the parties’ respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the

time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, including any applicable Service Level Agreement(s) the State may invoke the remedies available to it under the applicable SLAs.

- 19. Delivery.** Contractor must deliver all Deliverables F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.

- 20. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Deliverables remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage.

- 21. Warranty Period.** In the event Deliverables are not functioning properly and causing Contract Activities to not meet the applicable Service Level Agreement(s), then Contractor will remedy the outage in line with the applicable Service Level Agreement(s) (which, for avoidance of doubt, may include replacement of Deliverables).

- 22. Invoices and Payment.** All undisputed amounts are payable within forty-five (45) days of the State's receipt. Invoices must include an itemized statement of all charges.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute in line with Michigan's prompt payment act (MCL 17.51 – 17.57). Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Undisputed amounts not paid within forty-five (45) days of the invoice date shall be past due and subject to a late fee pursuant to MCL 17.54. of Contract Activities have been suspended, prior to resuming Contract Activities, Contractor may require the State to pay any outstanding undisputed charges, a reconnect fee (in accordance with the rates set forth in Schedule B), and one monthly recurring charge in advance before reconnecting services.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 23. Liquidated Damages**, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 24. Disclaimer of Warranty.** THE STATE ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND CONTRACTOR EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF THE STATE'S EQUIPMENT AND THE STATE'S NETWORK. CONTRACTOR EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND CONTRACTOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, THE SERVICE, CONTRACTOR EQUIPMENT, AND ANY CONTRACTOR MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CONTRACTOR, ITS AFFILIATES OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET THE STATE'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE CONTRACT,

CONTRACTOR DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY CONTRACTOR WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, THE STATE ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

THE STATE FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT THE STATE'S OWN DISCRETION AND RISK AND THAT THE STATE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE STATE'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, THE STATE'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, THE STATE ACKNOWLEDGES AND AGREES THAT CONTRACTOR'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS CONTRACT, AND CONTRACTOR DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS CONTRACT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

25. Termination for Cause. (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any State facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability not otherwise due under this Contract; or (iv) breaches any of its material duties or obligations under this Contract; and fails to cure such breach within the time stated by the State in a notice of breach, such cure period not to be shorter than thirty (30) days. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must:

(i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 180 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a

waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or

(ii) continue to perform for a specified period.

If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

If the State terminates this Contract under this Section 25, the State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination. Contractor must promptly reimburse to the State any fees prepaid by the State including any prepaid fees.

26. Termination for Convenience. The State may terminate this Contract or any Statement of Work/Service Order for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (i) the State no longer needs the Services or products specified in the Contract, (ii) program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, in which case no Termination Charges will be applicable, or (iii) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined in Schedule B) except in the case of termination due to those issues listed in subsection (b), and the return of any Spectrum Equipment. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

The State may disconnect a service or all services under the Contract by following the instructions available at this link:

<https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html>

(such instructions in the link may be updated from time to time).

a. Non-Appropriations

Notwithstanding anything to the contrary in the Contract, if funds are not appropriated for a fiscal year for service locations (a “Non-Appropriation”), Customer shall have the right to terminate, without liability, such Services at the affected service location(s) (“Non-Appropriated Services”) as of the end of the funded fiscal year (or such shorter funded term, if applicable). The foregoing termination right is conditioned upon the following: State shall (i) provide Contractor with at least thirty (30) days written notice of termination prior to the start of such fiscal year (or within five (5) days following budget approval, if budget approval occurs less than 30 days prior to or following the start of such fiscal year); (ii) pay Contractor, to the extent that funds are available, for all amounts due for Non-Appropriated Services through the date of termination; (iii) to the extent that funds are available, for the Non-Appropriated Services, pay Spectrum upon receipt of invoice all construction and installation expenses that were previously accepted by State and actually incurred by Contractor related to the Non-Appropriated Services, including, without limitation, any applicable third-party termination charges; and (iv) return to Spectrum or permit Spectrum to remove, in Spectrum’s discretion, the Spectrum Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Spectrum Equipment not returned in accordance with this paragraph.

b. Portability

After the first twelve (12) months following the execution of the Initial Order Term for a particular State service location hereunder, and upon at least sixty (60) days prior written notice to Contractor, the State may elect to terminate and move a Service from an existing service location (the “Original Location”) to a new location within the Contractor service area where use of a third-party service provider is not required (“New Location”). Such termination and relocation shall not be subject to a Termination Charge provided that State: (a) provides notice to Contractor of the date on which Contractor is to terminate Service at the Original Location (including, without limitation, applicable third-party termination charges); and (b) pays Contractor, in accordance with the terms set forth in this Contract, upon receipt of invoice all applicable OTCs associated

with the replacement Service at the New Location. Additionally, the replacement Service at the New Location must have a value (determined by multiplying the number of months in the replacement Service's Initial Order Term by such Service's MRC) equal to or greater than the remaining value in the original Service (such value determined by multiplying the number of months remaining in the original Services Initial Order Term by such Service's MRC).

- 27. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) transferring title in and delivering to the State, at the State's discretion, all completed deliverables prepared under this Contract as of the Contract termination date; and (c) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 28. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor will make reasonable efforts, to preserve, maintain, protect, destroy or return to the State all materials, property, and confidential information provided directly to the Contractor by any entity, agent, vendor, or employee of the State within ninety (90) days.
- 29. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses ("**Claims**"), to the extent such Claims arise directly from: (a) Contractor's (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) failure to comply with the laws expressly applicable to Contractor's performance of the Contract Activities and/or; (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly due to action or inaction by Contractor.
- The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State understands and agrees that Contractor disclaims and shall not be responsible for any liability to the full extent that such arises from the State's misrepresentation with regard to or noncompliance with the terms of this Contract and/or any Service Order, the State's failure to comply with applicable law, and/or the State's negligence or willful misconduct. The State is solely responsible for the use and receipt of the Contract Activities, for its own personnel and their acts and omissions. The State is constitutionally prohibited from indemnifying Contractor or any third parties.

30. Infringement Remedies. Contractor agrees, at its own expense, to indemnify, defend and hold harmless the State against any and all claims, liabilities, lawsuits, direct damages, losses, judgments, costs, fees and expenses incurred by the State (including, but not limited to, reasonable attorneys' fees and court costs), to the extent that such arise directly from third party claims that any of the Contractor's Equipment (as defined in Schedule B) and/or Contractor's Network (as defined in Schedule B) (collectively, the "Contractor System") used to perform the Contract Activities infringes upon the intellectual property rights of such third party (collectively, "IP Claims"). Notwithstanding anything to the contrary herein, Contractor shall have no indemnification obligation with respect to any IP Claim arising out of: (i) content, materials or data transmitted via the Contractor System or Contract Activities; (ii) use of the Contractor System or Contract Activities in combination with products, materials, applications, methods, or other items not furnished by Contractor; (iii) a modification of the Contractor System or Contract Activities not required or directed by Contractor; or (iv) use of the Contractor System or Contract Activities in an unauthorized manner or in breach of this Contract. If an IP Claim for which Contractor has an indemnification obligation under this Section is, or in the State's reasonable opinion is likely to be made, then the State will promptly notify Contractor of such claim or proceeding in writing that references this Section of this Agreement and Contractor shall, at Contractor's expense and sole direction, take one or more of the following actions: (a) procure for the State the right to continue using the Contractor system consistent with this Contract, including

through the defense until a final non-appealable judgement of such IP Claim, (b) replace or modify the same so that it becomes non-infringing, or (c) accept its return by the State with a refund of any prepaid Fees for Services not yet provided.

31. Limitation of Liability and Disclaimer of Damages.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, exemplary, reliance, punitive or special damages (including lost business, revenue profits, or goodwill) arising in connection with this Contract or the provision of Contract Activities. The foregoing limitation of liability shall not apply to any of the State's payment obligations under this Contract. EXCEPT FOR ANY OF THE STATE'S PAYMENT OBLIGATIONS HEREUNDER, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION SHALL NOT EXCEED THE LESSER OF: (i) THE AGGREGATE AMOUNT, (EXCLUDING ONE TIME CHARGES), PAID OR PAYABLE BY THE STATE TO CONTRACTOR UNDER THIS CONTRACT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM OR (ii), ONE MILLION DOLLARS. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO STATE-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES. THE FOREGOING DOLLAR CAP ON LIABILITY SHALL NOT APPLY WITH RESPECT TO (A) INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 29 OF THIS CONTRACT; (B) INJURY OR DEATH TO AN INDIVIDUAL ARISING DUE TO A PARTY'S NEGLIGENCE; (C) DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY ARISING FROM A PARTY'S NEGLIGENCE; OR (D) WILLFUL MISCONDUCT.

32. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 60 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director, that Contractor believes, to the best of its knowledge, will materially and adversely impact Contractor's ability to provide the Services under this Contract.

33. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible.

Upon request, Contractor will provide to the State, or a third party designated by the State, provided that such third party may be required to sign a non-disclosure agreement before any subsequent disclosure, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; and (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c). Contractor shall be responsible for its subcontractors non-permitted disclosure, if any, of the State’s Confidential Information.

- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party promptly in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 30 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data (except for publicly available service locations and contact names and information found on Service Order(s)) to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 30 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. Reserved.

36. Reserved.

37. Reserved.

38. Records Maintenance, Inspection, Examination, and Audit. To the extent mandatory and required by MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before

the end of the Audit Period, Contractor must retain the records until all issues are resolved. Audits shall be limited to records pertaining to the Contract Activities and not with respect to other Contractor customers. For clarity, it is acknowledged that the requirements set forth in Section 34 **Non-Disclosure of Confidential Information** apply regardless of whether such auditor is an employee of the State. Audits, if any, shall be upon reasonable notice to Contractor, at reasonable business hours and be conducted in a reasonable manner. Audits, if any, shall be at the State's sole cost and expense. The Parties acknowledge and agree that that nothing set forth herein is intended to or will restrict the authority of Michigan's Auditor General under law.

Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. Representations and Warranties. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract signatory has the authority to enter into this Contract; (d) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (e) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (f) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

40. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or

potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 41. Compliance with Laws.** Contractor must comply with all applicable federal, state and local laws, rules and regulations.
- 42. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 43. Reserved.**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. Force Majeure.** Notwithstanding anything to the contrary in the Contract, neither party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of the Contract Activities, directly or indirectly by certain unforeseeable extreme circumstances beyond their reasonable control and without their fault or negligence, 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 of third parties, weather such as a hurricane or tornado; fire; flood; or, natural causes, mechanical (unless related to Contractor equipment or caused by Contractor) or regional power failures that are not localized to Contractor, fiber cuts (unless caused by Contractor) , governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a “Force Majeure Event”). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

- 49. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Formal proceedings to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 50. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Spectrum Enterprise Service Agreement
Schedule C	Spectrum Enterprise Privacy Policy
Schedule D	Spectrum Enterprise Acceptable Use Policy
Schedule E	Service Level Agreement(s)
Schedule F	Spectrum Price Attachment

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by mutually agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

57. No Third Party Beneficiaries. The terms of this Contract and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Contract, and the consideration provided by each party hereunder only runs to the respective parties, and no person or entity not a party to this Contract shall have any rights hereunder nor the right to require performance of obligations by either of the parties.

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

SCHEDULE A - STATEMENT OF WORK

This schedule identifies the requirements from Contract No. 071B2200066. Capitalized terms used herein but not defined shall have the meaning as assigned in Contract No. 071B2200066.

1.) BACKGROUND

The State of Michigan (State), through the Michigan Department of Technology, Management and Budget (DTMB), issues this Contract to provide increased bandwidth, provide network diversity to State Remote Sites, transition to current transport service technologies, reduce recurring costs, and increase agility in providing network services to the State in accordance with this SOW and the Enterprise ISP Design.

This is not an exclusive contract. Where the State is unable to procure through this contract or has an existing contract for purchase of the services or products, the State reserves the right to purchase services or products through other contracting vehicles.

PURPOSE

This Contract is for the provision of all deliverables, services, resources, and feature(s) that will be utilized to comprise the SOM Enterprise ISP and any optimization of the Enterprise ISP in accordance with this SOW, the Enterprise ISP Design. Subject to Contract Change Management, the SOM reserves the right to test and Accept Equipment, pursuant to Section 18 (Acceptance and Testing) which will be used to at the SOM Remote Sites (at the SOM LAN Demarcation Point) in support of the Enterprise ISP. The key elements of the Enterprise ISP capability will be defined by the SOM.

This Contract consists of the following scope:

- Enterprise Internet Service Providers
 - A. Procurement of Services
 - B. Invoicing
 - C. Enterprise Internet Service Provider Services
 - D. Service Level Agreements
 - E. Reports
 - F. Continuity of Service/Disaster Recovery
 - G. Optional Services

2.) ADA COMPLIANCE

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

3.) CONTRACTOR KEY PERSONNEL

Contractor Project Manager. Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name
Address
Phone
Email

4.) CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. When necessary to comply with State security polices for specific locations, such as entry into an MDOC facility, Contractor will, as necessary:

- Present certifications evidencing satisfactory Michigan State Police Background checks, ICHAT, and/or drug testing for all staff identified for assignment to the project
- Ensure Contractor personnel complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Fingerprints
- Pay for all costs associated with ensuring their staff meets the above requirements

5.) STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Contract Administrator
Name: Mecca Martin
Phone 517-230-5694
Email: MartinM42@michigan.gov

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

DTMB Program Manager

<p>Name: Jennifer Scriver Phone: (517) 284-9230 Email: ScriverJ@Michigan.gov</p>
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6.) PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for maintaining a project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State will meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

7.) ORDERING

Authorizing Document. The appropriate authorizing document for the Contract will be the master agreement, along with all associated purchase, delivery orders and Service Orders.

9. HARDWARE

All hardware reasonably necessary to provide the services will function as intended when provided. Any hardware provided by the Contractor, that does not function as intended will be replaced as soon as possible, at no additional charge to the State pursuant to any applicable SLAs, unless such non-function is due to the action or inaction of the State.

SCHEDULE B – SPECTRUM ENTERPRISE SERVICE AGREEMENT

The State of Michigan (“State” or “Customer”) hereby acknowledges and agrees to attached and incorporate the following Commercial Terms of Service (“Terms of Service”) into the the Contract without difference. by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder (“Spectrum”).

COMMERCIAL TERMS OF SERVICE

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

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective as set forth in the Contract and shall remain in effect until the expiration or proper termination of the Term (as such term is defined within the Contract).

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

3. ORDER TERM. The “Initial Order Term” is the time period starting on the date the Services are functional in all material respects and available for use (the “Billing Start Date”), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. **Upon expiration of the Initial Order Term, Parties shall have the mutual option to renew the applicable Service Order for successive terms with consent of the other Party (each a “Renewal Term”, collectively with the Initial Order Term, the “Order Term”) by providing the other Party notice at least thirty (30) days in advance of the expiration of the then-current Order Term.**

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, and may change from time to time and Spectrum may decline to provide any requested Services. Spectrum’s ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer’s agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment (“Spectrum Equipment”) used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in accordance with the terms of the Contract in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by

Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services.

In addition, Customer shall provide Spectrum with floor space, rack space, other space, inside wiring, and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). **Spectrum shall not pay any fees or expenses whatsoever** in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services shall not release Customer from its obligation to pay Service Charges for any Services that would otherwise be available for Customer's use.

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

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

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

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

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Service Agreement, Spectrum determines that: (i) there is a lack of available service, facilities, or other

items as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

6. EQUIPMENT.

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

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

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

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

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

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. Spectrum acknowledges prior receipt of Customer's tax exemption certificate. Upon request by Spectrum, Customer will provide additional copies of the tax exemption certificate(s) to Spectrum. To the extent such documentation is held invalid by an authority with proper jurisdiction, Customer will pay an amount equal to any tax or fee not previously collected or liability that remains properly owing, including without limitation applicable related interest and penalties arising from such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer.

Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

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

(c) Change Requests. Any charges associated with a Service, Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within fifteen (15) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be required to perform any work giving

rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

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

(e) Reserved.

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

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

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

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

Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

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

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

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

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

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

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

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

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

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

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

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not

the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within **forty-five (45)** days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

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

(c) Termination Charges. Upon Termination for convenience as described in Section 26, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty.

This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, provided, in accordance with Section 26(a) that those funds **remain available** and have been previously appropriated by the State for that purpose, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

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

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

15. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware) and software, provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party **except as may be expressly permitted the terms of the Contract**.

Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

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

16. PRIVACY. Spectrum maintains a Privacy Policy that provides consumers with notice of Spectrum's collection, use, maintenance, and disclosure of information, and their rights and choices with respect to such practices under applicable U.S. state and/or federal laws and regulations. The Privacy Policy is attached hereto as Schedule C. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

Attachment A to the Commercial Terms of Service (Enterprise)

Spectrum Enterprise TV and Spectrum Business TV Service (collectively, “TV Service”)

Spectrum Enterprise TV Service and Spectrum Business TV Service provide television programming services, including the packages of video channels and music programming, as designated in a Service Order.

- 1. Spectrum Enterprise TV Service.** Spectrum offers different video service options under Spectrum Enterprise TV Service: Set Back Box, Fiber Connect Plus, Moviebeam, SpectrumU, and Spectrum Enterprise TV Streaming Access.
 - a. Set Back Box.** Set Back Box (“SBB”) Service uses a slim-designed device that typically mounts directly on the back of a Customer television set to deliver the service. The SBB Service offers customers a high definition (“HD”) video lineup, Video on Demand (“VoD”), an interactive program guide, and access to parental controls. Additional optional services for SBB include a customized logo for the Service Location, locally inserted video content (subject to technical limitations) (“Content Insertion Service”), and additional premium programming.

SBB Service can be delivered to the Service Location on either fiber or coax transport and can be distributed throughout the Service Location on either coax or Ethernet wiring.

Notwithstanding anything in this Attachment to the contrary, Spectrum shall install and program all video display terminals (“Connections”) for the SBB Service. Customer shall ensure the availability of Connections that are compatible with the SBB Service, including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

If Customer desires the TV user interface associated with the SBB Service to be co-branded (with Spectrum’s and Customer’s brands), then Customer shall provide Spectrum a copy of Customer’s logo in accordance with Spectrum’s technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
 - b. Fiber Connect Plus.** Spectrum offers two options for Fiber Connect Plus (“FC+”) Service: (i) “FC+” (referred to herein as “Standard FC+”) delivered in quadrature amplitude modulation (“QAM”) format, which provides high reliability non-switched HD video over a fiber transport network to the Service Location, and (ii) “FC+ IP Handoff” delivered in internet protocol (“IP”) format, which is delivered via a dedicated fiber connection to a Spectrum-managed switch. FC+ Services do not include video on-demand, Pay-Per-View (“PPV”), an interactive programming guide, or digital video recorder (“DVR”) capabilities.

FC+ Service requires that Connections and any Customer video network equipment be MPEG-4 compatible. Commercial grade Connections are recommended. Customer is responsible for all applicable Connection configuration and premises wiring.

- i. If Customer orders Standard FC+, Customer's Service Location is required to have coaxial cable infrastructure capable of supporting bandwidth of at least 860 MHz.
- ii. If Customer orders FC+ IP Handoff, Customer's Service Location is required to have Ethernet Cat5/6 local area network ("LAN") and/or fiber LAN wiring.
- c. Moviebeam. Moviebeam is a third-party value-added integrated service provider with services available for hospitality customers. Moviebeam offers a choice of service levels which may include an interactive programming guide, property management system ("PMS") integration, interactive guest services, ability to access certain applications (separate End User subscriptions may be required), casting capabilities, and/or expanded customization options for branding the TV user interface. Moviebeam installs and programs all Connections for Moviebeam Service. Customer must ensure the availability of Connections that are compatible with Moviebeam Service. Customer must provide Moviebeam technicians accommodations for lodging at the Service Location during any visits to install the Moviebeam Service.
- d. SpectrumU and Spectrum Enterprise TV Streaming Access ("TVSA"). SpectrumU (available through an app named "SpectrumU" and the website watch.spectrumuTV.com) and TVSA (available through an app named "Spectrum Enterprise TV" and the website spectrumenterpriseTV.com) are online video services (collectively referred to herein as the "Apps") that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. The Apps offer customers an HD video lineup, VoD, an interactive program guide, and access to parental controls. Additional optional services for the Apps include a customized logo for the Service Location, Content Insertion Service (subject to technical limitations), and additional premium programming. The Apps may not be available through all application stores. Factors outside of Spectrum's control may affect the quality of service experienced by Customer and its End Users, including without limitation, the quality and utilization of Customer's network, service attacks, and the End User's device.

Customer acknowledges that Spectrum requires Customer's End Users to accept separate end user license terms prior to using or downloading either of the Apps, and Spectrum may require that End Users update the Apps from time-to-time in order to continue using the Apps.

- 2. **Spectrum Business TV Service.** Spectrum Business TV Service uses a set top box to deliver the service. This service offers customers an HD video lineup, VoD, PPV, an interactive programming guide, and DVR capabilities.

Spectrum Business TV Service is delivered to the Service Location via coax transport and is distributed throughout the Service Location on coax wiring.

Notwithstanding anything in this Attachment to the contrary, Spectrum shall install and program all Connections for the Spectrum Business TV Service. Customer shall ensure the availability of Connections that are compatible with the Spectrum Business TV Service, including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

3. Restrictions.

- (a) Music. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers; Broadcast Music, Inc.; SESAC, Inc.; and their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate related to Customer's transmission, retransmission, communication, distribution, performance or other use of the TV Services.
- (b) Video. Customer must notify Spectrum whether the TV Service will be displayed in (i) private viewing areas, and/or (ii) common or public viewing areas. Premium Services (defined below) may not be exhibited, and DVR functionality may not be employed, by Customer in common or public areas (e.g., halls, lobbies, offices, elevators, waiting rooms, bars, restaurants, etc.) of Customer's Service Locations, as doing so may violate certain licensing requirements related to the display of TV Services. For purposes of this Service Agreement, "Premium Services" means premium programming specified in a Service Order, such as Max, Showtime, TMC, Cinemax, STARZ, Encore, or MGM+.
- (c) Service Locations Charging Fees and/or Engaged in Entertainment. In no event may TV Service be exhibited at locations where an admission fee, cover charge, minimum or like sum is charged, nor may Customer permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the broadcast of TV Service.
- (d) Pay-Per-View. Customer may not order, request, exhibit, or record PPV programming in a commercial establishment; unless explicitly authorized to do so by agreement with an authorized program provider.
- (e) General. (i) Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties. Customer shall not, and shall not authorize or permit any other person to, (A) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service or any part thereof (except in connection with use of DVR functionality that is part of an applicable Service, but subject to the other restrictions herein); (B) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location or to more television outlets than reflected in a Service Order; (C) move the TV Service to another location after installation; or (D) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. (ii) Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including, without limitation, the delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for TV Service as agreed by Spectrum and Customer.

If Customer purchases Content Insertion Service, such service is strictly for Customer-produced content, not the rebroadcast of TV channels, movies, or other third party produced content unless Customer has a specific license authorizing such use. Customer must provide and is solely responsible for all content for Content Insertion Service, as well as the video/audio input/output (or failure of the video/audio input/output) thereof, and Customer agrees that such content,

programming and use of the inserted content will not violate any laws or rights of third-parties (including, without limitation, intellectual property or proprietary rights). Unless prohibited under applicable law, Customer shall indemnify, defend, and hold harmless Spectrum and its affiliates from all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses (including, without limitation, reasonable attorneys' fees) related to Customer's use of the Content Insertion Service, the content Customer provides for such service, and the video/audio input/output (or failure of the video/audio input/output) thereof.

4. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any Connections or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the applicable Order Term. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for any service issues that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such service issue is due to Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require Spectrum to use specialized equipment to continue to deliver TV Service, Spectrum shall provide such Spectrum Equipment, and Customer may be required to pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.
5. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of its programming, including, without limitation, channel line-ups, programming packages, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third-party hardware to Customer and its End Users, which may be subject to additional terms and conditions.
6. **Service Inspection.** Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service or verify the estimated viewing occupancy for bars, restaurants and other event venues. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order, and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.
7. **Charges.** Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, surcharges, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. **End User Support.** Customer shall provide all first level contact and support to its End Users for issues related to use of the TV Service. Customer shall use all reasonable efforts to diagnose the cause of the TV Service impacting event. If the TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum or Spectrum Equipment, Customer shall contact the designated Spectrum technical support contact for resolution.

Attachment B to Commercial Terms of Service (Enterprise)

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

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

INTENTIONALLY OMITTED

Attachment C to the Commercial Terms of Service (Enterprise)

Spectrum Business High-Speed Internet Service (“Internet Service”)

Spectrum Business High-Speed Internet Service¹. Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

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

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

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).

2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.

3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.

4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.

- 5. Electronic Addresses; Mailboxes.** All non-vanity email addresses, email account names, and IP addresses (“Electronic Addresses”) provided by Spectrum (and not through Customer’s domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
- 6. Mailboxes.** Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum’s sole discretion.
- 7. Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
- 8. Cookies.** Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer’s software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net> Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
- 9. Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
- 10. Acceptable Use Policy.** Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
- 11. Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location (“WiFi Network”), for which Customer may be charged a fee consistent with Spectrum’s then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer’s connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.
- 12. The Spectrum-provided WiFi router** will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum’s internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer’s information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum’s sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

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

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

(a) Customer’s use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer’s location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum’s sole discretion, and Customer grants Spectrum a license to use Customer’s names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

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

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¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

Attachment D to Commercial Terms of Service (Enterprise)

Enterprise Internet Service (“EI Service”)

Enterprise Internet Service. EI Service provides Internet access service implemented using a hybrid fiber/coax or a fiber access network. Customer interface to the data network is via Ethernet connection. EI Service enables a variety of upstream and downstream rates. If Customer elects to receive EI Service, Spectrum shall provide Internet connectivity to the Customer Service Locations. Spectrum will also supply necessary equipment, which is Spectrum Equipment, at each site that will be capable of receiving the Service specified in the Service Orders.

EI Service, or features of EI Service, may not be available in all service areas. EI Service is “On-Net” if it is provided by Spectrum to Service Locations entirely through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network, through third-party service providers.

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

1. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the EI Service selected by Customer. However, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.

2. Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <https://enterprise.spectrum.com> (or applicable successor URL) and that policy is incorporated by reference into the Service Agreement. Customer represents and warrants that Customer has read the AUP and will be bound by its terms as they may be amended, revised, replaced, supplemented, or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

3. Static IP Service. Customer may elect to purchase static IP addresses from Spectrum. Delivery of static IP addresses may require additional equipment which Spectrum will supply. If Customer terminates an EI Service for which Customer has also subscribed to Static IP Service, then Customer shall be deemed to have terminated the corresponding Static IP Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

Attachment E to Commercial Terms of Service (Enterprise)

Dedicated Fiber Internet Service (“DFI Service”)

(Formerly known as Fiber Internet Access Service)

Dedicated Fiber Internet. If Customer elects to receive the DFI Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (“ISP”) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

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

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

- 1. DFI Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the DFI Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
- 2. Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage the Spectrum Network.
- 3. Acceptable Use Policy.** Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

4. DDoS Protection Services.

(a) This Section only applies if Customer elects to purchase Distributed Denial of Service (“DDoS”) Protection Service in conjunction with Spectrum DFI Service. The DDoS Protection Service enables detection of DDoS attacks and mitigation countermeasures. Spectrum monitors Customer Internet traffic entering the Spectrum Network to detect anomalies symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a “DDoS Attack”). Once a DDoS Attack is identified, countermeasures (including data scrubbing of “dirty traffic”) are initiated automatically, unless Customer directs Spectrum otherwise. The DDoS Protection Service and countermeasures are designed to reduce disruption of Customer’s legitimate traffic. However, Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove countermeasures and restore normal traffic flow after determination that the DDoS Attack has ended.

(b) Customer Requirements. DDoS Protection Service is an available add-on to DFI Service, but is not available in all locations. DDoS Protection Service is provided on a DFI connection by connection basis. In the event Customer has more than one connection advertising the same IP address(es), Customer is required to purchase DDoS Protection Service for each DFI connection. Spectrum’s ability to provide DDoS Protection Service is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses, and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion.

(c) Disclaimers. Customer acknowledges and agrees that:

- i. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- ii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

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

5. **Data Center Cross Connect.** A “Cross Connect” shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer’s network within a data center or to a third-party’s network within a data center to deliver Spectrum DFI Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum’s Network or Customer can

request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

6. Public, Education, and Governmental (“PEG”) Video Service. This Section only applies if Customer elects to purchase PEG Video Service. Spectrum will install a video encoder at the Service Location together with a private fiber underlay transport to deliver video and audio signals from a PEG Customer’s Service Location to Spectrum’s hub site or headend facility to enable cablecasting to Spectrum’s cable service subscribers.

7. Broadcaster Video Service. This Section only applies if Customer elects to purchase Broadcaster Video Service. Spectrum will install a video encoder at the Service Location together with a private fiber underlay transport to deliver video and audio signals from a broadcaster Customer’s Service Location to Spectrum’s hub site or headend facility to enable delivery on Spectrum’s video network.

Attachment F to commercial Terms of Service (Enterprise)

Secure Dedicated Fiber Internet Service (“SDFI Service”)

Secure Dedicated Fiber Internet. If Customer elects to receive the SDFI Service, Spectrum shall provide Customer with a dedicated, scalable internet connection along with routing, security features, and VPN capabilities over a packet-based infrastructure between Customer’s Service Location identified on a Service Order and Spectrum’s facilities.

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

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

- 1. SDFI Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the SDFI Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
- 2. Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage the Spectrum Network.
- 3. Managed Devices.**
 - a)** Spectrum shall provide Customer with one or more managed device(s) providing various network functions at Customer’s Service Location(s) across Customer’s network. Customer and End Users are responsible for the provision of power (including any back-up power) at all Service Locations and End User locations (as applicable) in order for Customer and its End Users to utilize the SDFI Service. If power at a Service Location, End User location, or for the Managed Device suffers degradation or is unavailable for any reason, then the Service at such location, or with respect to such managed devices, may be degraded or inoperable.
 - b)** SDFI may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software, firmware or hardware components of the SDFI Service. Spectrum may update SDFI Service from time to time based on manufacturer-provided updates.
- 4. Acceptable Use Policy.** Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

5. DDoS Protection Services.

a) This Section only applies if Customer elects to purchase Distributed Denial of Service (“DDoS”) Protection Service in conjunction with Spectrum SDFI Service. The DDoS Protection Service enables detection of DDoS attacks and mitigation countermeasures. Spectrum monitors Customer Internet traffic entering the Spectrum Network to detect anomalies symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a “DDoS Attack”). Once a DDoS Attack is identified, countermeasures (including data scrubbing of “dirty traffic”) are initiated automatically, unless Customer directs Spectrum otherwise. The DDoS Protection Service and countermeasures are designed to reduce disruption of Customer’s legitimate traffic. However, Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove countermeasures and restore normal traffic flow after determination that the DDoS Attack has ended.

b) Customer Requirements. DDoS Protection Service is an available add-on to SDFI Service, but is not available in all locations. DDoS Protection Service is provided on an SDFI connection by connection basis. In the event Customer has more than one connection advertising the same IP address(es), Customer is required to purchase DDoS Protection Service for each SDFI connection. Spectrum’s ability to provide DDoS Protection Service is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses, and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion.

c) Disclaimers. Customer acknowledges and agrees that:

- i. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- ii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

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

6. Data Center Cross Connect. A “Cross Connect” shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer’s network within a data center or to a third-party’s network within a data center to deliver SDFI Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum’s Network or Customer can request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

Attachment G to Commercial Terms of Service (Enterprise)

WIDE AREA NETWORK (“WAN”) SERVICES

Ethernet, Cloud Connect and Wavelengths

- 1. Ethernet Service.** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiberoptic cable. Connectivity is established between two or more Customer endpoints under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s).

Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s). Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third-party service providers.

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

- 3. Wavelengths Service.** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum’s dense fiber network. Connectivity is established between two Customer endpoints in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third-party service providers.

Data Center Cross Connect. A “Cross Connect” shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer’s network within a data center or to a third-party’s network within a data center to deliver Spectrum Ethernet Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum’s Network or Customer can request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

4. **Public, Education, and Governmental (“PEG”) Video Service.** Spectrum will install a video encoder at the Service Location together with a private fiber underlay transport to deliver video and audio signals from a PEG Customer’s Service Location to Spectrum’s hub site or headend facility to enable cablecasting to Spectrum’s cable service subscribers
5. **Broadcaster Video Service.** Spectrum will install a video encoder at the Service Location together with a private fiber underlay transport to deliver video and audio signals from a broadcaster Customer’s Service Location to Spectrum’s hub site or headend facility to enable delivery on Spectrum’s video network.
6. **Additional terms of use.** Customer’s use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:
 - (a) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.
 - (b) Customer’s use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer’s sole responsibility to notify Spectrum if Customer’s use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer’s use of the Service remains not jurisdictionally interstate, at Supplier’s request Customer will recertify that this condition remains in effect. Attachment G – WAN Services v 250206 CONFIDENTIAL Page 2 of 2 © 2016-2025 Charter Communications, all rights reserved If Customer fails to provide such certification or if the Customer’s certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs imposed on Spectrum by the Federal Communications Commission or the state regulatory agency in charge of telecommunications services.

In addition, if Spectrum determines that Customer’s use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum’s provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer’s use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third-party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer’s violation of the 10% Rule.

Attachment H to Commercial Terms of Service (Enterprise)

Managed Network Edge Service (“MNE”), Enterprise Network Edge Service (“ENE”), Managed WiFi Service, Secure Access with Cisco Duo (“Cisco Duo”), Cloud Security with Cisco+ Secure Connect (“Cisco+ Secure Connect”), Managed Router Service (“MRS”), and Managed Security Service (“MSS”) (collectively, “Managed Services,” and each individually, a “Managed Service”)

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased Managed Service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software, firmware or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a “Technical Configuration Questionnaire” to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum’s Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

- 1. MANAGED NETWORK EDGE SERVICE.** This section applies only if the Customer purchases one or more of the MNE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer and End Users are responsible for Internet connectivity and

the provision of power (including any back-up power) at all Service Locations and End User locations (as applicable) in order for Customer and its End Users to utilize the MNE Service. If Internet connectivity or power at a Service Location, End User location, or for CPE suffers degradation or is unavailable for any reason, then the MNE Service at such location, or with respect to such CPE, may be degraded or inoperable. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY MNE SERVICE, OR PART THEREOF, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY CAMERA RECORDING, STORAGE OR ARCHIVING FUNCTIONS, EVEN IF THE FOREGOING IS RELATED TO A SECURITY OR SAFETY RELATED EVENT.

Customer may not add devices obtained from third parties to the Spectrum/Customer co-managed MNE organization (“MNE Organization”). In the event Customer adds additional devices to such MNE Organization, then: (i) Spectrum has the option, but not the obligation, to remove the devices from the MNE Organization without notice to Customer; and (ii) any Service Level Agreements applicable to an MNE Service managed within the MNE Organization shall not apply until the devices are removed from the MNE Organization by Customer or Spectrum.

(a) Managed Network Edge. MNE Service provides routing, VPN capabilities, security features, and unified threat management at Customer’s Service Locations. Enhanced functionality and licensing options may be available upon request.

(b) Managed Network Edge WiFi. MNE WiFi Service provides Customer with wireless networking connectivity at Customer’s Service Locations. Spectrum will provide Customer with wireless access plan with MNE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer’s responsibility to purchase additional MNE WiFi Service to augment coverage as may be needed.

(c) Managed Network Edge Switch. MNE Switch Service provides Customer with Layer 2/3 switching at Customer’s Service Locations.

(d) Managed Network Edge Camera. MNE Camera Service provides Customer with CPE for capturing video data at Customer’s Service Locations. Upon request, Spectrum will coordinate with Customer to help identify camera placement locations and coverage areas (based on square footage), consistent with quantity of devices ordered. Actual camera coverage may vary from design and is limited based on various factors, including, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer’s responsibly to purchase additional Camera Services to augment coverage as may be needed.

- (e) Managed Network Edge Camera Cloud Storage. MNE Camera Cloud Storage Service provides camera cloud archiving to individual cameras as an add-on service to the MNE Camera Service (a separate cloud storage license is required for each camera). The Camera Cloud Storage Service is offered in several different storage periods.
- (f) Managed Network Edge Teleworker. MNE Teleworker Service provides Customer with router and VPN capabilities for remote work locations (e.g., home or small office). MNE Teleworker Service devices will be shipped to the Customer's designated contact who will be responsible for forwarding the devices to End Users. Customer shall also be responsible for retrieving MNE Teleworker Service devices from End Users upon termination of the MNE Teleworker Service. Installation of the MNE Teleworker Service devices will be performed on a self-install basis. Individual End Users shall contact Customer for support regarding the MNE Teleworker Service, and not contact Spectrum directly. Notwithstanding anything in the Terms of Service to the contrary, the MNE Teleworker Service Initial Order Term and Billing Start Date will begin upon delivery of the MNE Teleworker Service equipment to Customer, as indicated by Spectrum's designated courier. Customer must purchase MNE Service from Spectrum in order to purchase MNE Teleworker Service.
- (g) Managed Network Edge Virtual Edge (vMX). MNE Virtual Edge (vMX) Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Google Cloud Platform, or Microsoft Azure. Customer must establish its own account with Amazon, Google or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Edge software. Customer must purchase MNE Service from Spectrum in order to purchase MNE Virtual Edge (vMX) Service.
- (h) Managed Network Edge AnyConnect. MNE AnyConnect Service consists of a VPN server configured on Customer's MNE edge device and accessed by AnyConnect Plus VPN client software installed on Customer's End Users' device. When using AnyConnect products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable AnyConnect terms, including the following: (i) Cisco End User License Agreement for AnyConnect Secure Mobility Client available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/DOC-1.pdf, and (ii) Supplemental End User License Agreement available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/anyconnectSEULA-v4x.pdf. Notwithstanding anything in the Terms of Service to the contrary, the MNE AnyConnect Service Initial Order Term and Billing Start Date will begin upon the date that Spectrum provides AnyConnect license information to Customer. Customer must purchase MNE Service from Spectrum in order to purchase MNE AnyConnect Service.
- (i) Managed Network Edge Sensors. MNE Sensors provide insights into Customer's workspace. The sensors provide Customer with near real-time visibility and the ability to avoid disruptions by setting alerts and notifications to Customer to changes in conditions in their environments via a portal. Examples of MNE Sensor types include: Temperature and Humidity. Open/Close, Water Detection, Temperature Probe, Air Quality, Smart Button.

(j) Managed Network Edge for Hospitality. MNE for Hospitality Service provides the Customer with a WiFi network solution with wireless access points (“WAPs”) deployed at the Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet. MNE Hospitality Service or certain features (guest support, property management system (PMS) integration, site management portal, and conference manager), may not be available in all service areas and may change from time to time.

(k) Managed Network Edge for Campus Living. MNE for Campus Living Service provides the Customer with a WiFi network solution with WAPs deployed at the Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet. MNE for Campus Living Service or certain features thereof (personal area network, management portal, and captive portal), may not be available in all service areas and may change from time to time.

2. **ENTERPRISE NETWORK EDGE SERVICE.** This section applies only if the Customer purchases one or more of the ENE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer is responsible for Internet connectivity and the provision of power (including any backup power) at all Service Locations in order for Customer to utilize the ENE Service. If Internet connectivity or power at a Service Location, or if CPE suffers degradation or is unavailable for any reason, then the ENE Service at such location may be degraded or inoperable.

SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY ENE SERVICE, OR PART THEREOF, FOR ANY REASON.

Customer may not add devices obtained from third parties to the Spectrum/Customer co-managed ENE organization (“ENE Organization”). In the event Customer adds additional devices to such ENE Organization, then: (i) Spectrum has the option, but not the obligation, to remove the devices from the ENE Organization without notice to Customer; and (ii) any Service Level Agreements applicable to an ENE Service managed within the ENE Organization shall not apply until the devices are removed from the ENE Organization by Customer or Spectrum.

- (a) Enterprise Network Edge. ENE Service provides routing, VPN capabilities, and security features at Customer’s Service Locations.
- (b) Enterprise Network Edge Switch. ENE Switch Service provides Customer with Layer 2/3 switching at Customer’s Service Locations.
- (c) Enterprise Network Edge Virtual Machine. ENE Virtual Machine Service provides a virtualized network edge connecting Customer’s network to one of the following cloud environments: Amazon Web Services, Microsoft Azure. Customer must establish its own account

with Amazon or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Machine software. Customer must purchase ENE Service from Spectrum in order to purchase ENE Virtual Machine Service.

(d) Enterprise Network Edge WiFi. ENE WiFi Service provides Customer with wireless Networking connectivity at Customer's Service Locations. Spectrum will provide Customer with a wireless access plan with ENE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional ENE WiFi Service to augment coverage as may be needed.

3. MANAGED WIFI SERVICE. This section applies only if Customer purchases the Managed WiFi Service.

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

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations where Spectrum will not be the primary Internet access provider, provided that Customer purchases an Internet access Service from Spectrum for the sole purpose of providing Spectrum direct internet connectivity to the Managed WiFi Service equipment (e.g., switches and controllers) for the purpose of administration and monitoring.

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the Spectrum WiFi questionnaire completed by the Parties. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. SECURE ACCESS WITH CISCO DUO.

This section applies only if the Customer purchases Cisco Duo Service. Cisco Duo Service is a subscription-based service that delivers multi-factor authentication (MFA), device trust, policy-based access, and/or single sign on, as purchased by Customer. Cisco Duo Service adds protection to applications on Customer's network, and enables a second source of validation, such as via a smartphone or token, to verify user identity before granting access. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco Duo Service. The Cisco Duo Service includes an initial allotment of telephony credits for text message charges related to the transmission of a token/passcode to the End User. Once the initial allotment of telephony credits is used, Customer is responsible for purchasing additional telephony credits. When using Cisco Duo Service offered through Spectrum, Customer

and each End User agrees to and accepts Cisco's applicable Duo Service Terms and Conditions available at: <https://duo.com/legal/pass-through-terms> (or the applicable successor URL).

5. CLOUD SECURITY WITH CISCO+ SECURE CONNECT.

This section applies only if the Customer purchases Cisco+ Secure Connect Service. Cisco+ Secure Connect Service is a subscription-based service designed with security features to connect End Users to various resources, including, without limitation, applications hosted in common public cloud platforms and private data centers. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco+ Secure Connect Service.

When using Cisco+ Secure Connect Service offered through Spectrum, Customer and each End User agrees to and accepts the Cisco End User License Agreement and Product Specific Terms for Cisco+ Secure Connect, both available at www.cisco.com/go/eula (or the applicable successor URL).

6. DESIGN, INTEGRATION AND SUPPORT SERVICES ANCILLARY TO CISCO DUO SERVICE AND/OR CISCO+ SECURE CONNECT SERVICE. If Customer purchases Cisco Duo Service and/or Cisco+ Secure Connect Service, Customer may also purchase one or more of the following ancillary services, as applicable:

(a) Integration and Design Service.

i. Application Integration Service (Applicable only to Cisco Duo Service) Customers who purchase Application Integration Service will receive assistance from Spectrum with configuring a client application (e.g., GoogleDocs, Salesforce, etc.) for Cisco Duo Service multi-factor authentication. Customer will be required to complete a Questionnaire that identifies applications to be configured.

ii. Design Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service) Design Service helps Customer plan, design, and execute the deployment of Cisco Duo Service and/or Cisco+ Secure Connect Service. Design Service is customized for each Customer on an individual case basis.

(b) Support Service.

i. QuickStart Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service) QuickStart Service includes 12 hours of technical support by Spectrum to assist Customer with onboarding, user profiles, change management, and security profile tuning. The 12 hours of technical support are scheduled between Customer and Spectrum, as needed, to assist with initial deployment. The 12 support hours must be used within the first 12 months following the Billing Start Date, and any unused hours expire at the end thereof.

ii. Advanced Support Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service) Advanced Support Service includes 4 hours per month of advanced technical support by Spectrum. Customer is responsible for scheduling Advanced Support Service working sessions with Spectrum personnel to assist with technical

support services, including, without limitation, service configurations, user onboarding, application testing, change management, and security profile tuning. Unused hours in one month do not roll over to the following month.

7. MANAGED ROUTER SERVICE. This section only applies if Customer purchases MRS.

(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum Dedicated Fiber Internet (“DFI”) Service, Spectrum Business High-Speed Internet Service, or Spectrum Ethernet Services. A third-party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates the Spectrum Service to which Customer has connected the MRS, then Customer shall be deemed to have terminated the corresponding MRS and may be subject to Termination Charges in accordance with the Terms of Service.

8. MANAGED SECURITY SERVICE. This section only applies if Customer purchases MSS.

(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Standard and Advanced. MSS has two service levels with different features. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection.

(c) Connectivity. MSS is only available when connected via Spectrum DFI Service or Spectrum Business High-Speed Internet Service. A third-party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(d) Termination. If Customer terminates the Spectrum Service to which Customer has connected MSS, then Customer shall be deemed to have terminated the MSS and may be subject to Termination Charges in accordance with the Terms of Service.

Attachment I to Commercial Terms of Service (Enterprise)

Wireless Internet Service

Spectrum Wireless Internet Service. Wireless Internet Service is a fixed-location data service, not a voice service, that is implemented using 4G LTE and 5G Internet access technologies. The network used to transmit the data services that support Wireless Internet Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the “Third-Party Network”). Wireless Internet Service may not be available in all Spectrum service areas.

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

1. Wireless Internet.

(a) Plan Terms. Wireless Internet Service is available in multiple service plans with either unlimited data usage per month or with a Data Allowance limit per month (“Data Allowance” means the aggregate number of gigabytes (“GB”) of data that may be sent and received using the Wireless Internet Service in a single calendar month under the applicable Wireless Internet Service plan, rounded up to the nearest GB).

Under the Wireless Internet Unlimited Premium service plan, Customer will receive unlimited data usage and a maximum data rate of 100Mbps upload and download speeds. However, when Customer’s data usage in a calendar month exceeds 350GB (or the Third-Party Network operator’s then applicable data usage threshold), the applicable Third-Party Network operator may deprioritize the service for the remainder of such month, which may impact your wireless data rate during times of network congestion, as determined in the Third-Party Network operator’s discretion.

Under the Wireless Internet Unlimited Select service plan, Customer will receive unlimited data usage and a maximum data rate of 25Mbps upload and download speeds, but when Customer’s data usage in a calendar month exceeds 25GB, then Spectrum reserves the right to revise the wireless data rate of such service plan to 2 Mbps.² At the start of the next calendar month, the data usage and data speed will reset.

For Wireless Internet Service ordered with a Data Allowance, the maximum data rate shall be 25Mbps upload and download speeds, and once the Data Pool (defined below) is reached in a calendar month, excess data charges will apply as stated in Section 3 below.

(b) Data Sharing; Excess Data Charges. If Customer purchases more than one of the same Wireless Internet Service plans (excluding unlimited plans), all such same service plans will have their Data Allowances pooled together so they participate within the same data pool (“Data Pool”). The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet Service plan data allowance multiplied by the number of same service plans. For example, if Customer purchases

² For Customers who purchased a Wireless Internet Unlimited service plan from Spectrum on or before July 12, 2024, when Customer’s data usage in a calendar month exceeds 150 GB, then Spectrum reserves the right to revise the wireless data rate of such plan to 600 Kbps. At the start of the next calendar month, the data usage and data speed will reset.

three 1GB Wireless Internet Service plans and two 5GB Wireless Internet Service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool (with a total of 3GB of pooled data) and a 5GB service plan Data Pool (with a total of 10GB of pooled data). Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all data usage of the service plans within the Data Pool collectively exceed the maximum pooled Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated in Section 3 below. Unused Data Allowance in a calendar month does not “roll over” to future calendar months. Wireless Internet Service unlimited service plans and Wireless Internet Backup Services are not eligible for participation within a Data Pool.

(c) Wireless Internet Devices. This section applies if the Customer orders one or more new Wireless Internet Service plans on or after June 7, 2024. Other than with respect to Wireless Internet Unlimited Premium service (for which 5G wireless devices must be used), Customer has the option to choose either a 4G or 5G wireless device for use with the selected Wireless Internet Service plan. An MRC will apply for each wireless device, separate from the MRC for the Wireless Internet Service.

(d) Static IP. Customer may request one static IP address from Spectrum for each Wireless Internet Service plan purchased, for an additional monthly charge. Availability of static IP addresses may be limited to specific Wireless Internet Service plans, wireless devices, and/or locations, at Spectrum’s sole discretion. If Customer terminates a Wireless Internet Service plan for which Customer has also subscribed to a static IP address, then Customer shall be deemed to have terminated the corresponding static IP address, and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. The static IP address provided for use with a Wireless Internet Service plan shall remain the property of, and be subject to control of, the issuing mobile network operator, and therefore, Spectrum is not responsible for changes to the static IP address. The static IP address provided for use with a Wireless Internet Service plan is not transferrable to other Spectrum services, other mobile network operators, or other Service Locations.

2. Wireless Internet Backup.³ Wireless Internet Backup Service is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup Service with and for the same Order Term as a new or existing Dedicated Fiber Internet (“DFI”) Service (up to a maximum of 200 Mbps DFI Service) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the DFI Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum

³ Wireless Internet Backup Service is no longer available for purchase. However, Customers that purchased Wireless Internet Backup from Spectrum on or before July 12, 2024 may continue to receive the same Wireless Internet Backup Service and features at the same prices reflected in their applicable Service Order (“Legacy WIB Services”) until such time as Spectrum discontinues the Legacy WIB Services by written notice to such Customers. Please contact your Spectrum sales representative for further information.

determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup Service at the requested Service Location; or (b) Customer is using the Wireless Internet Backup Service as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the DFI Service, which Service Order will remain in effect.

3. Wireless Internet Service Billing and Data Usage. Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. If a Service Order for Wireless Internet Service sets forth a maximum Data Allowance and Customer exceeds that Data Allowance (or the applicable Data Pool) in a given calendar month, then Customer shall be subject to additional Service Charges with respect to such excess usage ("Overage Rates"). Overage Rates for Wireless Internet Service are available at <https://enterprise.spectrum.com/products/internet/wireless-internet/overage-rates.html> (or successor URL).

4. Service Quality. Spectrum selects the Third-Party Network from national network operators for each Service Location. Customer acknowledges that (i) Wireless Internet Service may be unavailable if the wireless device used in providing Wireless Internet Service is not in range of a transmission site; (ii) there are many factors that may impact availability and quality of Wireless Internet Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations; (iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or as a result of, the unavailability or quality of Wireless Internet Service and/or the Third-Party Network.

5. Power Disruptions. The Wireless Internet Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer must comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators (“Third-Party Terms”) found at:

AT&T Acceptable Use Policy: <https://www.att.com/legal/terms.aup.html> (or successor URL)

Verizon Acceptable Use Policy: <https://www.verizon.com/about/terms-conditions/acceptable-use-policy> (or successor URL)

T-Mobile Prohibited Uses: <https://enterprise.spectrum.com/products/internet/wireless-internet/prohibited-uses.html> (or successor URL)

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operators’ sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) Customer shall not use 5G Wireless Internet Services to continuously stream video, operate web hosting systems, or place or receive voice calls other than to 611 or 911.

7. Security; Use Restrictions. Customer shall take commercially reasonable security measures when using the Wireless Internet Service, and Customer assumes sole responsibility for use of the Wireless Internet Service and for access to and use of Spectrum Equipment used in connection with the Wireless Internet Service. If Spectrum Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the Wireless Internet Service with respect to such Spectrum Equipment in order to prevent unauthorized use of the Wireless Internet Service. Until Spectrum receives Customer’s notification, in a manner directed by Spectrum, of lost or stolen Spectrum Equipment, Spectrum is entitled to assume that any use of the Wireless Internet Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use Wireless Internet Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum’s approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Internet Services.

8. Termination.

(a) If Customer cancels a Wireless Internet Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the Wireless Internet Service through the end of the monthly billing period during which the Wireless Internet Service was cancelled, including charges for exceeding any data usage limitations that applied to a Wireless Internet Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line (“Terminated Equipment”) does not register or attempt to register after such termination on the Third-Party Network on which the Wireless Internet Service had been provided.

Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate Wireless Internet Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide Wireless Internet Service to its customers for any reason.

9. NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXEDLOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

SCHEDULE C – SPECTRUM ENTERPRISE PRIVACY POLICY

Effective: Effective: January 1, 2025

Your privacy is important to Charter. We value the trust you place in us when you use our Spectrum-branded products and services, websites, and mobile applications, as well as through customer service interactions. We take seriously the responsibility of protecting your privacy and the information collected about you.

The Spectrum Privacy Policy (the "Privacy Policy") detailed below describes the types of information we collect, how we use and share that information, the choices you have regarding such use and sharing, and the rights that may be available to you under state and federal law when you subscribe to or interact with certain Spectrum services.

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WHEN THE PRIVACY POLICY APPLIES (back to [top](#))

The Privacy Policy applies to the information we collect when you subscribe to, access, or use the Spectrum products, services, websites and applications (sometimes referred to as the "Spectrum Platform" in this Privacy Policy).

Depending on the portions of the Spectrum Platform you access, use, or to which you subscribe, parts of this Privacy Policy may not apply to you. If you have questions about this Privacy Policy, please contact us directly using the information in the "How to Contact Us With Questions About This Privacy Policy" section below.

Some Spectrum products and services may have additional privacy practices that are described in product- or service-specific sections in this Privacy Policy or may be provided to you in different ways,

such as our commercial agreements for Spectrum Enterprise services. To the extent there is an overlap between the privacy disclosures in this Privacy Policy and a product- or service-specific privacy notice (e.g., the Spectrum Biometric Data Privacy Notice), the privacy disclosures set forth in the product or service-specific notice or commercial agreement will apply and control with respect to such product or service.

Sometimes you may access websites (e.g., news websites, shopping websites, internet search engine, etc.) or services (e.g., non-Spectrum email and instant messaging services or video streaming services, gaming services, data storage services, etc.) that we do not own or control through the Spectrum Platform. We urge our customers to be careful and aware of the privacy practices of these third parties, because this Privacy Policy does not extend to parties that collect information outside of our control and does not cover information that third parties may collect.

WHAT INFORMATION WE COLLECT (back to [top](#))

In order to provide you with Spectrum products and services, we collect a variety of information about you when you interact with us or use our products, services, websites and applications. This information enables us to provide our services to you on a cost-effective basis and to tailor our products and services to best meet your needs and interests.

Information You Provide to Us Directly

We collect information you provide to us when you establish a customer or user account, register to use and/or connect to certain of our services, and when you contact us or otherwise communicate with us, such as:

- contact information (e.g., name, address, email address, and phone number);
- information about you including racial or ethnic origin;
- usernames, passwords, images (e.g., driver's license photo), biometric data (e.g., voiceprints), and other authenticating information associated with a Spectrum account;
- information about the types of services to which you subscribe, orders you place or downloads of Spectrum applications (e.g., the Spectrum TV application) you make through the Spectrum Platform, the service options you have chosen, and any customized setting you have created;
- information about your payment methods, such as your payment card number or bank account information;
- information related to a credit application for a product or service or to protect against fraud, which may include your Social Security number, driver's license number, or other government issued identifier;
- information you provide when you enter contests or respond to customer surveys, or participate in or attend events sponsored by us; and
- information we keep in our records when you correspond or otherwise communicate with us, including through our call centers, in-person, online chat sessions, and through social media.

Please review our Spectrum Biometric Data Privacy Notice by clicking [here](#) or by visiting our Your Privacy Rights section on our [website](#).

Information We Collect Automatically

We automatically collect information about your use of the Spectrum Platform in order to deliver any of our services or otherwise permit access to one of our products, such as:

- information from any device you use when you interact with us, including but not limited to the device identifiers, the number, types, and status of devices connected to our network, network addresses, operating system, and technical configurations of the equipment used with our services, products, websites and applications;
- network traffic data;
- performance and support data; and
- information about your use and the operation of the Spectrum Platform and its features.

We automatically collect usage information to provide you with our products and services, such as:

- usage information about the channels, programs, and advertisements to which your device was tuned when you subscribe to our video service in order to provide you video content ("Video Usage Information");
- information we collect based on our provision of Spectrum Internet service, such as routing traffic to allow you to traverse from one website to another website, in order to provide internet service and connect you to the other internet-based services you request; this can include the amount of data used, device identifiers, and quality of service (i.e., quality of the signal) from customers who use our company-issued routers as part of our provision of Spectrum Internet service (collectively, "Internet Usage Information");
- call records, including the phone numbers that you call and that call you, and the times and dates of those calls, the number of text messages sent and received, when you subscribe to our phone and/or mobile service ("Call Detail Information");
- usage information about your use of the Spectrum Mobile network, the use of your mobile device, technical and network performance information, and location information when your device communicates with cell towers, Wi-Fi routers, access points, and/or with technologies used by the Global Positioning System ("GPS") ("Mobile Usage Information"); and
- device information, including your IP address and information about your browser, operating system, and platform type, demographic information through cookies, web beacons, and other tracking technologies, and information about the website that referred you to a Spectrum website, and the website to which we refer you when you leave a Spectrum website.

Additionally, if you subscribe to or use services that require us to transfer or store communications such as a Spectrum email account or a Spectrum voice product that includes a voicemail service, it will be necessary for us to collect the content of those communications to provide you with the service you have requested because it is required in order for the services to function. We also collect the content of any files you store in our cloud storage services (e.g., Spectrum Cloud DVR) and other information when it is necessary to provide you with the products or features of the services you use.

Please refer to the Spectrum Internet DNS Privacy Notice, available by visiting our Your Privacy Rights section on our website, to learn more about the type of Domain Name System ("DNS") data we collect based on our provision of Spectrum Internet service, how we use and share that information, and our storage and retention practices associated with the DNS data we maintain.

Location Information

When you access our network, we may collect general location information, such as the city or zip code that correlates with the license of your device IP address, or more precise geolocation data that indicates where you are at a specific point in time. We may also collect location information when you use some of our services and applications, including precise geolocation information, such as your service address and the location of your Spectrum Mobile device or another device on which you have installed a Spectrum application. For example, when a Spectrum Mobile device connects using an in-home or out-of-home Spectrum WiFi access point, we collect the device's MAC address, the customer's username (if the customer is logged into the My Spectrum App), which is encrypted, and the Spectrum WiFi access point's geographical location. You can prohibit the collection of this information through your device's settings (see "[Your Choices](#)") but it may limit certain functions and features of the application.

Information Obtained from Third Parties

We may collect information from third parties for purposes related to delivering our products and services to you, for analytics and research, or for marketing and advertising our own products and services, as well as for delivering third-party advertising on the Spectrum Platform.

- Information to verify data you have provided and from credit reporting agencies to determine your credit worthiness, credit score, and credit usage.
- Information from content providers and other platform providers when you use your Spectrum account to authenticate your use of Spectrum services through that provider's platform or device.
- Information from research consultants, marketing firms, data quality management solution firms, and programming partners to enhance our marketing and advertising programs. Collected data may include demographic information, as well as personal interest data, to help us construct audience segments, deliver advertising, and evaluate the effectiveness of a given advertising campaign.

HOW AND WHEN WE USE INFORMATION (back to [top](#))

We use the information we collect to provide you with reliable, high quality products and services.

To Provide and Improve our Services, Products and Devices, Websites and Applications

We use the information we collect to:

- deliver, maintain and improve our products, services, websites and applications;
- fulfill requests for new service or changes to your account or the products and services you already receive;
- provide you with technical support and high quality customer service, including through the use of recorded or monitored communications between you and our customer service agents;
- create and administer a Spectrum account, including activating your service, billing, invoicing, and debt collection activities;

- authenticate or otherwise provide you access to your Spectrum products and services;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- manage and configure our device(s), system(s) and network(s);
- understand how the service is being used, including through the creation of operational and marketing reports based on de-identified and/or aggregated service usage information;
- inform you of additional products and services that may be of interest to you;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of any Spectrum product, service, website or application, and to enforce any Spectrum policy or applicable terms of service;
- protect our rights, our personnel, our property, and the safety of others;
- 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.

We may leverage the power of artificial intelligence ("AI") to perform some or all of these actions as well as any of the actions described in other parts of this section of the privacy policy.

To Communicate With You

We use the information we collect to deliver and personalize our communications with you, e.g., when responding to a survey or ordering a pay-per-view event, we will use that information and information from your account to send you billing information, as well as recommendations for additional Spectrum products or services that may be of interest to you and to provide you with a more personalized experience. We may also send you promotional communications for products and services that may be of interest to you.

To Create Business and Marketing Reports

We use the information we collect to create business and marketing reports (the "Reports") to provide insights into what products and services our customers are using, how long they are using our products and services, how some of our services are accessed, and what additional products and services may be of interest to our customers.

We use these Reports for our own internal purposes, such as improving our products and services, determining what content to provide our customers, measuring the effectiveness of our marketing and advertising, and other research and analytics. We may also share these Reports with third parties, as described in "[When and With Whom We Share Information](#)." In some cases, we may provide Reports to a third party for the third party's own use; however such Reports only contain de-identified and/or aggregated information. You should review the "[Your Choices](#)" section of this Privacy Policy to understand the choices you have with respect to the sharing of this information.

Targeted Advertising

We may use the information we collect or that third parties collect from your visits to other online services to make the marketing and advertising you see on the Spectrum Platform more relevant to you, as well as to market the Spectrum products and services on other websites and platforms. We may use partners to assist with advertising. In some cases, we may share online or device identifiers, such as an IP address, user agent, or advertising device identifier (i.e., unique identifiers generated by your device operating system), with these partners. When we share your information, our third-party partners are limited in their use of your personally identifiable information. For information about how to limit the use of information for these purposes, see the "[Your Choices](#)" section below.

Addressable Advertising on our Cable System Applications

We place some of the advertisements you see during live and on-demand video content on our cable system and video applications. Some of those advertisements are placed in particular shows or channels; others are shown in particular geographic areas. Some of our cable advertisements will ask for your permission to take certain actions, like mail you information or allow the advertiser to contact you. In some areas we will be able to address advertisements to your household through our cable system that will be more relevant to your interests based on your Video Usage Information and/or Combined Information. For information about how to limit the use of information for these purposes, see the "[Your Choices](#)" section below.

Third Party Online Advertising and Customization

We may place "cookies" in your browser that contain information about you or your account when you set up a personalized service or customize your settings and preferences on our websites or mobile applications. Cookies enable us to help diagnose problems with our services, control the display of ads, track usage patterns, gather demographic information, analyze trends, conduct research, and otherwise administer the Spectrum services. We do not store sensitive information such as your password, e-mail address or credit card number in cookies.

In addition to the advertising we deliver, we allow third-party ad serving companies and other unaffiliated advertisers to display advertisements on our websites and within some of our mobile applications. These third parties may collect information about you when you use the Spectrum websites and apps or when you Interact with these third party advertisements. For information about how to limit the use of your information for these purposes, see the "[Your Choices](#)" section below.

WHEN AND WITH WHOM WE SHARE INFORMATION (back to [top](#))

Account Holders and Other Authorized Users

We may disclose certain information about a customer's account and use of a service or feature to the primary account owner only after appropriate authentication. The primary account owner may also authorize other users to access certain information on the account, which may include information about the primary account owner's use of the relevant service.

Charter/Spectrum Related Businesses

We may share information about you with other Charter and Spectrum related companies in order to provide the services you have requested or to which you subscribe, or to make your Spectrum experience more streamlined, such as through combining account information into a single location for easier access.

Service Providers

We may disclose your information to service providers who perform business activities and functions on our behalf to support our interactions with you such as billing and collections, payment processing, analytics and research, marketing and advertising, service delivery and customization, maintenance and operations, and fraud prevention. These service providers are authorized to use your personal information only as necessary to provide these services on our behalf.

Governmental Entities or Pursuant to Valid Legal Process

We may disclose personal information to comply with valid legal process, including subpoenas, court orders or search warrants. In some instances where there is a valid legal request or an order for disclosure of information about you, we may notify you of such request or order and then it may be up to you to object or take specific action to prevent any disclosures pursuant to those requests or orders.

If you subscribe to any Spectrum services, we may be required by law to disclose information about you, including information that personally identifies you, your use of our services, and the content of your communications, to governmental entities upon receipt of valid legal process.

We may also disclose personal information when we believe it is necessary to protect our customers, employees, or property; in emergency situations; to enforce our rights in court or elsewhere, or directly with you, for violations of service terms, conditions or policies; and/or as otherwise required by law.

Third Parties

We do not sell to or share with third parties, for their own marketing or advertising purposes, any information that personally identifies our customers or other individuals who use our products, services, or applications; however, in some cases we may disclose information, such as an IP address or device identifier, to a third-party partner as needed to support our advertising business and our video programming distribution business.

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, 855, 844, 866, 877 or 888 numbers. But note that Spectrum Mobile does not publish directories of customers'

wireless phone numbers and we do not make those numbers available to others for listing in directories.

Some of the advertisements we display may invite interactive or transactional follow-up from you. When you interact and provide your consent, we may share your contact information with such advertiser for the purpose of fulfilling your request. We may also share individually de-identified and/or aggregate information, including our business and marketing reports, with third parties for their own purposes.

If we enter into a merger, acquisition, or sale of all or a portion of our assets, we may transfer information about you, including information that personally identifies you, as part of the transaction.

WHAT CHOICES YOU HAVE TO CONTROL THE USE OF INFORMATION BY SPECTRUM (back to [top](#))

You have choices in controlling how we use and share your information for marketing and advertising purposes. For instance, you can always choose whether to receive promotional emails or text messages. When you visit our websites, you may opt out of interest-based advertising, and when you use our mobile applications, you can limit the use of ad trackers. Visit our [Privacy Preference](#) page to manage your marketing communication and privacy preferences, including, for example:

- to be added to our marketing communication preferences list (e.g., "Do Not Call"), which will limit the marketing and advertising messages you receive from us about Spectrum products and services;
- to limit our use of customer proprietary network information ("CPNI") for marketing and advertising of our own products and services; and
- to limit our use of Video Usage Information, Combined Information, or our business and marketing reports to direct addressable advertisements or interest-based advertisements to you as further described in the preference center.

Some of the preferences will only apply when you subscribe to Spectrum services and may require additional account information. If you make changes to your contact information or get a new account, you will need to review and update your privacy preferences.

If you are a Spectrum customer and do not have access to Internet service, you may call us at the number provided on your monthly bill statement to be added to any of these lists.

If you are not a Spectrum customer and would like to add your name to marketing opt-out lists, please call 833-845-3726.

Please note that even if you choose to limit the use of information or communications for marketing and advertising purposes, you may still receive general marketing and/or advertising messages, in addition to service-related communications.

In certain states (e.g. California and Colorado) you may opt out of the sale or sharing of your personal information and targeted or cross-context behavioral advertising by broadcasting a universal opt-out signal, such as the Global Privacy Control (GPC), on the browsers and/or browser extensions that support the GPC. For more information about privacy preferences visit our [Privacy Preference](#) page.

Cookies, Tracking Technologies, and Interest-Based Advertising

Some of our websites use certain web analytics services, such as Google Analytics and Adobe Analytics. These services use cookies or other tracking technologies to help us analyze how users interact with and use the Spectrum websites, compile reports on the websites' activity, provide other services related to website activity and usage, and help us identify and communicate with potential customers. The information generated by these web analytics services are transmitted to and stored by those entities and are subject to their respective privacy policies. To learn more about Google Analytics and Adobe Analytics, including how to opt-out of tracking of analytics, please visit the following links managed by Google ([Google Cookies](#)) and Adobe ([Adobe Privacy Center](#)).

Many of the third party advertisers that place tracking tools on the Spectrum websites are members of programs that offer you additional choices regarding the collection and use of your information. You can learn more about the options available to limit these third parties' collection and use of your information by visiting the websites for the [Network Advertising Initiative](#) and the [Digital Advertising Alliance](#), as well as the webpages for [Facebook's ad preferences tool](#) and [privacy policy](#).

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple or Android devices, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Some of our Spectrum Platforms (e.g., our Spectrum TV application) may include Nielsen's proprietary measurement software, which will allow you to contribute to market research, like Nielsen's TV Ratings. To learn more about Nielsen's privacy practices, including how you can opt-out of Nielsen's collection and use of this measurement data, please visit www.nielsen.com/digitalprivacy.

CPNI

When you initiate an interaction with one of our representatives, such as a phone call or a chat, we may ask for your oral consent to our use of your CPNI for the purpose of providing you with an offer for other products or services, such as Spectrum cable video service. If you consent, we may use your CPNI for the duration of that interaction to offer you those additional products and services.

If you subscribe to the Spectrum Voice® or Spectrum Mobile service, you have the option of allowing us to use the CPNI we have on file to provide you with information about products and services or special promotions for other communications-related products and services to which you do not already subscribe. You have the right to restrict this use of CPNI. If you opt out of this use, you will experience no effect on your services. We will wait at least thirty days from the date we first provide notice to you, as a subscriber of the Spectrum Home Phone service or Spectrum Mobile service, before we use your CPNI for this purpose. During that time and at any time after, you may opt-out of our use of your CPNI for these marketing purposes by calling us at the number provided on your monthly billing statement or visiting our [Privacy Preference](#) page.

HOW WE PROTECT YOUR INFORMATION (back to [top](#))

We take our responsibility to secure the information we collect and maintain seriously. We use reasonable security, including technical, physical and administrative controls, to secure the information we collect and maintain. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose Spectrum information.

You can help protect the privacy of your own information by using encryption and other techniques to prevent unauthorized interception of your personal information. You are responsible for the security of your information that you transmit to us or view, download, or otherwise access when using unencrypted, public or otherwise unsecured networks. For more information on things you can do to help protect the privacy of your own information, visit www.spectrum.com/security or www.OnGuardOnline.gov.

HOW WE PROTECT CHILDREN'S PRIVACY (back to [top](#))

We do not knowingly collect personal information from anyone under the age of 18. If you believe that a child under 18 years of age has provided us with personal information, please contact us at the address below.

YOUR RIGHTS AND OUR LIMITATIONS ARE UNDER FEDERAL LAWS (back to [top](#))

The Cable Act and Personally Identifiable Information

Section 631 of the Cable Communications Policy Act of 1984, as amended, (the "Cable Act") imposes certain limitations on our collection, use, and sharing of information that personally identifies you when you subscribe to cable video and telecommunications services, or other services provided using the facilities of the Spectrum cable system. The Cable Act provides you with the right to know about the personally identifiable information we collect about you and how we use it; under what conditions and circumstances and the types of persons and entities to whom we may disclose personally identifiable information; how long we maintain personally identifiable information; the limitation on our ability to collect and disclose personally identifiable information collected from the cable system; and provides you with the right to request access to review and correct your personally identifiable information. Personally identifiable information is information that identifies a particular person; it does not include de-identified or aggregate data that does not identify a particular person or persons.

If you would like access to the personally identifiable information we maintain in our business records pursuant to the Cable Act, please send a written request to your local Spectrum office or call us at the number provided on your monthly billing statement and we will make an appointment for you to visit during normal business hours. You will only be permitted to examine records that contain personally identifiable information about your account and no other account. If your review reveals an error in our records, we will correct it. We reserve the right to charge you for the cost of retrieving and photocopying any documents that you request.

The Cable Act permits us to use the cable system(s) to collect personally identifiable information about our subscribers when it is necessary to render services and to detect unauthorized reception or use of the Spectrum Cable Act Services. We may use the cable system to collect personally identifiable information about a subscriber for additional purposes with a subscriber's prior written or

electronic consent. The Cable Act also permits us to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided; required by law or legal process; or limited to your name and address under a "mailing list" exception, as described in this Privacy Policy. **We do not sell or share customer names and addresses with third parties for their own marketing or advertising purposes. If we decide to do this in the future, we will provide you notice and an opportunity to opt out of such sharing.**

When a government entity is seeking information about your selection of video programming, you have additional rights as described in the "Governmental Entities or Pursuant to Valid Legal Process" subsection of "[When We Share Information with Others](#)."

If you believe that you have been aggrieved by any act of ours in violation of law, we encourage you to contact us to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit in federal district court seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well. Your Spectrum Residential Services Agreement contains your agreement that, to the extent permitted by law, any claims under the Cable Act may be enforced in arbitration.

The Communications Act and CPNI

Section 222 of the Communications Act provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of the Spectrum telecommunications services, and information about your Spectrum phone service that is contained on your bill. This information, when linked to an identifiable customer of such service, is known as customer proprietary network information or "CPNI." CPNI does not include a customer's name, address, and telephone number.

If you subscribe to Spectrum Voice® or Spectrum Mobile service, we have an obligation under federal law to protect the confidentiality of CPNI and to provide you with information about how we use your CPNI and explain the choices you have. Those additional protections and the choices you have regarding the use and sharing of such information are reflected in this Privacy Policy.

If you want access to the CPNI data we maintain about your account, we will provide a copy to you at the address of record for your account, or to any person authorized by you, if we reasonably believe the request is valid. For telephone and online access to your CPNI, you must first authenticate your identity before we can disclose CPNI to you or your authorized agent.

WHAT HAPPENS IF WE CHANGE THIS PRIVACY POLICY (back to [top](#))

The most current version of our Privacy Policy is published and maintained at www.spectrum.com. The needs of our customers and the business may change from time to time and, when that happens, we may need to modify this Privacy Policy. Any changes will be posted at this website. If we make any changes that materially affect your rights or the ways in which we use or disclose information, we will attempt to notify you in advance through written, electronic or other means, as required by law, by using the information you have provided when setting up your account.

YOUR RIGHTS IF YOU LIVE IN CALIFORNIA (back to [top](#))

If you are a California resident, please visit our [California Consumer Privacy Rights](#) page, where you can view our [California Consumer Privacy Policy](#) and access information about your rights under the California Consumer Privacy Act (“CCPA”), as amended by the California Privacy Rights Act (“CPRA”), and other California privacy laws.

YOUR RIGHTS IF YOU LIVE IN NEW JERSEY (back to [top](#))

If you are a New Jersey resident:

- We may collect the categories of personal information described in the [“What Information We Collect”](#) section of this policy.
- We may disclose your personal information as described in the [“How We Use Information”](#) and the [“With Whom We Share Information”](#) sections of this policy.
- Third party services may collect information about you while visiting our websites as described in the [“Third Parties”](#) section of this policy.
- Subject to certain legal limitations, you may exercise the rights described in the [“Your Rights if You Live In Other States With Privacy Laws”](#) section of this policy and with respect to your personal information.
- If we make a material change to this privacy policy, we will attempt to notify you as described in the [“What Happens If We Change This Privacy Policy”](#) section.
- You can contact us using the information in [“How To Contact Us With Questions About This Privacy Policy”](#) section of this policy.
- If you are an active and retired federal and state court judges, prosecutors, and law enforcement members in New Jersey, you have rights with respect to the use of your address and phone number, which you can exercise by visiting our Privacy Preference page.

YOUR RIGHTS IF YOU LIVE IN MAINE (back to [top](#))

If you are physically located in and billed by Spectrum for broadband internet access service received in the State of Maine, as a prospective, current, or former subscriber of our broadband internet access service, you have certain rights with respect to the information we collect about you based on our provision of broadband internet access service.

At this time, Spectrum does not use, disclose, or permit access to your broadband customer personal information, except for purposes permitted by the Maine law. Spectrum also does not collect non-personal customer information about you based on our provision of broadband internet access service.

We will not discriminate against you if you exercise any of your rights under Maine law. This means that if you exercise any of your rights, Spectrum will not:

- deny you broadband internet access service;
- charge you a penalty; or
- offer you a discount based on your consent that we can use or share your broadband customer personal information.

YOUR RIGHTS IF YOU LIVE IN OTHER STATES WITH PRIVACY LAWS (back to [top](#))

If you are a resident of Connecticut, Colorado, Florida, Montana, Nebraska, Nevada, New Hampshire, New Jersey, Oregon, or Texas, you may have additional rights with respect to the personal information we collect about you.

We may collect and use information about you as described in the "[What Information We Collect](#)" and "[How We Use Information](#)" sections of this Privacy Policy, and we may disclose your information as described in the "[With Whom We Share Information](#)" section of this Privacy Policy.

You also may have the following rights, subject to certain legal exceptions:

- The right to know and access what personal data a business has collected from or about them and how that data is used and shared;
- The right to delete their personal data;
- The right to correct inaccurate personal data;
- The right to receive a portable copy of the personal data previously provided to the business;
- The right to appeal a business's refusal to take action on a consumer's request to exercise their other rights;
- The right to opt-in to the processing of sensitive data in certain circumstances,
- The right to opt-out of the processing of personal data for targeted advertising purposes, the sale of personal data, and profiling in furtherance of decisions that produce legal or similarly significant effects concerning the consumer;
- The right to opt out of the collection of personal data through voice recognition features (Florida only); and
- The right to non-discrimination and equal service for exercising their consumer data rights.

How to make a consumer request: You can make a request to exercise one or more of your consumer privacy rights via our online verifiable consumer request submission form located on our [State Consumer Privacy Rights](#) page or by calling our toll-free number at (844) 979-1794.

You may authorize another person to make a verifiable consumer request on your behalf, and parents and guardians may submit requests on behalf of their minor children. The authorized agent should submit the request using our online submission form dedicated to authorized agent requests available on our Consumer Authorized Agent Consumer Request on [State Consumer Privacy Rights](#) page. As part of the verifiable consumer request and authorized agent request process, Spectrum will use reasonable efforts to verify your identity, as well as the identity of your authorized agent to ensure that your agent has been properly authorized by you to request information on your behalf. If Spectrum denies your verifiable consumer request, you can appeal that initial denial using the same methods identified above for the original submission of the request.

In addition, Spectrum offers many choices to help you manage your privacy and ensure that you have meaningful choice. You can manage your privacy preferences by visiting our [Privacy Preference](#) page.

USERS OUTSIDE THE UNITED STATES (back to [top](#))

Our Website and services are meant for residents of the United States. If you use our Websites outside of the United States, you understand and consent to the transfer of your personal information to, and the collection, processing, and storage of your personal information in, the United States. The laws in the U.S. regarding personal information may be different than the laws of your country.

HOW TO CONTACT US WITH QUESTIONS ABOUT THIS PRIVACY POLICY (back to [top](#))

Questions about Spectrum's privacy practices should be sent to:

Charter Communications, Inc.
Attn: Legal - Privacy and Cybersecurity
400 Washington Boulevard
Stamford, CT 06902

You may also contact the Legal - Privacy and Cybersecurity team at PPRLegal_Privacy_and_Cybersecurity@charter.com or contact your local customer service office at the phone number listed on your monthly bill statement or by visiting our website at www.spectrum.com.

ADDITIONAL PRODUCT AND SERVICE-SPECIFIC INFORMATION YOU NEED TO KNOW (back to [top](#))

Spectrum Mobile Applications

When you use Spectrum mobile applications, we may also automatically collect information about the devices you use to access the application or our services and the content you view. The information we may automatically collect depends on how you access the services and content and includes:

- information related to the use and operation of the App;
- device information (e.g., device identifier, mobile device number, advertising identifier, MAC address, carrier, operating system, ISP, IP address);
- usage data associated with how you interact with the App;
- configuration data for any Wi-Fi-enabled device you may use to access the App;
- information related to your Wi-Fi and cellular connections (e.g., data usage, network performance, signal strength, throughput, latency); and
- location information, including precise geolocation information, such as your service address and the location of a device in which you have installed the App.

Our location-based features are based on the location of your Spectrum service account and the location, including the precise geolocation, of a device in which you have both installed a mobile application (e.g., the Spectrum TV Application, My Spectrum Mobile App, Connection Manager) (each individually an "App") and have enabled location services. If you do not want the App to collect your device's precise geolocation, you can disable location services on your device using the device settings. Please note that location data, including precise geolocation, will be collected when your location service is enabled for this App when the App is running in the foreground, background, or even if you are not directly using the application depending on your device.

Some of the App's features are only available while you are on the Spectrum network or when connecting from your home Wi-Fi account. The App will use your IP address and other information to determine whether you are on or off the Spectrum network or connecting via your service account.

Spectrum Careers Websites and Job Applicant Tools

Our careers websites and job applicant tools provide interested candidates and prospective employees with leads in their job search, as well as a place to apply for an open position and track their application status. In order to join the Spectrum Talent Network, you must provide certain contact information, such as your name and email address, which Spectrum uses to send job alerts and relevant communications and updates. If you no longer want to receive communications from the Spectrum Talent Network team, you can unsubscribe at any time. Our job applicant tools also collect additional information from you associated with your job application, such as your educational background, employment history, and resume or other uploaded documents. If you would like to view, access, update or delete your personal information maintained within our careers websites and job application tools, please visit those sites directly.

**SCHEDULE D – Acceptable Use Policy for Enterprise Services and spectrum
Business Acceptable Use Policy**

Acceptable Use Policy - Enterprise Services

Charter Communications Operating, LLC and its respective affiliates and subsidiaries providing enterprise services (“Spectrum Business”) has created this Acceptable Use Policy (“AUP”) applicable to Dedicated Fiber Internet, Secure Dedicated Fiber Internet, Enterprise Internet and Wireless Internet Service, collectively the “Internet Services”. In order to provide high quality customer service and to ensure the integrity, security, reliability, and privacy of the Internet Services, this AUP applies, along with the terms of service governing the Customer’s use of Internet Services and related services (“TOS”), to specify use restrictions applicable to users of the service. Customer recognizes and agrees that the then-current version of the AUP, to be maintained by Spectrum Business and posted on the Spectrum Business for Enterprise Services website, will supersede all previous versions of this document and Customer’s continued use of Internet Services will constitute Customer’s acceptance of this AUP as may be amended.

BY USING THE INTERNET SERVICES, CUSTOMER AGREES TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICE TO ABIDE BY, THE TERMS OF THIS AUP AND ASSOCIATED TOS. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF THE SERVICE.

1. USE. The Internet Services are designed solely for use in Customer's business. Customer is responsible for any misuse of the Internet Services that occurs through Customer's account, whether by an employee of Customer's business or an authorized or unauthorized third-party. Customer is responsible for any and all email addresses associated with Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Internet Services. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Internet Services, including any data stored or shared on that device and (ii) any access point of the Internet Services. If Customer sells or resells advertising or webspace to a third party, then Customer will be responsible for the content of such advertising or on such webspace and the actions of such third party. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Internet Services in any manner,

including, but not limited to, wireless technology, except as expressly provided in any contract for service. Spectrum Business reserves the right to disconnect or reclassify the Internet Services to a higher grade or to immediately suspend or terminate the Internet Services for failure to comply with any portion of this AUP, without prior notice.

2. PROHIBITED ACTIVITIES USING THE SYSTEM, NETWORK, AND INTERNET SERVICES. Any activity or use of the Internet Services which violates system or network security, or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, relay communication through a resource, or to breach security or authentication measures without express authorization of the owner of the system or network.

b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.

c. Interference with service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.

d. Forging the header of any transmitted information packet, email, or Usenet posting.

e. Modifying or tampering with any hardware, software, or configuration provided by Spectrum Business including but not limited to: routers, switches, access points, wireless gateways, security devices, and cable modem configuration files.

f. Disrupting any aspect of the Internet Services through any means.

g. Assuming or assigning a Spectrum Business IP address that was not allocated to the user by Spectrum Business or its network - all Internet Services users are subject to IP address assignment as determined by Spectrum Business.

h. Running any type of server on Spectrum Business' system that is intentionally used to disrupt other users of the Internet Services or users of the Internet in general.

3. **NO ILLEGAL OR FRAUDULENT USE.** The Internet Services may be used only for lawful purposes. Customer will not use or allow others to use the Internet Services in any manner that is in violation of any applicable federal, state, local, or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Internet Services to impersonate a person or entity is not permitted.

4. **NO SPAM.** Users may not send any unsolicited bulk email or electronic communication including, but not limited to, instant messenger programs, Usenet, etc. that promotes or advertises a cause, opinion, money making opportunity, or the like that the recipient did not specifically request from the sender ("Spam"). All commercial email messaging must comply with the Federal, State, and Local law, such as the CAN-SPAM Act (See: <https://www.ftc.gov/business-guidance/resources/can-spam-actcompliance-guide-business>). These communications do not necessarily have to pass through the Internet Services' email infrastructure - it only needs to originate from an Internet Services user.

Spectrum Business maintains a zero-tolerance policy on Spam for all of its Internet Services and may take immediate action against users violating this AUP. Spectrum Business reserves the right to impose certain limitations on use of the Internet Services' email.

The Internet Services may not be used to collect responses from unsolicited communication regardless of the communication's origination. Moreover, unsolicited communication may not direct the recipient to any website or other resource that uses the Internet Services and the User may not reference the Internet Services in the header or by listing an IP address that is associated with the Internet Services in any unsolicited communication even if that communication is not sent through the Internet Services or its infrastructure.

Users may not send any type of communication to any individual who has indicated that they do not wish to receive messages from them. Continuing to send email messages to anyone who has expressly requested not to receive email from a user is considered to be harassment. Customer is responsible for maintaining confirmed opt-in records and must provide them to Spectrum Business upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

5. **NO SYSTEM DISRUPTION.** Customer will not use, or allow others to use, the Internet Services to disrupt, degrade, and/or otherwise adversely affect Spectrum Business' network or computer equipment owned by Spectrum Business or other Spectrum Business customers.

6. **SECURITY/ABUSABLE RESOURCES.** User is solely responsible for the security of any device connected to the Internet Services, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abusable resources include but are not limited to: open news servers, open SMTP servers, insecure routers, wireless access, and insecure proxy servers. Upon notification from Spectrum Business, users are required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.

7. **NO "HACKING".** Customer will not use, nor allow others to use, the Internet Services to access the accounts of others or to attempt to penetrate security measures of the Internet Services or other computer systems ("hacking") or to cause a disruption of the Internet Services to other online users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

8. **NETWORK MANAGEMENT.** Spectrum Business utilizes as necessary a variety of reasonable network management practices consistent with industry standards to ensure that all of its Customers have a high-quality online experience. These practices are undertaken without regard to the source, destination, content, application, and/or service, and are designed to protect Customers from activities that can unreasonably burden our network or compromise security. Spectrum Business' online network is a bidirectional network, the proper management of which is

essential to promote the use and enjoyment of the Internet by all of our Customers. Spectrum Business monitors its network and attempts to address projected demand for capacity, taking reasonable steps to expand capacity, as necessary. Refer to Spectrum Business Network Management Practices for more information.

9. **VIRUSES.** Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses including but not limited to worms, "Trojan horses", denial of service attacks, and/or bots. Spectrum Business will take appropriate (as determined in Spectrum Business' sole discretion) action against users infected with computer viruses or worms to prevent further spread.

10. **ENFORCEMENT.** Spectrum Business reserves the right to investigate violations of this AUP, including the gathering of information from the Customer or other users involved and the complaining party, if any, and the examination of material on Spectrum Business' servers and network. Spectrum Business prefers to advise users of AUP violations and any necessary corrective action, but if Spectrum Business, in its sole discretion, determines that a user has violated the AUP, Spectrum Business will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, service restrictions, and termination of service. Spectrum Business is not liable for any such responsive action and these actions are not exclusive. Spectrum Business may take any other legal or technical action it deems appropriate

11. **NO WAIVER.** The failure by Spectrum Business or its affiliates to enforce any provision of this AUP at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

12. REVISION TO AUP. Spectrum Business reserves the right to update or modify this AUP at any time and from time to time with or without prior notice. Continued use of the Internet Services will be deemed acknowledgment and acceptance of this AUP. Notice of modifications to this AUP may be given by posting such changes to the Spectrum Business Acceptable Use Policy for Enterprise Services found at <https://enterprise.spectrum.com/>, by email or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit Spectrum Business's website and review this AUP to ensure that their activities conform to the most recent version. In the event of a conflict between any customer or customer agreement and this AUP, the terms of this AUP will govern. Questions regarding this AUP should be directed to aupquestions@charter.com. Complaints of violations of it by Spectrum Business customers can be directed to abuse@spectrum.com.

SPECTRUM BUSINESS RESERVES THE RIGHT, AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF THE INTERNET SERVICES WITHOUT NOTICE IF SUCH USE VIOLATES THE AUP, INFRINGES UPON SPECTRUM BUSINESS' OR A THIRD PARTY'S RIGHTS, IS UNLAWFUL, INTERFERES WITH SPECTRUM BUSINESS' SYSTEMS OR NETWORK OR THE INTERNET CONNECTIVITY OR OTHERS' USE OF THE INTERNET SERVICES.

Spectrum Business Internet Acceptable Use Policy

Charter Communications Operating LLC and its respective affiliates and subsidiaries providing services ("Spectrum Business") has created this Acceptable Use Policy (AUP) in order to provide high quality customer service and to insure the integrity, security, reliability, and privacy of Spectrum Business Internet Services. This AUP applies, along with the terms of service governing Customer's use of Spectrum Business Internet and related Services (TOS), to specify use restrictions applicable to users of the Service. Customer recognizes and agrees that the then-current version of the AUP to be maintained by Spectrum Business and posted on Spectrum Business's website will supersede all previous versions of this document and Customer's continued use of Spectrum Business's Internet Service will constitute Customer's acceptance of this AUP as may be amended.

BY USING THE SERVICE, CUSTOMER AGREES TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICE TO ABIDE BY, THE TERMS OF THIS AUP AND ASSOCIATED TOS. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF THE SERVICE.

1. **USE.** The Service is designed solely for use in Customer's business. Customer is responsible for any misuse of the Service that occurs through Customer's account, whether by an employee of the Customer's business or an authorized or unauthorized third-party. Customer is responsible for any and all email addresses associated with the Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point of the Service. If Customer sells or resells advertising or webspace to a third party, then Customer will be responsible for the content of such advertising or such webspace and the actions of such third party. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service. Spectrum Business reserves the right to disconnect or reclassify the Service to a higher

grade or to immediately suspend or terminate the Service for failure to comply with any portion of this AUP, without prior notice.

2. PROHIBITED ACTIVITIES USING THE SYSTEM, NETWORK, AND SERVICE. Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

- a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, relay communication through a resource, or to breach security or authentication measures without express authorization of the owner of the system or network.
- b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
- c. Interference with service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
- d. Forging the header of any transmitted information packet, email, or Usenet posting.
- e. Modifying or tampering with any hardware, software, or configuration provided by Spectrum Business including but not limited to: routers, switches, access points, wireless gateways, security devices, and cable modem configuration files.
- f. Disrupting any aspect of the Service through any means.
- g. Excessive use of bandwidth, that in Spectrum Business's sole opinion, places an unusually large burden on the network or is deemed by Spectrum Business to be above normal usage. Spectrum Business has the right to impose limits on excessive bandwidth consumption via any means available to Spectrum Business.
- h. Assuming or assigning a Spectrum Business IP address that was not allocated to the user by Spectrum Business or its network - all Spectrum Business Internet users are subject to IP address assignment as determined by Spectrum Business.
- i. Running any type of server on Spectrum Business's system that is intentionally used to disrupt other users of the Service or users of the Internet in general.

3. **NO ILLEGAL OR FRAUDULENT USE.** The Service may be used only for lawful purposes. Customer will not use or allow others to use the Service in any manner that is in violation of any applicable federal, state, local, or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is not permitted.

4. **NO SPAM.** Users may not send any unsolicited bulk email or electronic communication including, but not limited to, instant messenger programs, Usenet, etc. that promotes or advertises a cause, opinion, money making opportunity, or the like that the recipient did not specifically request from the sender ("Spam"). All commercial email messaging must comply with the Federal, State, and Local law, such as the CAN-SPAM Act (See: <https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>). These communications do not necessarily have to pass through the Service's email infrastructure - it only needs to originate from a Service User.

Spectrum Business maintains a zero-tolerance policy on Spam for all of its Internet Services and may take immediate action against users violating this AUP. Spectrum Business reserves the right to impose certain limitations on use of the Service's email.

The Services may not be used to collect responses from unsolicited communication regardless of the communication's origination. Moreover, unsolicited communication may not direct the recipient to any website or other resource that uses the Service and the User may not reference the Service in the header or by listing an IP address that is associated with the Service in any unsolicited communication even if that communication is not sent through the Service or its infrastructure.

Users may not send any type of communication to any individual who has indicated that they do not wish to receive messages from them. Continuing to send email messages to anyone who has expressly requested not to receive email from a User is considered to be

harassment. Customer is responsible for maintaining confirmed opt-in records and must provide them to Spectrum Business upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

5. **NO SYSTEM DISRUPTION.** Customer will not use, or allow others to use, the Service to disrupt, degrade, and/or otherwise adversely affect Spectrum Business's network or computer equipment owned by Spectrum Business's or other Spectrum Business customers.

6. **SECURITY/ABUSABLE RESOURCES.** User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abusable resources include but are not limited to: open news servers, open SMTP servers, insecure routers, wireless access, and insecure proxy servers. Upon notification from Spectrum Business, Users are required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.

7. **NO "HACKING".** Customer will not use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other online users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

8. **NETWORK MANAGEMENT.** Spectrum Business utilizes as necessary a variety of reasonable network management practices consistent with industry standards to ensure that all of its Customers have a high-quality online experience. These practices are undertaken without regard to the source, destination, content, application, and/or service, and are designed to protect Customers from activities that can unreasonably burden our network or compromise security. Spectrum Business's online network is a bidirectional network, the proper

management of which is essential to promote the use and enjoyment of the Internet by all of our Customers. Spectrum Business monitors its network and attempts to address projected demand for capacity, taking reasonable steps to expand capacity as necessary. Refer to Spectrum Business's [Network Management Practices](#) for more information.

9. VIRUSES. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses including but not limited to worms, "Trojan horses", and/or denial of service attacks bots. Spectrum Business will take appropriate (as determined in Spectrum Business's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

10. ENFORCEMENT. Spectrum Business reserves the right to investigate violations of this AUP, including the gathering of information from the Customer or other Users involved and the complaining party, if any, and the examination of material on Spectrum Business's servers and network. Spectrum Business prefers to advise Users of AUP violations and any necessary corrective action but, if Spectrum Business in its sole discretion, determines that a User has violated the AUP, Spectrum Business will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, service restrictions, and termination of service. Spectrum Business is not liable for any such responsive action and these actions are not exclusive. Spectrum Business may take any other legal or technical action it deems appropriate.

11. NO WAIVER. The failure by Spectrum Business or its affiliates to enforce any provision of this AUP at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

12. REVISION TO AUP. Spectrum Business reserves the right to update or modify this AUP at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this AUP may be given by posting such changes to Spectrum Business's homepage (www.business.spectrum.com), by email or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit Spectrum Business's website and review this AUP to ensure that their activities conform to the most recent version. In the event of a conflict between any customer or customer agreement and this AUP, the terms of this AUP will govern. Questions regarding this AUP should be directed to AUPQuestions@charter.com. Complaints of violations of it by Spectrum Business customers can be directed to abuse@charter.net.

SPECTRUM BUSINESS RESERVES THE RIGHT AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF THE SERVICE WITHOUT NOTICE IF SUCH USE VIOLATES THE AUP, INFRINGES UPON SPECTRUM BUSINESS'S OR A THIRD PARTY'S RIGHTS, IS UNLAWFUL, INTERFERES WITH SPECTRUM BUSINESS'S SYSTEMS OR NETWORK OR THE INTERNET CONNECTIVITY OR OTHERS' USE OF THE SERVICE.

SCHEDULE E –SERVICE LEVEL AGREEMENT(S)

Spectrum Business

Service Level Agreement for Enterprise Services: Dedicated Fiber Internet

This Service Level Agreement (“SLA”) for Spectrum Business (“Spectrum”) Dedicated Fiber Internet (referred to herein as “DFI” or the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for DFI Service

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Delivery
End to End: 100%	Priority 1 Outages within 4 hours	≤ 35ms	≤ 1ms	≥ 99.99%

SLA Targets are measured from Customer’s Service Location to the location where Spectrum has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected DFI circuit or Service (the “Affected Service”).

III. SLA Calculations

1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

Service Availability =	$\frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$
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2. Mean Time to Restore (“MTTR”)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time to Restore =	$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$
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3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) =	$\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	$\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100$
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5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter/Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	$\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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IV. Remedies

1. Service Credits

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

Service Availability Credits		
Downtime		Service Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100% of MRC

Mean Time To Restore (“MTTR”) Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
< 8 hours	50% of MRC			
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum’s sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

Spectrum Business

Service Level Agreement for Enterprise Services: Enterprise Internet

This Service Level Agreement (“SLA”) for Enterprise Internet (referred to herein as “EI” or the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Business (“Spectrum”) Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s connection at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for EI Service

Service Availability	Mean Time To Restore (“MTTR”)
99.9%	Priority 1 Outages: within 6 hours

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.9% Service Availability Target.

Downtime Table		
Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.9% for 31 Days	44,640	44.6
99.9% for 30 Days	43,200	43.2
99.9% for 29 Days	41,760	41.8
99.9% for 28 Days	40,320	40.3

SLA Targets are measured from Customer’s Service Location to the location where Spectrum has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected EI circuit or Service (the “Affected Service”).

III. SLA Calculations

1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

$$\text{Service Availability} = \frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$$

2. Mean Time to Restore (“MTTR”)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\text{Mean Time to Restore} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$$

IV. Remedies

1. Service Credits

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

Service Availability Credits		
Downtime		Service Credit
> 43.2 minutes*	< 3 hours	10% of MRC
≥ 3 hours	< 6 hours	20% of MRC
≥ 6 hours	< 12 hours	30% of MRC
≥ 12 hours	< 24 hours	40% of MRC
≥ 24 hours		50% of MRC

*The Downtime value reflected in this cell is based on a 30 day month. This value is determined based on the Downtime minutes per the Downtime Table in Section II above. For example, in a 31 day month, this value will be 44.6 minutes.

Mean Time To Restore (“MTTR”) Credits	
MTTR > 6 hours < 12 hours	30% of MRC
MTTR ≥ 12 hours	40% of MRC

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum’s sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds six (6) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer’s termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

Spectrum Business

Service Level Agreement for Enterprise Services: Ethernet

This Service Level Agreement (“SLA”) for fiber-based Spectrum Business (“Spectrum”) Ethernet Service and Spectrum Cloud Connect Service (individually the “Service” and collectively the “Services”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance tier goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classifications and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service
Priority 3	<ul style="list-style-type: none"> • A service issue that does not impact the Service; or • A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network to transmit and receive network traffic between Customer’s Service Locations. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Service issues for Cloud Connect Service beyond the Peering Point (vi) Customer does not release the Service for testing, and (viii) Force Majeure Events.

II. SLA Targets for Ethernet and Cloud Connect Services

Spectrum Ethernet Services and Cloud Connect Peering Point SLA Targets ¹				
Performance Tier	Metro 0 – ≤ 155 miles ³	Regional > 155 – ≤ 746 miles ³	National ²	
			> 746 – ≤ 1,500 miles ³	> 1,500 miles ³
Service Availability	100%	100%	100%	100%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.
Latency	≤ 10ms	≤ 25ms	≤ 60ms	≤ 95ms
Packet Delivery	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
Jitter	≤ 1ms	≤ 4ms	≤ 8ms	≤ 8ms

¹ Measured as described below.

² Notwithstanding the table above, for Service Locations that require use of a third-party service provider to deliver the Services, the SLA Targets shall be those reflected in the National > 1,500 miles column regardless of fiber route distance.

³ Refers to the length of the actual fiber route.

Ethernet Service SLA Targets are measured end to end (i.e. from any two applicable Customer edge devices or network interface devices (“NID”) at the Service Location) at the individual circuit or Service level, and any applicable credits are issued only for the affected circuit or Service (the “Affected Service”).

The Cloud Connect Service SLA Target for Service Availability is measured between Spectrum’s NID located at Customer’s Service Location and the point of physical handoff of the Service to the cloud service provider’s cloud peering point (“Peering Point”).

III. SLA Calculations

1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

$$\text{Service Availability} = \frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$$

2. Mean Time to Restore (MTTR)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured each calendar month as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\text{Mean Time to Restore} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$$

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) =	$\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an Excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	$\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100$
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5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter or Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	$\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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IV. Remedies

1. Service Credits

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

Service Availability Credits		
Downtime		Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100%

Mean Time To Restore (“MTTR”) Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum’s sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

Spectrum Business

Service Level Agreement for Enterprise Services: Managed Network Edge and Enterprise Network Edge

This document outlines the Service Level Agreement (“SLA”) for Managed Network Edge (“MNE”) Service and Enterprise Network Edge (“ENE”) Service (collectively, the “Network Edge Services,” and each a “Network Edge Service”).

This SLA is a part of, and is hereby incorporated by reference into, the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Any applicable credits are issued only for the affected Network Edge Service(s) (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. On-Time Provisioning

The On-Time Provisioning SLA target measures on-time achievement of Spectrum-committed scheduled activation of a new ENE Service. Scheduled activation date is established following completion of all needed site surveys, pre-wiring steps and confirmation of equipment and technician availability. When multiple Network Edge Services are ordered at a Customer location there may be individual activation dates established for each Service. Notwithstanding anything to the contrary herein, the On-Time Provisioning SLA does not apply to MNE Teleworker, MNE AnyConnect, MNE Virtual Edge (vMX), or ENE Virtual Machine Services.

On-Time Provisioning SLA	Service Credit
Spectrum and Customer agreed upon Service activation date	50% of the standard NRC installation charge*

* Not applicable for non-standard NRC Network Edge Service installation charge (e.g., construction or access charges).

If the agreed upon Service activation date is missed due to Spectrum’s failure, Customer will be eligible for a Service Credit.

II. Service Availability

The ENE Service offers a Service Availability SLA target for each of the unique Network Edge Service offerings which require customer premises equipment (“CPE”) to deliver the Service (i.e., MNE/ENE Network Edge, MNE/ENE Switch, MNE/ENE WiFi, and MNE Camera). Notwithstanding anything to the contrary herein, the Service Availability SLA does not apply to the MNE Teleworker or MNE AnyConnect Services.

Network Edge Service “Service Availability” is based on the individual Network Edge Service offering and is based on the total number of minutes in a calendar month during which the ENE Service is available to exchange data between Network Edge Service devices and is calculated by taking the total number of minutes of Service availability (Service uptime) and divided by the total number of possible minutes in that month. Service Disruptions, subject to Excluded Disruptions, as each defined below, shall be used to determine downtime for each of the unique Network Edge Service offering.

A “Service Disruption” is defined as loss of connection to an individual Network Edge Service CPE device for a duration that makes the Service no longer available to the customer. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Customer Care, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

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

This SLA only applies when the Service Disruption is caused by the individual Network Edge Service CPE device. In the event the Network Edge Service is not available due to downtime caused by Spectrum’s Internet Service which qualifies for Service Credits, then Service Credits will not be available for the same event causing the downtime.

Duration of Service Disruption	Credit Amount is Percentage of One Month’s MRC
≤5 minutes (99.99% Service Availability)	N/A
> 5 minutes and ≤ 4 hours	10%
> 4 hours and ≤ 8 hours	15%
> 8 hours and ≤ 12 hours	20%
> 12 hours and ≤ 16 hours	30%
>16 hours and ≤ 24 hours	40%
>24 hours	50%

Credits for Service Disruptions will be offered as a percent of the individual Network Edge Service MRC.

III. On-Site CPE Replacement

The ENE Service offers an On-site CPE Replacement SLA target. In the event of a Service Disruption caused by a faulty or defective ENE Service CPE, Spectrum’s target to repair or replace such CPE is within 4 hours. Customer must contact the Spectrum Network Operations Center (“NOC”) to open a trouble ticket of which Spectrum Enterprise will determine if the CPE is the source of the Service Disruption.

CPE Replacement SLA Target	
On-site with replacement Network Edge Service CPE	Within 4 hours after the determination has been made by Spectrum NOC that the issue is CPE related. (365x24x7)**

** Notwithstanding anything to the contrary herein, (i) Hawaii locations will be excluded from the On-site CPE Replacement SLA, (ii) the On-Site CPE Replacement SLA does not apply to MNE AnyConnect Service, MNE vMX Service, or ENE Virtual Machine Service, and (iii) MNE Teleworker and MNE sensor replacement CPE will be shipped via overnight courier within 24 hours of Spectrum’s determination that CPE needs to be replaced.

IV. Mean Time to Restore (“MTTR”)

The ENE Service has a Mean Time to Restore (MTTR) target of four hours to restore Service in the event of a Service failure not associated with the respective access service. Notwithstanding anything to the contrary herein, the MTTR SLA does not apply to MNE sensors, MNE Teleworker or MNE AnyConnect Services.

MTTR per calendar month is calculated as follows:

$\frac{\text{Total cumulative length of time to restore Network Edge Services}}{\text{Total number of trouble tickets per Network Edge Service}}$

MTTR	Target
Mean Time to Restore is the average time it takes to restore the Network Edge Service.	4 Hours

V. Proactive Outage Notification

The ENE Service provides proactive monitoring for the individual CPE devices that are deployed within a Service location. If a Service Disruption arises with respect to an individual Network Edge Service, Spectrum will assess the situation and if necessary will open a trouble ticket and will notify the Customer’s designated technical contact via email. If Spectrum fails to notify Customer (e.g. via email) of a Service Disruption, then Customer will qualify for a credit which is a percentage of the MRC. Proactive notifications are delayed when SNMP is not enabled on client provided access circuits, and in that circumstance Customer shall not be eligible for a credit. Notwithstanding anything to the contrary herein, the SLA in this section does not apply to MNE Teleworker or MNE AnyConnect Services.

Credits for Proactive Outage Notification are as follows:

Proactive Outage Notification SLA	Credit Amount
Once a Service Disruption has been identified by Spectrum, Customer will be notified by email within 15 minutes	10% of the MRC

VI. Incident Response

Spectrum monitors the availability and health of the Network Edge Service CPE devices deployed to Service Locations. In the event of an unplanned incident that results in a Service Disruption, Spectrum will assess the situation and if necessary open a trouble ticket on Customer’s behalf to resolve the issue. Customer will be notified via email of the incident and will prioritize based the criteria specified below.

Incident Response Criteria for Network Edge Services:

Incident Severity	Definition	Notification Target
High	An incident in which one or many Network Edge Service CPE devices are unreachable and may affect the overall performance of the network.	Within 15 minutes
Medium	An incident in which the Network Edge Service CPE are reporting degraded performance. An example of this type of incident would be packet loss errors on the network.	Within 20 minutes
Low	An incident where sensors or other individual Network Edge Service CPE is affected and having a minimal impact to the overall network.	Within 30 minutes

VII. Configuration Change Requests

The ENE Service offers a configuration change request acknowledgement target and configuration change target. The targets are only available for non-Service Disruption configuration changes submitted by an authorized Customer contact. Configuration change requests can be submitted by contacting the Spectrum NOC or via the Spectrum web portal 365x24x7.

Configuration Change Request Acknowledgement Target:

Spectrum will use commercially reasonable efforts to acknowledge a Customer submitted service configuration change request within two (2) hours of receiving the request via the Spectrum web portal.

Configuration Change Target:

For configuration changes, Spectrum has a target completion timeframe of within twenty-four (24) hours following Spectrum's acknowledgment of the properly submitted configuration change request. However, some configuration changes may require additional investigation and collaboration, for which a completion timeframe of greater than twenty-four (24) hours may be required.

VIII. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

IX. Remedies

Service Credits:

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

SLA targets set forth herein that do not have corresponding financial credits are pursued by Spectrum as service level objectives on a commercially reasonable efforts basis, and no financial consequences or liability shall accrue to Spectrum for missing such SLA targets.

Customer may request only one credit per SLA herein per month for the Affected Service. Additionally, should one event impact more than one Network Edge Service hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum sole and exclusive liability, with respect to any missed SLA targets. Service Credits hereunder shall not be cumulative per Service.

Spectrum Business

Service Level Agreement for Enterprise Services: Secure Dedicated Fiber Internet

This Service Level Agreement (“SLA”) for Spectrum Business (“Spectrum”) Secure Dedicated Fiber Internet (referred to herein as “SDFI” or the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; Service Degradation to the point where Customer is unable to use the Service; or A Service Disruption in which one or more Managed Devices are unreachable and affects the overall performance of the network. (each a “Priority 1 Outage”)
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, power or battery failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

“Managed Device” means all devices provided by Spectrum to provide the Service (i.e., the network interface device and edge device).

II. SLA Targets

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Delivery	On-Time Provisioning	On-Site Managed Device Repair or Replacement	Proactive Outage Notification	Configuration Change Request Acknowledgement and Completion
End to End: 100%	Priority 1 Outages: within 4 hours	≤ 35ms	≤ 1ms	≥ 99.99%	Agreed upon Service activation date	4 Hours	Priority 1 Outages: within 15 minutes	Acknowledgement of Service Configuration Change Request – 2 hours Service Configuration Completion – 24 hours

SLA Targets are measured from Customer's Service Location to the location where Spectrum has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected SDFI circuit or Service (the "Affected Service"). Additional detail and conditions regarding the SLA Targets are set forth below.

III. SLA Calculations

1. Service Availability

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

Service Availability per calendar month is calculated as follows:

Service Availability = $\frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$
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2. Mean Time to Restore ("MTTR")

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time to Restore = $\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) =	$\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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4. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption) and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter/Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	$\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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5. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) =	$\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100$
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6. On-Time Provisioning

The On-Time Provisioning SLA target measures on-time achievement of Spectrum-committed scheduled activation of a new Service. Scheduled activation date is established following completion of all needed site surveys, pre-wiring steps and confirmation of equipment and technician availability. When multiple Services are ordered at a Customer location there may be individual activation dates established for each Service. If the agreed upon Service activation date is missed due to Spectrum’s failure, Customer will be eligible for a Service Credit.

7. On-Site Managed Device Repair or Replacement

The Service offers an on-site Managed Device repair or replacement SLA target. In the event of a Service Disruption caused by a faulty or defective Managed Device, Spectrum’s target to repair or replace such Managed Device is within four (4) hours after the determination has been made by Spectrum that the issue is Manage Device related. Customer must contact Enterprise Technical Support to open a trouble ticket and then Spectrum will determine if the Managed Device is the source of the Service Disruption. Notwithstanding anything to the contrary herein, Hawaii locations will be excluded from the on-site Managed Device replacement SLA.

8. Proactive Outage Notification

Spectrum provides proactive monitoring of the Service. If a Service Disruption arises Spectrum will assess the situation, and if necessary, open a trouble ticket and notify the Customer’s designated technical contact via email. If Spectrum fails to notify Customer of a Priority 1 Outage within 15 minutes after a Service Disruption has been identified by Spectrum, then Customer will qualify for a credit which is a percentage of the MRC. Proactive notifications are delayed when Simple Network Management Protocol (“SNMP”) is not enabled on Customer-provided access circuits, and in that circumstance, Customer shall not be eligible for a credit.

Incident Severity	Notification Target
Priority 1	Within 15 minutes
Priority 2	Within 20 minutes
Priority 3	Within 30 minutes

9. Configuration Change Requests

The Service offers a configuration change request acknowledgement target and configuration change target. The targets are only available for non-Service Disruption configuration changes submitted by an authorized Customer contact. Configuration change requests can be submitted by contacting the Spectrum Network Operations Center or via the Spectrum web portal 365x24x7.

Configuration Change Request Acknowledgement Target:

Spectrum will use commercially reasonable efforts to acknowledge a Customer submitted Service configuration change request within two (2) hours of receiving the request via the Spectrum web portal.

Configuration Change Target:

For configuration changes, Spectrum has a target completion timeframe of within twenty-four (24) hours following Spectrum's acknowledgment of the properly submitted configuration change request. However, some configuration changes may require additional investigation and collaboration, for which a completion timeframe of greater than twenty-four (24) hours may be required.

IV. Remedies

1. Service Credits

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

Service Availability Credits		
Downtime		Service Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100% of MRC

Mean Time To Restore ("MTTR") Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit	On-Time Provisioning Credit	Proactive Outage Notification Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC	50% of the non-recurring charge ("NRC") for standard installation*	10% of MRC
MTTR ≥ 8 hours	50% of MRC					

* Credit does not apply to Demarc Wiring installation, Inside Wiring installation, and non-standard NRC Service installation charges (e.g., construction and access charges).

SLA targets herein that do not have corresponding financial credits are pursued by Spectrum as service level objectives on a commercially reasonable efforts basis, and no financial consequences or liability shall accrue to Spectrum for missing such SLA targets.

All SLA Targets are monthly measurements, and Customer may request only one credit, as applicable, per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

Spectrum Business

Service Level Agreement for Enterprise Services: Fiber Connect Plus

This Service Level Agreement (“SLA”) for fiber-based Spectrum Business (“Spectrum”) Fiber Connect Plus (“FC+”) service (the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Business Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Service (“SLA Targets”) are set forth in the tables below. Capitalized words used, but not defined herein, shall have the meanings assigned to them in the Service Agreement.

I. Priority Classifications and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service (Each a “Priority 1 Outage”)
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service
Priority 3	<ul style="list-style-type: none"> A service issue that does not impact the Service; or A single non-specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of the Spectrum network to transmit video traffic on the Customer’s dedicated access port at the Customer’s Service Location. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service issues resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) changes to the Service permitted by the Service Agreement, (vii) Customer does not release the Service for testing, and (viii) Force Majeure Events.

II. SLA Targets for FC+ Service

Service Availability	Mean Time To Restore (“MTTR”)
End to End: 99.99%	Priority 1 Outages within 4 hours

The Service Availability target in the table above is based on availability of the Service at the Customer’s dedicated access port at the Customer’s Service Location.

Any applicable credits are issued only for the affected Service.

III. SLA Calculations

1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in a calendar month, and expressed as a percentage.

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

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

Service Availability per calendar month is calculated as follows:

$\text{Service Availability} = \frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$
--

2. Mean Time to Restore (“MTTR”)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured each calendar month as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore the Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

$\text{Mean Time to Restore} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$

IV. Remedies

1. Service Credits

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

Service Availability Credit	Mean Time To Restore (“MTTR”) Credits	
25%	> 4 hours ≤ 8 hours	25%
	> 8 hours	30%

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

2. Chronic Priority 1 Outages

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

SCHEDULE F – SPECTRUM ENTERPRISE PRICE ATTACHMENT

SPECTRUM PRICE ATTACHMENT to Contract No. 071B2200066

This Spectrum Business Price Attachment (“Attachment”) is incorporated into and made a part of Contract No. 071B2200066 entered into by and between Charter Communications Operating, LLC on behalf of its operating subsidiaries providing the Services (“Spectrum”) and the State of Michigan (“State”) dated December 9, 2011, as amended from time to time including on September 26, 2025 (collectively, the “Service Agreement”). This Attachment shall be effective as of the Effective Date of the Service Agreement. The Attachment will be valid for 48 months starting on the Effective Date (“Pricing Term”). Unless specifically set forth herein, capitalized terms shall have that meaning set forth for them in the Agreement.

1. Pricing set forth herein shall be available to Service Orders placed by the State for Services ordered on or after the Effective Date of this Attachment. Furthermore, Service Locations that require construction or that are “off-net” (i.e., outside of Spectrum’s service area or require a third-party service provider to connect to the Spectrum network) may be subject to higher monthly recurring charges (“MRCs”) or higher one-time charges (“OTCs”). Spectrum’s pricing does not include all possible costs and charges that may arise during the Order Term such as usage-based charges or other OTCs that may be applicable in accordance with the Agreement. Any charges or fees that are not set forth on the Rate Card, or elsewhere in the Contract, must be presented and agreed to in accordance with the Change Notice procedures of the Contract.
2. Available Services / Service types / Bandwidths may vary by location.
3. Notwithstanding anything herein to the contrary, pricing for Bulk Video and Business Video Services shall only be valid for 12 months starting on the Effective Date (“Video Pricing Term”). This shall not affect the Pricing Term. If, after the expiration of the Pricing Term or the Video Pricing Term as applicable, Spectrum intends to increase pricing it will submit a Change Notice for consideration by the State 60 days prior to any such price increase.
4. Pricing shall apply based on selected Service and Order Term.
5. Except as explicitly stated herein, rates provided are exclusive of taxes, fees and surcharges, which, if applicable, are billed in addition to the MRCs and OTCs. If the State requires rates inclusive of taxes, fees and surcharges, please contact your account manager for a quote.

Bulk Video (≥ 20 outlets)

Fiber Connect Plus	
Fiber Connect Plus Bulk Video Products - 20 outlets or greater	
Programming Bundle	MRC
Fiber Connect Plus – Remote Phy / IP Handoff	12-Months
Deluxe + Sports	\$10.50

Fiber Connect Plus Service Charge	
MRC Per Room/Outlet	75-199
12-Month Term	\$2.50

Fiber Connect Plus Installation and Upgrade Fees (OTCs)	
Installation (per property)	\$500.00

Business Video (< 20 outlets)

SBPP - Video	
Product	Month-to-Month
	MRC
Business TV	\$50.00
TV Premier	\$100.00
HD Receiver	\$17.50 each
Broadcast TV Surcharge ¹	\$28.00

1. Broadcast TV Surcharge is a passthrough charge and subject to change with 30 days’ notice.

Business Internet

SBPP Internet ONLY Pricing				
Tier	Bandwidth (Market Type) ¹		New Single/Only	Sidegrade to Rack
			Acquisition	Rack
	Standard Market	Upgraded Market	Months 1-12	
Internet Premier	500 Mbps x 20 Mbps	500 Mbps x 500 Mbps	\$65.00	\$130.00
Internet Ultra	750 Mbps x 35 Mbps	750 Mbps x 750 Mbps	\$95.00	\$160.00
Internet Gig	1 Gbps x 50 Mbps	1 Gbps x 1 Gbps	\$115.00	\$180.00

1. Bandwidth subject to change from Standard to Upgraded as Network Evolution upgrades are completed.

SBPP Internet BUNDLE Pricing				
Tier	Bandwidth (Market Type) ¹		New Bundle	Sidegrade to Rack
			Acquisition	Rack
	Standard Market	Upgraded Market	Months 1-12	
Internet Premier	500 Mbps x 20 Mbps	500 Mbps x 500 Mbps	\$50.00	\$130.00
Internet Ultra	750 Mbps x 35 Mbps	750 Mbps x 750 Mbps	\$80.00	\$160.00
Internet Gig	1 Gbps x 50 Mbps	1 Gbps x 1 Gbps	\$100.00	\$180.00

1. Bandwidth subject to change from Standard to Upgraded as Network Evolution upgrades are completed.

Data WiFi Ancillary Products	
Product	Price
Business WiFi	\$10.00/mo
Business WiFi with Internet Gig	\$0.00/mo

Business Video / Internet OTC	
Product	Price
Installation (per property)	\$99.00

Enterprise Internet

Enterprise Internet (EI)				
Bandwidth (Market Type) ¹		MRC		
Standard	Upgraded	1 Year	3 Year	5 Year
100 Mbps x 20 Mbps	100 Mbps x 100 Mbps	\$127.50	\$85	\$68
500 Mbps x 35 Mbps	500 Mbps x 500 Mbps	\$170	\$135	\$100
1 Gbps x 50 Mbps	1 Gbps x 1 Gbps	\$225	\$185	\$150
OTC		\$100 per circuit		

1. Bandwidth subject to change from Standard to Upgraded as Network Evolution upgrades are completed.

Enterprise Internet (EI) Static IP	
Static IP	MRC
1	\$20
5	\$30
13	\$40

Dedicated Fiber Internet

Dedicated Fiber Internet (DFI)		
Bandwidth	MRC	
	3 Year	5 Year
30 Mbps	\$340.00	\$297.50
50 Mbps	\$467.50	\$403.75
100 Mbps	\$552.50	\$467.50
200 Mbps	\$765.00	\$658.75
500 Mbps	\$935.00	\$807.50
1 Gbps	\$1,105.00	\$935.00
2 Gbps	\$1,360.00	\$1,147.50

5 Gbps	\$1,870.00	\$1,593.75
10 Gbps	\$2,550.00	\$2,103.75
DFI Static IP		
OTC	\$250	

DFI Static IP	
Static IP Quantity	MRC
1 Static IP	\$20
5 Static IP	\$35
13 Static IP	\$50
29 Static IP	\$80

Secure Dedicated Fiber Internet

Secure Dedicated Fiber Internet (SDFI)			
Bandwidth	MRC		OTC
	3 Year	5 Year	
30 Mbps	\$375	\$325	\$250
50 Mbps	\$475	\$425	
100 Mbps	\$550	\$475	
200 Mbps	\$750	\$650	
500 Mbps	\$975	\$850	
1 Gbps	\$1,300	\$1,150	
2 Gbps	\$1,675	\$1,450	
5 Gbps	TBD		\$500

Cloud Connect

Cloud Connect/Cloud Connect Bandwidth/Cloud Connect VLAN Bandwidth		
Bandwidth	MRC	
	3 Year	5 Year
50 MB	\$340	\$310
100 MB	\$410	\$370
200 MB	\$480	\$430
500 MB	\$600	\$540
1 GB	\$782	\$705.50
2 GB	\$952	\$858.50
5 GB	\$1,360	\$1,224
10 GB	\$1,700	\$1,530
OTC		
	\$250	

DDoS

DDoS Protection Service		
Service	MRC	
	3 Year	5 Year
≤ 100M	\$255	\$170
101-500M	\$382.50	\$340
501M - 1Gbps	\$722.50	\$595
2 Gbps	\$977.50	\$850
5 Gbps	\$1,360	\$1,190
10 Gbps	\$2,040	\$1,742.50
OTC		
	\$250	

Secure Access

Secure Access with Cisco Duo		
License Type	MRC	
	3 Year	5 Year
Secure Access with Cisco Duo Essentials	\$3	\$3
Secure Access with Cisco Duo Advantage	\$6	\$6
Secure Access with Cisco Duo Premier	\$9	\$9
OTC	\$250	

Professional Service Options		
Service Option	OTC	
Quick Start	\$2,250	
Design Services	TBD	
Advanced Service Option	MRC	
Advanced Support	3 Year	5 Year
	\$750	\$750

Cloud Security

Cloud Security with Cisco+ Secure Connect		
License Type	MRC	
	3 Year	5 Year
Cloud Security with Cisco+ Secure Connect Essentials	\$7	\$7
Cloud Security with Cisco+ Secure Connect Advantage	\$14	\$14
OTC	\$250	

Managed Network Services

Managed Network Edge (MNE)			
Bandwidth	MRC		OTC
	3 Year	5 Year	
30 Mbps	\$102.00	\$93.50	\$250
50 Mbps	\$102.00	\$93.50	
100 Mbps	\$102.00	\$93.50	
200 Mbps	\$170.00	\$153.00	
500 Mbps	\$255.00	\$229.50	
1 Gbps	\$467.50	\$425.00	
2 Gbps	\$637.50	\$552.50	
5 Gbps	TBD		
10 Gbps			

Managed Network Edge - WiFi		
Wireless Access Point Options	MRC	
	3 Year	5 Year
General Purpose	\$32.30	\$25.50
General Purpose - Outdoors	\$59.50	\$48.45
High Performance - Outdoors	\$72.25	\$61.20
Secure General Purpose - Outdoors	\$72.25	\$61.20
OTC	\$250.00 per device	

Managed Network Edge - Switch		
Standard Switch	MRC	
	3 Year	5 Year
Managed Network Switch MS130-8P	\$76.50	\$63.75

Managed Network Switch MS130-24P	\$85.00	\$72.25
Managed Network Switch MS130-48P	\$144.50	\$131.75
Multi-Gig Capable		
Managed Network Switch MS-130-24X	\$157.25	\$125.80
Managed Network Switch MS-130-48X	\$221.00	\$199.75
Ruggedized Switch		
Managed Network Switch MS130R-8P	\$102.00	\$80.75
Managed Network Edge - Switch OTC		
OTC	\$250	

Managed Network Edge Camera¹		
Option	MRC	
	3 Year	5 Year
Narrow Angle	\$63.75	TBD
Wide Angle	\$63.75	TBD
360 Degree Indoor MV32	\$72.25	\$63.75
360 Degree Indoor MV33	\$80.75	\$72.25
360 Degree Outdoor MV93	\$80.75	\$72.25
MV63	\$68.00	\$59.50
MV63X	\$85.00	\$68.00
Varifocal MV72	\$80.75	\$72.25
Flex (MV2)	\$38.25	\$25.50
Long Range MV52	\$102.00	\$80.75
OTC		
OTC	\$250	

1. Camera Cloud Storage MRC applies per camera

Managed Network Edge - Teleworker		
Product	MRC	
	3 Year	5 Year
Teleworker	\$46.75	\$38.25
OTC		
	\$0.00 (Self install option only)	

Managed Network Edge - Remote Access (VPN Client)		
Product	MRC	
	3 Year	5 Year
AnyConnect Plus	\$0.35	\$0.35
OTC		
	\$0.00 self-install only supported	

Enterprise Network Edge

Enterprise Network Edge (ENE)			
Bandwidth	MRC		OTC
	3 Year	5 Year	
Enterprise Network Edge - 100 Mbps	\$102.00	\$93.50	\$250 per device
Enterprise Network Edge - 200 Mbps	\$170.00	\$153.00	
Enterprise Network Edge - 500 Mbps	\$225.00	\$229.50	
Enterprise Network Edge - 1 Gbps	\$467.50	\$425.00	
Enterprise Network Edge - 2 Gbps	\$637.60	\$552.50	
Enterprise Network Edge - 5 Gbps	\$1,164.50	\$1,049.75	
Enterprise Network Edge - 10 Gbps	TBD	TBD	\$300 per device

Enterprise Network Edge (ENE) - Switch		
Option	MRC	
	3 Year	5 Year
ENE Switch 8 Port	\$68.00	\$55.25
ENE Switch 8 Port PoE	\$76.50	\$63.75
ENE Switch 24 Port	\$85.00	\$72.25
ENE Switch 24 Port PoE	\$119.00	\$110.50
ENE Switch 48 Port	\$140.25	\$127.50
ENE Switch 48 Port PoE	\$212.50	\$191.25
OTC		
	\$250.00 per device	

Enterprise Network Edge (ENE) - Enterprise Network WiFi		
Option	MRC	
	3 Year	5 Year
Enterprise Network WiFi - 23X Indoor	\$34	\$25.50
Enterprise Network WiFi - 23X Outdoor	\$51	\$42.50
Enterprise Network WiFi - 43X Indoor	\$51	\$42.50
Enterprise Network WiFi - 43X Outdoor	\$63.75	\$55.25
Enterprise Network WiFi - 83X Indoor	\$63.75	\$55.25
OTC		
	\$250.00 per device	

Wireless Internet

Wireless Internet Unlimited Select		
Product		MRC
		36 Months
Data Plan	Unlimited Select	\$36.00

Wireless Device	Cradlepoint E100	\$22.50
Static IP		\$5.00
OTC		
OTC		\$250.00

Wireless Internet Unlimited Premium		
Product		MRC
		36 Months
Data Plan	Unlimited Premium	\$90.00
Wireless Device	Cradlepoint W1850	\$45.00
Static IP		\$5.00
OTC		
OTC		\$250.00

Ethernet

Ethernet Services: MRC per UNI (aka per site)		
Service Type: EPL		
All Performance Tiers: Metro, Regional, & National		
Bandwidth	MRC	
	3 Year	5 Year
Fiber		
50 Mbps	\$765	\$680
100 Mbps	\$935	\$850
200 Mbps	\$1,105	\$977.50
500 Mbps	\$1,360	\$1,232.50
1 Gbps	\$1,615	\$1,445
2 Gbps	\$1,955	\$1,785
5 Gbps	\$2,295	\$2,040

10 Gbps	\$2,890	\$2,635
OTC	\$250 per User Network Interface (UNI) aka per site	

Ethernet Services: MRC per UNI (aka per site)		
Service Type: EVPL & EP-LAN		
All Performance Tiers: Metro, Regional, & National		
Bandwidth	MRC	
	3 Year	5 Year
Fiber		
50 Mbps	\$382.50	\$340.00
100 Mbps	\$467.50	\$425.00
200 Mbps	\$552.50	\$488.75
500 Mbps	\$680.00	\$616.25
1 Gbps	\$807.50	\$722.50
2 Gbps	\$977.50	\$892.50
5 Gbps	\$1,147.50	\$1,020.00
10 Gbps	\$1,445.00	\$1,317.50
OTC	\$250 per User Network Interface (UNI) aka per site	



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 21
to
Contract Number 071B2200066

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	(616) 607-4382
	Angelica.Lopez-Hoag@Charter.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		(517) 331-4622	
		AdrianA1@michigan.gov	
	Contract Administrator	Mecca Martin	DTMB
(517) 230-5694			
MartinM42@michigan.gov			

CONTRACT SUMMARY

Commercial Broadband & Cable TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 9, 2016	4 Months	June 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	3 Months	September 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,605,000.00	\$0.00	\$4,605,000.00		

DESCRIPTION

Effective 6/27/2025, this contract is extended via Chapter 5.7.6 Useful Life Extension for 3-months. The revised expiration date is 9/30/2025.

Please note the Program Manager for the State has been updated to Ashley Adrian and the Contract Administrator to Mecca Martin.

Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/08/2020.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 20
to
Contract Number MA071B2200066C

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	(616) 607-4382
	Angelica.Lopez-Hoag@Charter.com
	CV0051137

STATE	Program Manager	Meghan Penny	DTMB
		517-282-1272	
		pennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
StempekL@Michigan.gov			

CONTRACT SUMMARY				
Commercial Broadband & Cable TV				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 9, 2011	December 8, 2016	4 - 12 Months	June 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,405,000.00	\$200,000.00	\$4,605,000.00		
DESCRIPTION				
Effective 2/14/2025, this contract hereby adds \$200,000.00 to cover services through the current expiration date of 6/30/2025.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **19**
to
Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	(616) 607- 4382
	Angelica.Lopez-Hoag@charter.com
	CV0051137

STATE	Program Manager	Meghan Penny	DTMB
		(517) 282-1272	
		PennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempekl@michigan.gov			

CONTRACT SUMMARY			
Commercial Broadband & Cable TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 12 Months	December 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>	June 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,405,000.00	\$0.00	\$4,405,000.00	
DESCRIPTION			
<p>Effective 12/30/2024, this contract is extended via Chapter 5.7.6 Useful Life Extension for 6-months. The revised expiration date is 6/30/2025. Additionally, please note the contractors name in contact information above.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/08/2020.</p>			



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **18**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@charter.com
	CV0051137

STATE	Program Manager	Meghan Penny	DTMB
		517-282-1272	
	pennyM2@michigan.gov		
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempek1@michigan.gov			

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	June 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>		December 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,405,000.00	\$0.00	\$4,405,000.00		

DESCRIPTION

Effective 4/30/2024 this contract is extended via Chapter 5.7.6 Useful Life Extension for 6-months. The revised expiration date is 12/30/2024.

Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 12/08/2020.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Meghan Penny	517-282-1272	PennyM2@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 17
 to
 Contract Number 071B2200066

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@charter.com
	CV0051137

STATE	Program Manager	Meghan Penny	DTMB
		517-282-1272	
	pennyM2@michigan.gov		
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
		stempek1@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	December 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>		June 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,405,000.00	\$0.00	\$4,405,000.00		

DESCRIPTION

Effective 12/15/2023 this contract is extended via Chapter 5.7.6 Useful Life Extension for 6-months. The revised expiration date is 6/30/2024.

Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 12/08/2020.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Meghan Penny	517-282-1272	PennyM2@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **16**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@charter.com
	CV0051137

STATE	Program Manager	Meghan Penny	DTMB
		517-282-1272	
	PennyM2@michigan.gov		
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempekl@michigan.gov			

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	December 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,105,000.00	\$300,000.00	\$4,405,000.00		

DESCRIPTION

Effective 8/22/2023, this contract is increased by \$300,000.00 to cover the Pcard spend through 12/30/2023. Please note, funds for Change Notices 13, 14, and 15 are covered per Ad Board approval on 8/22/2023.

Please note the Program Manager has been changed to Meghan Penny.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 8/22/2023.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Meghan Penny	517-282-1272	PennyM2@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **15**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@charter.com
	CV0051137

STATE	Program Manager	Whitnie Zuker	DTMB
		517-284-9231	
	zuckerw@michigan.gov		
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempekl@michigan.gov			

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	June 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 months	December 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,865,000.00	\$240,000.00	\$4,105,000.00		

DESCRIPTION

Effective 6/9/2023 this contract is hereby increased by \$240,000.00 to further support the extension that was executed in Change Notice 13. The revised expiration date is 12/30/2023.

Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 12/08/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **14**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@charter.com
	CV0051137

STATE	Program Manager	Whitnie Zuker	DTMB
		517-284-9231	
	zuckerw@michigan.gov		
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempekl@michigan.gov			

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	June 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,625,000.00	\$240,000.00	\$3,865,000.00		

DESCRIPTION

Effective 3/27/2023 this contract is hereby increased by \$240,000.00 to further support the extension that was executed in Change Notice 13.

Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 12/08/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **13**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@charter.com
	CV0051137

STATE	Program Manager	Whitnie Zuker	DTMB
		517-284-9231	
		zukerw@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	December 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 months	June 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,375,000.00	\$250,000.00	\$3,625,000.00		

DESCRIPTION

Effective 12/19/2022, this contract is hereby extended by 6 months via Chapter 5.7.6 Useful Life Extension, making the new expiration date 6/30/2023. This contract is also increased by \$250,000.00 to support the extension.

Please note the States Program Manager has been changed to Whitnie Zuker, and the Contract Administrator to Lauren Stempek. All other terms, conditions, specifications and pricing remain the same.

Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 12/08/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 12

to

Contract Number 071B2200066

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@charter.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	KeriAnn Trumble	DTMB
		(989) 259-2625	
		trumblek1@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	June 8, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 Months	December 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,375,000.00	\$0.00	\$3,375,000.00		

DESCRIPTION

Effective 6/3/22, this Contract is extended via Chapter 5.7.6 Useful Life Extension for 6 months. The revised expiration date is 12/31/2022. All other terms, conditions, specifications and pricing remain the same.

Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/08/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 11
 to
 Contract Number 071B2200066

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@chartercom.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	KeriAnn Trumble	DTMB
		(989) 259-2625	
		trumblek1@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	December 8, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 Months	June 8, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,375,000.00	\$0.00	\$3,375,000.00		

DESCRIPTION

Effective 12/02/2021, this Contract is extended via Chapter 5.7.6 Useful Life Extension for 6 months. The revised expiration date is 06/08/2022. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/08/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@chartercom.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	KeriAnn Trumble	DTMB
		(989) 259-2625	
		trumblek1@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	September 8, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	3 Months	December 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,375,000.00	\$0.00	\$3,375,000.00		

DESCRIPTION

Effective 9/3/2021, this Contract is extended via Chapter 5.7.6 Useful Life Extension for 3 months. The revised expiration date is 12/8/2021. Please note the Contract Administrator has been changed to KeriAnn Trumble.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/8/2020.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **9**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@chartercom.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
	AdrianA1@michigan.gov		
	Contract Administrator	Jordan Sherlock	DTMB
517-243-5556			
sherlockj@michigan.gov			

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	0 - 1 Year	April 9, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 Months	September 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,375,000.00	\$0.00	\$3,375,000.00		

DESCRIPTION

Effective April 9th, 2021, this contract is hereby extended via Chapter 5.7.6 Useful Life Extension for 5 months. The revised expiration date is September 8th, 2021.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/8/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@chartercom.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
	AdrianA1@michigan.gov		
	Contract Administrator	Jordan Sherlock	DTMB
sherlockj@michigan.gov			

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	February 8, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	60 days	April 9, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,375,000.00	\$0.00	\$3,375,000.00		

DESCRIPTION

Effective 02/03/2021, this contract is hereby extended via Chapter 5.7.6 Useful Life Extension for 60 days. The revised contract expiration date is 04/09/2021.
 All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval and State Administrative Board approval on 12/8/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B2200066

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@chartercom.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		(517) 243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	December 8, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

--

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	60 days	February 8, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,375,000.00	\$0.00	\$3,375,000.00		

DESCRIPTION

Effective 12/9/2020, this contract is hereby extended via Chapter 5.7.6 Useful Life Extension for 60 days. The revised contract expiration date is 02/08/2021.
 All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/8/2020.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@chartercom.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY				
COMMERCIAL BROADBAND & CABLE TV				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year		December 8, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 8, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,875,000.00	\$500,000.00	\$3,375,000.00		
DESCRIPTION				
Effective with mutual signature and State Administrative Board approval (1/14/2020) the contract is amended to add funding to the contract (\$500,000) to support operational service requests form multiple agencies. All other terms and conditions remain the same.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B2200066**

CONTRACTOR	CHARTER COMMUNICATIONS HOLDING COMPANY LLC
	1392 Trade Centre Drive
	Traverse City, MI 49696
	Angelica Lopez-Hoag
	616-607-4382
	angelica.lopez-hoag@chartercom.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY				
COMMERCIAL BROADBAND & CABLE TV				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 9, 2011	December 8, 2016	4 - 1 Year	December 8, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 8, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,875,000.00	\$0.00	\$2,875,000.00		
DESCRIPTION				
Effective with mutual signature the contact person has been changed to Angelica Lopez-Hoag 1392 Trade Centre Drive, Traverse City, Mi 49696 {616-607-4382} Angelica.Lopez-Hoag@charter.com. All other terms and conditions remain the same.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B2200066**

CONTRACTOR	Charter Communications
	12405 Powerscourt Dr.
	St. Louis, MO 63131
	Mark Seidel
	(216) 264-4707
	mark.seidel@charter.com
	CV0051137

STATE	Program Manager	Ashley Adrian	DTMB
		(517) 284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	Joshua Wilson	DTMB
		(517) 249-0444	
		wilsonj31@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 9, 2011	December 8, 2016	4 - 1 Year	December 7, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>	N/A	December 8, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,875,000.00	\$0.00	\$2,875,000.00		

DESCRIPTION

Effective December 8, 2018, this Contract is hereby exercising the two remaining one-year option renewals available on the Contract. The revised Contract expiration date is December 8, 2020.

Please also note the following:

- The Contract Administrator is hereby updated to Joshua Wilson (Article 2 - Terms and Conditions, Section 2.021 Issuing Office); and
- The Program Manager is hereby updated to Ashley Adrian (Article 2 - Terms and Conditions, Section 2.022 Contract Compliance Inspector).

All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement, and per DTMB Procurement approval.



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B2200066**

CONTRACTOR	Charter Communications
	12405 Powerscourt Dr.
	St. Louis, MO 63131
	Mark Seldel
	216-264-4707
	mark.seldel@chartercom.com

STATE	Program Manager	Jim Bowen	DTMB-IT
		517-241-9076	
		BowenJ@Michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 9, 2011	December 8, 2016	4 - 1 Year	December 7, 2018

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 7, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,875,000.00	\$0.00	\$2,875,000.00		

DESCRIPTION

Effective with mutual signature the contract is amended to add additional payment methods p card and old term Direct Voucher (MAIN) now called PRC (payment request commodity). All other terms and conditions remain the same.



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number 071B2200066

CONTRACTOR	Charter Communications
	12405 Powerscourt Dr.
	St. Louis, MO 63131
	Mark Seidel
	216-264-4707
	mark.seidel@charter.com
	*****4210

STATE	Program Manager	Jim Bowen	DTMB-IT
		517-241-9076	
		BowenJ@Michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 9, 2011	December 8, 2016	4 - 1 Year	December 7, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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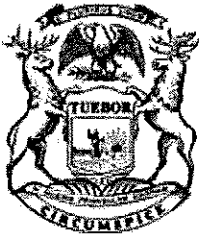
DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 months	<input type="checkbox"/>		December 7, 2018

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,875,000.00	\$0.00	\$2,875,000.00

DESCRIPTION

Effective with mutual signature the contract is amended to exercise a one year option to 12/7/2018. All other terms and conditions remain the same.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 071B2200066

CONTRACTOR	Charter Communications
	12405 Powerscourt Dr.
	St. Louis, MO 63131
	Todd Dalson
	989-671-5285
	todd.dalson@charter.com
*****4210	

STATE	Jim Bowen	DTMB-IT
	517-241-9076	
	BowenJ@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY

COMMERCIAL BROADBAND & CABLE TV			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 9, 2011	December 8, 2016	4 - 1 Year	December 8, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 7, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,875,000.00	\$0.00	\$2,875,000.00		

DESCRIPTION

Effective with mutual signature the 1 (one) year option is being exercised to 12/07/2017. All other terms and conditions remain the same.



April 14, 2017

Subject: Contract NO 071B2200066 between State of Michigan Department of Technology, Management and Budget ("State") and Charter Communications ("Charter")

To Michael Breen,

The current term of the Subject Contract expired December 8, 2016. However, Charter has continued to provide Services and the State has used Services on a continuing basis subject to the terms of the Contract. This letter is to notify you that Charter is agreeable to extending the Subject contract for an additional twelve (12) months through December 8, 2017.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Mark M. Seidel".

Mark M. Seidel
Sales Manager
Spectrum Enterprise

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 21, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200066
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Charter Communications Holding Company, LLC 12405 Powerscourt Dr St. Louis, MO 63131 Email: Chris.Hebert@chartercom.com	TELEPHONE Chris Hebert (989) 671-5285
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jim Bowen (517) 241-9076 Commercial Broadband, Cable TV and Basic Internet – Statewide	
CONTRACT PERIOD: 5 yrs. + 4 one-year options From: December 9, 2011 To: December 8, 2016	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO AUTHORIZED MiDEAL MEMBERS (www.michigan.gov/mideal).

The terms and conditions of this Contract are those of RFP-CM-07111300248, this Contract Agreement and the vendor's quote dated 9/12/2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

TOTAL ESTIMATED CONTRACT VALUE: \$2,875,000.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B2200066
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Charter Communications Holding Company, LLC 12405 Powerscourt Dr St. Louis, MO 63131 Email: Chris.Hebert@chartercom.com	TELEPHONE Chris Hebert (989) 671-5285 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jim Bowen (517) 241-9076 Commercial Broadband, Cable TV and Basic Internet – Statewide	
CONTRACT PERIOD: 5 yrs. + 4 one-year options From: December 9, 2011 To: December 8, 2016	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO AUTHORIZED MIDEAL MEMBERS (www.michigan.gov/mideal). The terms and conditions of this Contract are those of RFP-CM-07111300248, this Contract Agreement and the vendor's quote dated 9/12/2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$2,875,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP-CM-07111300248. Orders for delivery will be issued directly by State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR: Charter Communications Holding Company LLC <hr/> Firm Name <hr/> Authorized Agent Signature <hr/> Authorized Agent (Print or Type) <hr/> Date	FOR THE STATE: <hr/> Signature Jeff Brownlee, Chief Procurement Officer <hr/> Name/Title DTMB, Procurement <hr/> Division <hr/> Date
---	---



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Charter Communications
Contract No. 071B2200066
(Commercial Broadband & Cable TV)

Buyer Name: [Christine Mitchell](#)
Telephone Number: (517) 335-0462
E-Mail Address: mitchellc4@michigan.gov

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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Technology, Management and Budget (DTMB), issues this Contract to provide:

1. Commercial Broadband Services for operation of a Virtual Private Network (VPN).
2. Basic Internet Access service, and/or
3. Cable Television Services.

Contractor may provide Customer Premises Equipment (CPE), together with installation and management services, for demarcation network interface devices required for delivery of services. The State considers a broadband modem as a demarcation network interface device, but a phone, router or key system is not.

The requested services must be made available, to all State Agencies, MiDeal Partners, and State home office users. Any MiDeal participant will work directly with the Contractor for all service and billing related issues.

This Contract has a base contract period of five years, with four, one-year extensions possible. Renewal of the contract will be at the sole discretion of the State and will be based upon the acceptable performance of the selected Contractor(s) as determined by the State.

The information provided in this Contract is based on past usage, and may fluctuate in either direction. The State does not guarantee it will buy any specific item or any total amount. All contracts awarded shall have no minimum guarantees of any business.

This is not an exclusive contract. Where the State is unable to procure through this contract, or has an existing contract for purchase of the services or products, the State reserves the right to purchase services or products through other contracting vehicles.

1.002 BACKGROUND

DTMB was created in part to improve the management of information technology investments. Among other enumerated items, DTMB is leading State efforts to re-engineer the State's information technology infrastructure, and to coordinate development of a unified Executive Branch technology plan, with the goal of achieving the use of common technology across the Executive Branch.

The rapidly changing technology and the increasing availability of commercial broadband services have prompted the State to expand the use of these technologies to State Agencies and their increasingly mobile workforce. The State is seeking higher capacity data network services that are affordable, reliable, and secure.

1.003 State Standards

Vendors are advised that the State has standards and guidelines that have been developed over the years. Vendors are expected to follow these requirements.

Charter Communications understands and will comply.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html> and <http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the SOM must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any

change. The SOM's Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

Charter understands.

Enterprise IT Security Policy and Procedures:

http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html#1300INFSTDSPLNNG and <http://www.michigan.gov/cybersecurity>

The SOM's security environment includes:

- DTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecurID. (SOM Security Standard for external network access and high risk Web systems)

IT Strategic Plan:

<http://www.michigan.gov/itstrategicplan>

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

IT Enterprise Standard Products:

Specific products are identified as Enterprise IT standards for the SOM. All product standards are reviewed, at a minimum, every two years. The currently standard products are found at:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>.

The State Unified Information Technology Environment (SUITE):

Includes standards for Project Management Methodology (PMM) that must be followed:

<http://www.michigan.gov/suite/0,1607,7-245-46056---,00.html>

Industry standards:

1. Institute of Electrical and Electronics Engineers, Inc. (IEEE).
2. Building Industry Consulting Services International, Inc. (BICSI) Specifications.

Any proposed solutions that vary from these standards must be thoroughly explained and documented, including specific variance, potential cost savings, and specific project benefits of the variance.

Project Specific Acronyms/Definitions

CPE	Customer Premises Equipment
Demarcation point	Where the carrier network or network equipment ends and the customer network begins
DOCSIS	Data Over Cable Service Interface Specification
DSL	Digital Subscriber Loop Services
IPSec	IP Security: an encryption standard
ISDN	Integrated Services Digital Network
LAN	Local Area Network
LATA	Local Access and Transport Area: geographic boundary established at the breakup of AT&T to define the boundaries between local exchange and inter-exchange carriers
Inter-LATA	All calls originated and terminated in different LATA's
Intra-LATA	All calls originated and terminated in the same LATA
MAN	Metropolitan Area Network
MPLS	MultiProtocol Label Switching
MiDeal Partners	The Extended Purchasing Partners for the State of Michigan
MTTR	Mean Time To Repair
Reliable	Minimum 99.75% uptime per site

Secure	Meeting or exceeding State of Michigan data network security standards
VPN	Virtual Private Network
WAN	Wide Area Network

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

Contractor will provide the following, including all labor, materials, transportation, equipment and activities for selling, providing, supporting and maintaining the services:

1. Commercial Broadband Services as required for State Agencies.
2. Cable TV Services.
3. Parental controls on Cable TV Services.
4. Services for furnishing, installing, interfacing, operating, monitoring the services.
5. Maintenance and support.
6. Documentation to include service operation and repair manuals updated at least annually.
7. Optionally a managed VPN service.
8. Optionally providing Customer Premise Equipment (CPE) equipment, with price including delivery, installation, maintenance and support services.
9. Optional integration of voice, video, and data services.

1.102 OUT OF SCOPE

Reserved

1.103 ENVIRONMENT

Overview of Existing State Operating Environments

Information regarding the State's information technology architecture and standards may be found at:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html> and <http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>.

The physical interface to the CPE router will be 100meg Ethernet full duplex or fiber optic cable as needed for services requested.

The State has a very complex network. The network has different perimeter entry points, and an internal network made up of a large WAN, a large MAN, and 3 hosting centers located in the Lansing metropolitan area. The following describes the Network environment:

- **Vendor Extranet:** This zone allows vendors to connect to the State network via either point-to-point WAN circuits, or Gateway-to-Gateway VPN over the Internet. The State currently allows vendors to place their network equipment on our premises, or they can terminate their connection at our demarcation at an AT&T facility. This zone is separated from the State network with a firewall. This access is application only; remote control access is not allowed.
- **Local Government Extranet:** This zone allows local government entities access to applications on the State network. This is provided by the provisioning of separate WAN circuits on the State WAN cloud. This zone is separated from the State network with a firewall.
- **Lansing Metropolitan Area Network (LMAN):** This is the State's high-speed backbone network utilized by State employees to access State resources and Internet resources. The backbone is made up of redundant fiber links capable of transporting 10GBPS of traffic. Several State buildings, as well as the State's 3 hosting centers, are also connected to the backbone through a distribution layer network.
- **Agency Internet DMZ:** This zone is for public-facing server access to the Internet. This zone is firewall protected from the Internet, as well as from the LMAN. The state currently has Internet services provided by several ISPs to provide redundancy.

- **State WAN:** This is the remote office connectivity solution for the State. It is made up of a private network managed by AT&T. Connectivity of sites on the WAN are T1 and higher.
- **State Gateway-to-Gateway VPN:** This is an IPSEC VPN service offered by the State to allow remote State offices that do not require the availability/reliability of a dedicated State WAN circuit.
- **Client to Gateway VPN:** Since remote control access is not allowed over the vendor extranet, the State has developed this service as the approved method of access to manage State systems remotely. The service involves the use of the Internet, VPN-client software to provide the encryption over the Internet, and a 2-factor authentication method (SECURID).
- **State Data Communications Network** is composed of the Intranet, a secured, internal network, and an external, unsecured network, which is connected to the Internet. This network is comprised of necessary routing and switching hardware, software, wiring networks, connecting hub hardware, network management systems and the State firewall.
- **Intranet** is the secured, internal network inside the firewall. It includes the core Lansing Metropolitan Area Network (LMAN), a Wide Area Network (WAN) connecting out state locations, and agency local area networks, which are connected to either LMAN or WAN.
- **Unsecured network** is an optical fiber network in greater Lansing, outside the firewall. It radiates from a switched Ethernet hub and is connected to the worldwide Internet.
- **Intranet servers** conform to World Wide Web standards and are connected to the State Intranet, which is the secured, internal network segment located inside the firewall system.
- **Internet servers** conform to World Wide Web standards and are connected to the State unsecured network.

1.104 WORK AND DELIVERABLE

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

I. Provide Commercial Broadband Services to State agencies and MiDeal partners as requested.

A. State Standard Requirements

Contractor will comply with applicable State-developed standard requirements for information technology projects. Reference section 1.003 (State Standards).

Specific Technical and Business Requirements

1. For VPN, data traffic will be delivered to the State's VPN Gateway in the State's DMZ. Contractor will deliver the data traffic to the State's VPN Gateway in the State's DMZ.
2. Services and equipment must be compliant with all telecommunications industry standards including, at a minimum, Federal Communications Commission (FCC), Michigan Public Services Commission (MPSC), IEEE, and BICSI.
3. Commercial Broadband - The minimum downlink speed is 2Mb and the minimum uplink speed is 1Mb. The preferred minimum uplink is 2Mb. Charter Communications offered speed packages are listed in pricing.
4. Design diagrams for connections requiring Fiber Optic delivery of speeds of 2.0/2.0 mbps or greater will be made available on an individual case basis.
5. Charter Communications will supply a /30 with each modem device for Charter's use to monitor the modem and VPN device if selected. Additional IP blocks are available if requested for an additional fee.
6. Contractor will detail for each identified State site the:
 - a. Current data network capacity per location
 - b. Expansion capacity

- c. Capacity limits
- d. Cost of expansion
- e. CPE equipment required for each speed and/or type of service

The speed tier packages included in the Contract will be available at any State site that is determined to have High Speed Data service availability.

- 7. For services provided, Charter Communications currently complies and will continue to comply with FCC Part 76.
- 8. Consistent throughput - Contractor must provide sufficient capacity in the provider's backbone network facilities and equipment to insure consistent throughput.
 - a. **Charter Communications will monitor each modem device for the State and provide statistics upon request.**
- 9. Availability – Service will be available monthly with an uptime of greater than 99.75%.
 - a. **Contractor will monitor and provide for monthly reports on availability for review by the State. Charter Communications will monitor each modem device for the State and provide network availability statistics upon request.**
- 10. Low and consistent latency is required with minimal packet loss.
 - a. Latency must be less than or equal to 150 milliseconds.
 - b. Packet loss less than or equal to 0.4% per site.
 - c. Contractor will monitor and provide latency and packet loss reports monthly for review by the State upon request.

Charter Communications will comply with the requirements stated above however currently does not actively monitor coax connections on a consistent basis.

The Charter Business NOC proactively contacts fiber customers in the event of a “detected” outage. Currently the Charter Business NOC verifies the alarm is valid and then proactively calls the listed “customer contact”. Under normal operations, the CBNOG 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, these catastrophic outages do impact outbound communication with customers simply due to the massive volume.

It is expected in late 2011 to have both an auto-dialer and associated outbound email notifications in place to alert customers of service interruptions and provide updates during a catastrophic outage in a timely manner.

- 11. Maintenance and Support
 - a. For normal Agency business operations, Contractor will provide a Mean Time to Repair (MTTR) of 4 hours or less during the normal business hours of a location.
Charter Communications will comply with a 4 hour MTTR from the time a trouble ticket is entered through Charter Business 24 hr Contact Center at 1-800-314-7195 (coax) or 1-866-603-3199 (fiber).
 - b. For identified critical Agency business locations, for example, Michigan State Police posts will require MTTR of 4 hours on a 7x24x365 basis.

Charter Communications will comply with a 4 hour MTTR from the time a trouble ticket is entered through Charter Business 24 hr Contact Center at 1-800-314-7195 (coax) or 1-866-603-3199 (fiber).

Charter Communications has service locations in both the Upper and Lower Peninsulas of Michigan.

- c. A single point of contact must be available for the State trouble calls.

Charter Business 24hr Contact Center number 1-800-314-7195 (coax) or 1-866-603-3199 (fiber).

- d. **Charter Communications provides a toll free number to a 24/7 contact center which handles business only customers. The Contact Center is staffed to support all issues regarding coax services provided to the State of Michigan. The Contact Center dispatches qualified local Technicians upon Tier two escalations as required.**

Charter Business® (“Charter”) operates and maintains the Charter Business Network Operations Center (“CB NOC”), which is staffed 24 hours a day, 7 days a week, and 365 days a year to deal with fiber services. The CB NOC provides an escalation list to our customers and service partners to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying Service issue is resolved in the shortest possible time.

- 1. **Charter Communications does not offer an e-mail notification of problem reporting.**
- e. Contractor will provide effective procedures for problem resolution, including those related to customer-owned equipment.

In the event customer-owned equipment is causing a direct interference with Charter services being provided, Charter will make commercially reasonable efforts to assist the Customer as applicable.

- 1. Contractor will provide an escalation procedure for outages that exceed 4 hours.

Charter Communications will supply an escalation list including names, titles and phone numbers.

- f. Contractor will perform maintenance on Commercial Broadband Services equipment during the least intrusive times as determined by State site requirements and length and complexity of the maintenance.

- 12. Option – Customer Premises Equipment – Contractor may provide rental or purchase options for edge devices. If different equipment is required for different speed and/or service, these requirements must be identified. If State ownership of the edge devices impacts service commitments or problem resolution, these impacts must be described.

Charter Communications supplies all CPEs necessary to deliver service to the State and will retain ownership of such to ensure service levels and requirements are met.

- 13. Order Process and Installation

- a. Contractor must provide and identify a single point of contact for new orders.

Charter Communications will supply a list of the Account Team assigned to the State at time of RFP acceptance. The Account Team will consist of one

account manager supported by one major account coordinator, and one account coordinator for each of three Charter Key Market Areas across the state.

- b. Any services to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee.

Charter Communications will adopt this safe-guard into the ordering process developed for the State of Michigan.

- c. Commercial Broadband Services Orders will be placed through DTMB Telecommunications for their review, approval and coordination.

Charter Communications understands.

- d. Contractor must meet agreed upon order processing and installation times pursuant to Service Level Agreements (SLAs) for delivery time frames and network availability.

Charter Communications will institute a clear and simple order process. Charter will also install standard coax installations within 5 business days. Non-standard installations will be agreed upon on a case by case basis. Fiber based installations will be scheduled on a case by case basis with the typical, estimated installation timeframe of 60-120 days.

- e. **Charter Communications does not have an on-line system to track orders. The account team coordinators are available during normal business hours to call and request updates.**
- f. The State may cancel service by 30-day written notice to the Vendor via fax, email, or postal mail.

Charter Communications understands and will comply.

II. Cable Television Services

A. Specific Technical and Business Requirements

- 1. Contractor will provide basic Cable TV Services offerings.

Charter Communications will provide our Expanded Basic level of service to each site. Channel line-up may vary slightly from one area to another based on head-end channel availability. A copy of a typical channel line-up is attached to this document as Exhibit B.

- 2. Parental controls must be provided with the Cable TV Services and Pay-Per-View service must be blocked.

Charter Communications will comply with this requirement by placing one Digital Converter Box (DCT) at each location. Additional DCTs for additional televisions will be available at \$4/mth each.

- 3. Contractor must provide and install the drop wiring for each site necessary to provide services.
 - a. Wiring must be hung neatly in a State-approved location following State Standards.

- b. Contractor must supply all ancillary parts, cable ends, installation tools, wire, wire hangers, screws etc. for a complete turnkey distribution system.

Charter Communications understands and will comply.

4. Installation of all equipment shall meet current technical standards applicable to the cable industry and must be in accordance with the latest requirements of the National Electrical Code, EIA/TIA standards, state and local codes, ordinances and regulations of any other governing body having jurisdiction.

Charter Communications understands and will comply.

5. Maintenance and Support – Contractor will provide maintenance and support for the Cable TV services

Contractor shall respond to a service request for assistance within twenty-four (24) normal business hours.

Charter Communications understands and will comply.

6. Order Process and installation

Vendor must provide and identify a single point of contact for new orders.

See Commercial Broadband detail above.

7. Any services to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee.

See Commercial Broadband detail above.

8. The State may cancel service by 30-day written notice to the Vendor via fax, email, or postal mail.

Charter Communications understands and will comply.

III. Basic Internet Access Services

Consumer level access to the Internet from State agencies without VPN.

A. Specific Technical and Business Requirements

Requirements for Basic Internet Access Services are identical to those for Cable TV as listed above.

Charter Communications understands and will comply.

IV. Optional Managed Virtual Private Network Service

A. Specific Technical and Business Requirements

1. Contractor's managed VPN services must follow general industry definitions and standards.
2. Contractor will integrate all services with the State's current infrastructure.
3. The State presently manages the IPsec VPN services being used at broadband sites and provides the required remote site routers. VPN services are being used and managed by State personnel.
4. Cable data access services will be provided as part of the managed VPN services.
5. Contractor will provide all equipment and installation required for managed VPN services.

6. At some sites multiple (generally two) VPN connections will be required.
7. Contractor will provide maintenance and support for managed VPN services.
8. Pricing must be provided for basic cable data access services in addition to the optional managed VPN Services.
9. For this option Contractor will provide a head end peering presence in State-specified central office location(s) in the Greater Lansing area and/or other State-designated location(s).

V. Services

A. Project Plan

Within five (5) working days of the award of the Contract, the Contractor will work with the State to develop an agreed upon project plan of tasks and schedule, which may include:

1. Contractor's project organizational structure.
2. Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
3. The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
4. The Contractor agrees that the approved project plan shall become incorporated as part of the Contract and Scope of Services.
5. The project plan will serve as the State's measurement tool, outlining all tasks, their delivery dates, together with testing periods and implementation dates.

B. Invoice

1. Contractor will submit an accurate, single, bill for all sites where the Contractor is providing service by service type (i.e. Commercial Broadband Services and/or Cable TV Services).
2. The invoice must be inclusive of all services, whether provided by Contractor, another carrier or a subcontractor.
3. Contractor will prorate billing for services to the date of installation/disconnect.
4. The invoice must be available with paper and electronic detail of services provided for each site.
 - a. Electronic detail must be in an Excel spreadsheet format.
 - b. The billing process, billing period, and sample billing report will need to be provided in the bid response. Describe the billing correction, adjustment, resolution process and timing for billing corrections.
5. A single point of contact must be provided for all billing inquiries.
 - a. The contact must have knowledge of the State's services.

C. Location and Work Space

1. The Contractor will work out of their facility.
2. The State will not provide workspace for the Contractor except in the event required for services under the Contract.

D. Travel

1. No travel or expenses will be reimbursed, unless travel is required by the State and approved in advance by the State's Project Manager.

E. Documentation

1. Contractor will provide service operation and repair manuals updated at least annually.

F. Maintenance and Support

1. The Contractor will provide support to address any problems with services and equipment, during the Agency specified business hours.

2. All maintenance will be performed by qualified personnel.
3. The Contractor will provide backup maintenance resources.
4. The Contractor will provide for escalation of maintenance issues to ensure critical issues are resolved.
5. The Contractor shall respond to the telephone requests for maintenance service, within four hours, for calls made at any time.

Charter Communications provides a toll free number to a 24/7 contact center which handles business only customers. The Contact Center is staffed to support all issues regarding coax services provided to the State of Michigan. The Contact Center dispatches qualified local Technicians upon Tier two escalations as required.

Charter Business® (“Charter”) operates and maintains the Charter Business Network Operations Center (“CB NOC”), which is staffed 24 hours a day, 7 days a week, and 365 days a year to deal with fiber services. The CB NOC provides an escalation list to our customers and service partners to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying Service issue is resolved in the shortest possible time.

G. Service Levels

Service Level	Service Credit for Non-Compliance
<p>Point of Sale Data Services – end-to-end uptime based on SNMP monitoring, associated CPE uptime; full time proactive monitoring uptime with automated initiation of all repairs, shall meet or exceed 99.75% during site business hours.</p> <p>Charter Communications will monitor each modem device for the State and provide Network availability statistics upon request.</p>	<p>Credit of 5% of the monthly pricing for first hour of sub-par service level, with increase of 1% per hour for all subsequent hours/month of sub-par service level</p>
<p>Mean Time to Repair of 4 hours measured by the total number of outage minutes divided by the total number of outage occurrences measured and reported monthly.</p> <p>Charter Communications will comply with a 4 hour MTTR from the time a trouble ticket is entered through Charter Business 24 hr Contact Center at 1-800-314-7195.</p> <p>Charter shall not be responsible for MTTR measurement for Service Interruptions that are (a) caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, and/or (b) caused by Customer-provided equipment or facilities beyond the demarcation point, and/or (c) due to scheduled maintenance, Additionally, any period of time for which Charter is not granted access, if necessary, to the applicable Customer Service Location to address a Service Interruption shall not be counted against the MTTR measurement.</p>	<p>If the objective is missed more than 3 times in a year, a credit of 1% of the annual cost of the contract will be made by Vendor.</p>
<p>Installation date – The Vendor must meet the agreed upon installation date for a site. Exceptions are force majeure or causes beyond the reasonable control of the Vendor.</p> <p>Charter Communications will institute a clear and simple order process. Charter will also install standard coax installations within 5 business days.</p> <p>Non-standard installations will be agreed upon on a case by case basis. Fiber based installations will be scheduled on a case by case basis with the typical installation timeframe of 60-90 days.</p>	<p>If the installation date is not met, the Vendor will credit 100% of the installation charges for the site.</p>
<p>Latency and Packet Loss – Vendor must measure latency and packet loss monthly to meet the objectives of average latency not greater than 150 milliseconds and average packet loss not greater than 0.4%. Exceptions are force majeure and other circumstances beyond the control of the Vendor or scheduled service maintenance.</p> <p>Charter Communications will comply with the requirements stated above however currently does not actively monitor on a</p>	<p>For any month the objective is not met, the State will receive a credit equal to 1/30th of the monthly recurring charges for the services.</p>

consistent basis.

1.2 Roles and Responsibilities

1.201 VENDOR STAFF, ROLES, AND RESPONSIBILITIES

The Vendor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. The Vendor will identify the functions to be performed by identified individuals, and identify the location of the office to which they report.

The Vendor must have a dedicated account team with experience in the industry. The Vendor will identify a Contract Administrator. The duties of the Contract Administrator shall include, but not be limited to: i) supporting the management of the Contract, ii) facilitating dispute resolution, and iii) advising the State of performance under the terms and conditions of the Contract. The State reserves the right to require a change in the current Contract Administrator if the assigned Contract Administrator is not, in the opinion of the State, adequately serving the needs of the State.

- The Contract Administrator shall be identified as a Key Personnel subject to the State’s interview and approval.
- The Contractor shall assign a Customer Service Manager – order and billing management, monthly reports, and performance metrics
- The duties of the Customer Service Manager shall include, but not be limited to: i) overall account management, ii) management of order and billing process, and iii) facilitating SLA compliance including providing monthly performance metrics and reports. The State reserves the right to require a change in the current Customer Service Manager if the assigned Customer Service Manager is not, in the opinion of the State, adequately serving the needs of the State.
- The Customer Service Manager shall be identified as a Key Personnel subject to the State’s interview and approval.
- The Contract will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

State Project Team

Contract Compliance Manager

DTMB will assign a Contract Compliance Manager who will be responsible for the SOM’s infrastructure and coordinate with the Contractor in determining the system configuration.

The SOM's Contract Compliance Manager will provide the following services:

- Coordinate the SOM resources necessary for the project.
- Provide acceptance and sign-off of deliverable/milestone and invoices.
- Collect information necessary to monitor Contractors performance against SLA requirements.
- Attend periodic meetings to review Contractor deliverables and metrics.
- Facilitate coordination between various external contractors.
- Facilitate communication between different SOM departments/divisions.
- Escalate outstanding/high priority issues.
- Utilize change control procedures and resolve project related issues.
- Conduct regular and ongoing reviews of the project to confirm that it meets original objectives and requirements.
- Document and archive all important project decisions.
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.
- Interface with Local Agencies to resolve delivery and change control issues.

Name	Agency/Division	Title	Phone/e-mail
Jim Bowen	DTMB Telecommunications Planning	Wide Area Network (WAN) Transmission Planning Specialist	(517) 241-9076 bowenj@michigan.gov

DTMB Contract Administrator

DTMB will assign a Contract Administrator who will manage post contractual activities which include but are not limited to:

- Negotiating or clarifying contractual provisions.
- Approving amendments to or extensions of the Contract.
- Participating in scheduled reviews of Contract milestones and deliverables.
- Resolving Contract issues between the SOM and Contractor.
- Verifying that all contractual activities are complete prior to contract close out.

Name	Agency/Division	Title	Phone/e-mail
Christine Mitchell	DTMB	Contract Administrator	(517) 335-0462 mitchellc4@michigan.gov

1.203 OTHER ROLES AND RESPONSIBILITIES

1.3 Project Progress

1.301 PROJECT START UP & REVIEW

A. Orientation Meeting

- a. Within fifteen (15) business days from execution of the Contract, the Vendor may be required to attend an orientation meeting to discuss the content and procedures of the Contract.
- b. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Vendor.
- c. The State shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

B. Performance Review Meetings

- a. DTMB will require the Contractor to attend periodic meetings to review their performance under the Contract.
- b. The meetings will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Vendor.
- c. The State shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

1.302 REPORTS

Contractor will provide:

1. Monthly Status Report that correlates to the invoiced amount.
 - a. The Status Report will briefly describe the services, billing, and order activity during the status period.
 - b. Monthly Spend by service type and invoice line item
 - c. Monthly Spend by agency and in total for the State
2. Monthly report of Service Level Metrics
 - a. Issues and concerns affecting specific deliverables and the schedule or any other aspect of the project.)
3. Monthly report of all trouble/problem and escalation/resolution (Mean Time to Repair (MTTR))

Report formats will be agreed upon between the State and Contractor.

1.4 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Program Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Vendor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Charter Communications understands & will comply as part of Charter Communications Trouble Ticket System.

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the Contract. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy.

1.403 CHANGE MANAGEMENT

Contract change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract. (See Terms and Conditions, Article 2 and Attachment F Change Management Process for networks)

Vendors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB Purchasing Operations risk non-payment for the out-of-scope/pricing products and/or services.

1.5 Acceptance

1.501 CRITERIA

Upon installation, the Contractor and State will conduct tests to ensure that the equipment and services operate in substantial conformance with the requirements of this RFP for a period of 45 days after installation. All costs associated with testing must be included in Contract price schedule for associated services.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of all delivery of equipment, completion of all tasks in the project plan as approved, delivery of services, and the certification by the State that the deliverables meet the defined requirements.

1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

A. Commercial Broadband Service.

Pricing detail for Commercial Broadband Services, including both one-time and recurring charges are identified in Attachment C. Equipment and managed service costs are separately identified. Pricing is provided for an unmanaged service.

Any managed service proposals are optional. Uplink and downlink speed combinations available are shown and priced.

A service area map (Attachment A) for any/all regions is included in this Contract. A pricing and coverage table is included for each region available for Commercial Broadband Services.

A contract pricing spreadsheet is also included which shows Contractor pricing for all covered service areas regionally by county and city for all Commercial Broadband Services. The pricing in the contract pricing spreadsheet must match the cost model example (Attachment C) pricing provided for evaluation.

Additional pricing spreadsheets are included for higher speeds or other alternatives that the Contract has offered. A description and benefits of alternatives accompanies each additional spreadsheet to aid the State in selecting the best alternative. These alternative services are provided regionally and pricing entered in the spread sheet by county and city. A service area map (Attachment A) is provided for any/all regions included in this Contract for alternative services if offered.

B. Cable TV Services

Monthly pricing detail for Cable TV Services must be provided in printed copy and in Excel spread sheet format. All one-time and recurring charges are identified. Cable TV Services pricing in addition to the basic Cable Service are included in the spreadsheet as add-on pricing. See table in Article 1 Attachment D.

A service area map (Attachment A) is included for any/all regions included in this Contract. The Contract pricing for basic cable services for each region available for Cable TV Services is included in Attachment D. Prices for multiple connections for service, converters, installation, and programming are also identified.

The pricing spread sheet shows pricing regionally by county and city the Contractor proposes for providing Cable TV Services (see Article 1 Attachment D for an example). The pricing in the contract pricing spreadsheet must match the cost model example (Attachment D) pricing provided for evaluation.

C. Basic Internet Services

Monthly pricing detail for Basic Internet Services must be provided in printed copy and in Excel spread sheet format. All one-time and recurring charges are identified. See the table in Article 1 Attachment E. A service area map (Attachment A) is included for any/all regions available for provision of basic cable services. Prices for multiple connections for service and installation are also identified.

A contract pricing spread sheet is provided which shows pricing regionally by county and city the Contractor proposes for providing Basic Internet Services (see Article 1 Attachment E for an example).

D. Payment

Electronic Payment Availability

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Vendor is required to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

1.7 *Additional Terms and Conditions Specific to this SOW*

1.701 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS SOW

1. The State has a goal of achieving higher participation by small, Michigan-based businesses in State-awarded contracts. Consideration may also be given to a Vendor with proactive practices for hiring and retaining underrepresented groups or who recruit to retain or increase the number of information technology professionals in Michigan. Additionally, pursuant to the Public Act 91 of 2005, the State affords an all-else-equal preference for businesses owned by qualified disabled veterans.

2. Added Value

- **Develops custom networking solutions**
- **Will tailor a solution to meet specific needs.**
- **Charter Communications® has obtained Metro Ethernet Forum (MEF) Certification, an organization committed to developing technical specifications and implementation agreements to promote interoperability and deployment of Carrier Ethernet worldwide.**

Charter Business owns and operates its own network:

- **Service can be provisioned and activated more quickly because facilities based provider with a single point of contact.**
- **Can manage that network down to the very last mile.**

Network design is different from that of traditional telecommunications companies:

- **Can provide a redundant path.**
- **If all locations are within the serviceable territory, Charter Business owns both the long-haul and local loops—offering this less expensively than the combined price of two separate local-loop companies and a long-haul company.**
- **Enough capacity to meet immediate requirements and include room for growth.**

Technology allows scalable service:

- **Fiber internet from 2Mbps up to 1Gbps and optical Ethernet from 10Mbps to 1Gbps.**
- **Can change bandwidth quickly and easily, usually without any additional construction or even a site visit.**
- **Utilize a single fiber connection for data, internet, voice communications and/or video, eliminating the need to maintain multiple networks or manage multiple vendors.**

3. *The State must be able to migrate to an improved level/type of service offered by the same provider, without early cancellation fees or penalties for the discontinued service.*

Charter Communications understands and will comply.

Article 2. Terms and Conditions

Charter agrees to the terms and conditions as stated in their RFP response as incorporated herein.

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of **five years** beginning December, 2011 through December, 2016). All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

Charter understands.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to **four additional one-year** periods.

Charter understands.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

Charter understands.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

Charter understands.

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

Charter understands.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

Charter understands.

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

Charter understands.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

Charter understands.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

Charter understands.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

Charter understands.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

Charter understands.

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations for the Telecommunications Division (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

[Christine Mitchell, CPPB](#)

Buyer Specialist

Purchasing Operations

Department of Technology, Management and Budget

Mason Bldg, 2nd Floor

PO Box 30026

Lansing, MI 48909

Email: mitchellc4@michigan.gov

Phone: (517) 335-0462

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

Jim Bowen

Wide Area Network Transmission Planning Specialist

DTMB Telecommunications Planning

608 W. Allegan

Lansing, MI 48933

Email: bowenj@michigan.gov

Phone: (517) 241-9076

Fax: 513 373-0303

2.023 PROJECT MANAGER

Reserved

Charter understands.

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.

- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

Change Requests for Individual Purchase Orders:

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 State subsequent to executing a Service Order for that site, are the sole financial responsibility of State. Charter shall notify State, in writing, of any additional One-Time Charges and/or adjustments to Monthly Service Fees associated with or applicable to such State change requests prior to making any such additions or modifications. State's failure to accept such additional charges within ten (10) days of receiving such notice shall be deemed a rejection by State of such charges. Should State not accept such additional charges in the specified time frame, Charter shall have no obligation to make the changes, modifications, etc. giving rise to such additional charges. Upon State's acceptance of changes, State shall be assessed such additional One-Time Charges and/or adjusted Monthly Service Fees beginning on the State's next and/or subsequent invoice(s).

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
State of Michigan
Purchasing Operations
Attention: Christine Mitchell
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Legal Department

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

Charter understands.

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

Charter understands.

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

Charter understands.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

Upon execution of an authorized Contract Change Notice by the Department of Technology, Management & Budget, Procurement; Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter.

2.030 General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

Charter understands.

2.032 CONTRACT DISTRIBUTION

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

Charter understands.

2.033 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

Charter understands.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

Acceptable Use Policy. State agrees to comply with the terms of Charter's Acceptable Use Policy ("AUP"), found at www.charter-business.com (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. State represents and warrants that State has read the AUP and agrees to be bound by its terms as they may from time to time be amended, revised, replaced, supplemented or otherwise changed. State expressly understands and agrees that the AUP may be updated or modified from time to time by Charter, with or without notice to State. Charter may discontinue or disconnect Services immediately for any violation of the Charter AUP with or without notice to State. In the event a modification of the AUP has an adverse and material effect on State's use of Service(s), State shall notify Charter in writing of such effect and if Charter does not resolve the issue within thirty (30) days of receipt of such notice, then State may terminate the affected Service(s) without liability upon thirty (30) days' written notice to Charter.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

Charter understands.

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

Charter requests that only that information required by law be disclosed.

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

Charter understands.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

Charter's pricing is fixed throughout the Initial Service Period subject to applicable taxes. A copy of the State's tax exemption document has been provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve State of its obligation to pay any applicable franchise fees in addition to any surcharges that may be imposed to the extent that they are identified and included in this Contract agreement.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

Charter understands.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

Charter understands.

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. The statement should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

Charter understands.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

Charter understands.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

Charter understands.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

Charter understands.

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

Charter understands.

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

Charter's pricing is fixed throughout the Initial Service Period subject to applicable taxes. A copy of the State's tax exemption document has been provided to Charter to certify tax-exempt status.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

Charter understands.

2.062 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, and resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

Charter understands.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

Charter understands.

2.064 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

Charter understands.

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

Charter understands.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

Charter understands.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables.

Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

Charter agrees, to be responsible for claims to the full extent that such arise directly from (1) Charter's failure to comply with applicable law, (2) physical damage to personal or real property caused by the negligent or willful misconduct of Charter, its employees or contractors, at the Site(s) during the installation or maintenance of the Equipment, and/or (3) third party claims that any of the Charter-owned or controlled equipment, facilities, and/or system used to deliver the Services infringes upon the intellectual property rights of such third party.

Charter understands.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

Charter understands.

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

Charter understands.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

Charter understands.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its

Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

Charter understands.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

Charter agrees to to flowdown to any subcontractor the confidentiality obligations between Charter and the State and instruct such subcontractor to make available to the State any records directly related to this Agreement. Charter also agrees to flowdown all Federal & State contract requirements as applicable.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

Charter understands.

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

Charter understands.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

Charter understands.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

Charter Communications performs criminal background checks for each new employee that performs work at customer sites. Charter confirms that none of the Charter employees that will perform work for State was found to be a registered sex offender at the time of hire. In the event extended background checks are required by the State, Charter agrees to evaluate each request and comply with all security laws as applicable.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

Charter agrees to comply with all federal and state laws and regulations pertaining to confidential information.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data. Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI

Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.

Charter represents that it is compliant with federal standards for the purpose of taking credit card payments from the State for Charter services.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

Charter understands.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

Charter understands.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions

of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

Charter understands.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

Charter understands.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

Charter understands.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

For a period of no less than three (3) years after final payment, Charter agrees to keep records and documents sufficient to verify Charter's compliance to the pricing, terms, and conditions, of this Agreement and the accuracy of any invoice issued by Charter under this agreement. State shall have the right to inspect, examine, reproduce and audit all such records and documents at State's cost, and Charter shall provide reasonable cooperation assistance with any audit conducted by the State or its authorized representative. Audits will be conducted upon thirty (30) days prior written notice to Charter, no more than once per year, and during Charter's normal business operations.

2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally

accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

For a period of no less than three (3) years after final payment, Charter agrees to keep records and documents sufficient to verify Charter's compliance to the pricing, terms, and conditions, of this Agreement and the accuracy of any invoice issued by Charter under this agreement. State shall have the right to inspect, examine, reproduce and audit all such records and documents at State's cost, and Charter shall provide reasonable cooperation assistance with any audit conducted by the State or its authorized representative. Audits will be conducted upon thirty (30) days prior written notice to Charter, no more than once per year, and during Charter's normal business operations.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

Charter understands.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

In the event Charter agrees with the audit results, Charter agrees to this provision. In the event Charter disagrees with the audit results, written documentation sufficient to support the position in question will be presented to the State auditor's for consideration and mutual agreement.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

In response to Section 2.121, WARRANTIES AND REPRESENTATIONS, Charter represents to the best of its knowledge, that Charter agrees with statements (a) through (n).

2.122 WARRANTY OF MERCHANTABILITY

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

This is Not Applicable to providing the State, Charter services.

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

This is Not Applicable to providing the State, Charter services.

2.124 WARRANTY OF TITLE

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

Charter understands.

2.125 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within two (2) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

Charter shall endeavor to adjust, repair or replace defective equipment within two (2) business days.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

Charter understands.

2.126 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new

or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

Charter understands.

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

Charter understands.

2.128 CONSEQUENCES FOR BREACH

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

In response to Sections 2.122 through 2.128

(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 State.

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

EXCEPT AS OTHERWISE STATED IN THIS CONTRACT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED 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.

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 State must be made within thirty (30) days after the applicable Services have been performed. Charter's obligation and State's remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by State based on the period of time when the Services are out of compliance with this limited warranty provision.

(b) **Content.** State acknowledges that any content that State 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. State and their authorized users accessing other parties' content through State's facilities do so at State'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.** State agrees that the State 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 State's hardware, software, files, data or peripherals which may result from State's use of any Service. Charter does not warrant that data or files sent by or to State will be transmitted in uncorrupted form or within a reasonable period of time.

- (d) **Unauthorized Access.** If State chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, State must take appropriate security measures. Failing to do so may cause immediate Termination of State'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 the State shall be liable, to the extent not prohibited by law for 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 State's computers, its internal network and/or the Network through State's equipment, and the State shall be liable, to the extent not prohibited by law for such claims, losses, or damages to the full extent arising from such access.

- (e) **Force Majeure Event.** State 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.

2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate of Insurance to Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

Upon award, Charter will provide applicable Certificates of Insurance.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

Charter understands.

2.142 CODE INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Charter understands.

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

Charter understands.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

Charter understands.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

Charter understands.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

Charter understands.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

In the event this Agreement is terminated due to material breach by Charter, and correction of the documented breach is not completed satisfactorily in accordance with the right to cure letter and within the required time frames; Charter agrees to reasonably cooperate with the transition of service activities as applicable.

- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

Charter understands.

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

Charter understands.

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

Charter understands.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

Charter understands.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

Charter understands.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

Charter understands.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

Charter understands.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

Charter understands.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 60 business days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

Charter understands.

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

Charter understands.

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The

Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

Charter understands.

2.174 CONTRACTOR SOFTWARE TRANSITION

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

Charter does not agree to transfer software to the State.

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

Charter understands.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

Charter understands.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

Charter understands.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor

asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

Charter understands.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

Charter understands.

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

Charter understands.

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

Charter understands.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Charter understands.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

Charter understands.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

Charter agrees to comply with all Nondiscrimination laws.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

Charter understands.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

Charter agrees to comply with all laws as applicable.

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

Charter understands.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

Charter understands.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

Charter understands.

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

Charter understands.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the work performed by the Contractor up to the point the damages occurred.

Charter understands.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) The ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) Whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDTMB Purchasing Operations.
 - (2) Contractor shall also notify MDTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify MDTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

Charter understands.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers if outside of Michigan. Failure to disclose this information is a material breach of this Contract.

Charter understands.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) The Contractor files for protection under the bankruptcy laws;
- (b) An involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) The Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) The Contractor makes a general assignment for the benefit of creditors; or
- (e) The Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

Charter understands.

2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

Charter understands. State 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.

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

- (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
- (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

Charter's attached Service Level Agreement outlines specific metrics for SLAs.

2.243 LIQUIDATED DAMAGES

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amounts as outlined here below until Contractor remedies the late or improper completion of the Work:

In the event Charter does not deliver the Service ordered hereunder for this Service Location on or before the negotiated timeframe, and such delay is the sole fault of Charter, State will be entitled to a delay credit in an amount equal to \$200.00 per day until the Service is delivered. Total credits shall not exceed an amount equal to one month's Monthly Service Fee applicable to the Service hereunder.

Charter shall not be responsible for failure to meet the Delivery Date to the extent such delay was caused by State, its agents, employees, contractors, and/or a Force Majeure Event. The credits above shall continue to escalate until either the Service is accepted pursuant to this Agreement. In no event shall any credit for a failure to meet a Delivery Date exceed the amount of one-month's Monthly Service Fee.

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

Charter understands.

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

Charter will ensure all services installed are fully functional and ready for use.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

This is Not Applicable to providing the State, Charter services.

2.252 CONTRACTOR SYSTEM TESTING

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

This is Not Applicable to providing the State, Charter services.

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which

event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

Charter understands.

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

Charter understands.

2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-

five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within two (2) business days (unless faulty gear causing an "emergency" situation) after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

Charter understands.

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

Charter understands.

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

Charter understands.

2.262 VESTING OF RIGHTS

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

This is Not Applicable to providing the State, Charter services.

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the

Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

Charter understands.

2.264 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

Charter understands.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html - 29k

All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

Charter understands.

2.280 Extended Purchasing

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Public Act 431 of 1984 permits MDTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, and non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: www.michigan.gov/buymichiganfirst. Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Charter understands.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Charter understands.

2.283 COOPERATIVE PURCHASING

- (a) This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between the State of Michigan and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in this Contract if such State allows participation by such entities. Charter will determine pricing on future orders on an individual contract basis based on Contract monthly service fees, construction, installation fees and discounts.
- (b) All MiDEAL processes, invoicing relationships, reporting and MiDEAL Service Fee also apply to cooperative purchasing participants.
- (c) The State of Michigan reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio accumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health,

natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

Charter understands.

2.300 Deliverables

2.301 SOFTWARE

A list of the items of software the State is required to purchase for executing the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall

be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 HARDWARE

A list of the items of hardware the State is required to purchase for executing the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

Charter understands.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

Charter understands.

2.313 CALENDAR WARRANTY

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that leap years shall be correctly treated within all calculation and calendar logic.

Charter understands.

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

Charter understands.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

In response to Section 2.310 SOFTWARE WARRANTIES, Please review Charter's Limitation of Liability policy as stated above.

2.320 Software Licensing

2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR

Reserved.

2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR

Reserved.

2.323 LICENSE BACK TO THE STATE

Reserved.

2.324 LICENSE RETAINED BY CONTRACTOR

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The State may modify the Software and may combine such with other programs or materials to form a derivative work. The State will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

Charter does not agree to allow the State to modify any software.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

Charter understands.

2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

Charter understands.

2.330 Source Code Escrow

2.331 DEFINITION

Reserved.

2.332 DELIVERY OF SOURCE CODE INTO ESCROW

Reserved.

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW

Reserved.

2.334 VERIFICATION

Reserved.

2.335 ESCROW FEES

Reserved.

2.336 RELEASE EVENTS

Reserved.

2.337 RELEASE EVENT PROCEDURES

Reserved.

2.338 LICENSE

Reserved.

2.339 DERIVATIVE WORKS

Reserved.

Article 4 – Required Bidder Information

4.0 Bidder Information

4.023 MIDEAL - Extended Purchasing

DO YOU WISH TO PARTICIPATE IN THE MIDEAL PROGRAM IF YOU ARE THE AWARDED CONTRACTOR?

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college that have joined the MiDEAL program (MiDEAL Members). A current listing of approved MiDEAL Members is available at: www.michigan.gov/mideal. Estimated requirements for MiDEAL Members are not included in the quantities shown in this RFP, unless otherwise noted.

MiDEAL is an established, award-winning program that can help your company market itself to Michigan’s local units of government and public entities.

If you say “yes” to opening the contract to authorized MiDEAL members in your bid response, you are now able to directly market your products and/or services to them. Maximize your time investment in bidding with the State by pursuing additional market share without completing additional bids. A MiDEAL brochure for Vendors is available at <http://www.michigan.gov/mideal>.

Participation in the MiDEAL program is optional, and the bidder is asked to indicate here whether they, if the awarded contractor, will open the contract to MiDEAL members.

X Deliverable(s) will be supplied to the State and MiDEAL Members according to the terms and prices quoted, subject to Section 2.281, MiDEAL Requirements.

Charter Communications Holding Company, LLC agrees to provide goods and/or services to State departments and agencies, and authorized MiDEAL members in accordance with the terms and prices quoted herein if awarded a Purchase /Contract for this solicitation.

Charter will provide services to other higher education projects if other cost criteria for those projects are the same as in this RFP.

4.1.1 Company Information

State the bidder's full name and address, including all locations that will perform or assist in performing the work. State the bidder's legal status (such as an individual, partnership, or corporation), including the state of organization or incorporation and whether it is licensed or authorized to conduct business in Michigan.

Name:	Charter Communications, Inc				Web Page:	http://www.charter-business.com	
Address:	12405 POWERS COURT DR	City:	ST LOUIS	State:	MO	Zip:	63131
Legal Status:	Corporation	Years in business?	18		Phone:	989-671-5285	
State Incorporated or Organized:	Delaware	Registered in Michigan?	Y				

4.1.2 Bidder Contact During RFP Process

State the name, address, e-mail, phone, and fax numbers for the person who will be the sole contact for the bidder during the RFP process.

Name:	Chris Hebert				e-mail:	Chris.Hebert@chartercom.com	
Address:	1625 CONCENTRIC BOULEVARD	City:	SAGINAW	State:	MI	Zip:	
Phone:	989-671-5285	Fax:	989-667-1751		Mobile:	989-992-7680	

4.1.3 Authorized Contract Signatory

State the name, title, and phone number of the person(s) authorized to sign a contract with the State on behalf of the bidder, including any limitations on their signing authority.

Name:	Jill Stark	Title:	Vice President, Charter Business	Phone:	989-671-5285
Name:	Jim McGann	Title:	Senior Vice President, Charter Business	Phone:	989-671-5285

4.1.4 Subcontractors

The bidder must provide a list of all Subcontractors, including firm name, address, contact person, a complete description of the work to be subcontracted, and a description of the Subcontractor's organization and abilities.

Bidder Response:

Subcontractors are assigned work on an as-needed basis. Additional information, if necessary, can be provided upon award.

4.1.5 Former State Employees

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

4.1.6 Use of Other Sources as Subcontractors

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

Community Rehabilitation Organizations: Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

4.1.7 Services Needed in Performance – Principal Place of Business

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

4.1.8 Subcontractors Needed in Performance of Contract – Principal Place of Business

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

4.1.9 Prior Experience / Company References

Reserved.

4.1.10 Contract Performance

The bidder must provide details concerning any contract that has been terminated for the bidder's default in the last three years. If the bidder has not had a contract terminated for default in this period, the bidder must affirmatively state this in the "Bidder Response" box below.

Name of other parties to the contract:							
Address:		City:		State:		Zip:	
	Contact Name:				Phone:		
Reason for Termination:							

Bidder Response:

Charter signs Confidentiality Agreements with all Charter Customer's and specific contract details are confidential in nature. Charter does represent that Charter has not had a contract terminated for default wthat would negatively affect providing the State of MI, Charter services.

4.1.11 Disclosure of Litigation

(a) The bidder must disclose any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving the bidder, any proposed subcontractor, or any of their officers or directors that is:

- (i) A criminal Proceeding;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding under the Sarbanes-Oxley Act; or
- (iv) A civil Proceeding involving: (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the bidder or any proposed subcontractor; or (B) a claim or written allegation of fraud against the bidder (or, if the bidder is aware, any proposed Subcontractor) by a governmental or public entity arising out of the bidder's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

Bidder Response:

Any litigation or proceeding in which Charter would be involved in is confidential in nature, however, Charter represents that it is not involved in any litigation or proceeding that would negatively affect providing the State of MI, Charter services.

4.1.12 Business Owned by Qualified Disabled Veteran

"Qualified Disabled Veteran," as defined by Public Act 431 of 1984, means a business entity that is at least 51% owned by one or more veterans with a service-connected disability. The Act defines "Service-Connected Disability" as a disability incurred or aggravated in the line of active military, naval, or air service as defined in 38 USC 101 (16).

The Bidder represents that it IS _____, IS NOT X a disabled Veteran-owned business.

The Bidder represents and warrants that the company meets the above criteria (when checked) and has provided the following supportive documentation:

- (a) Proof of service and conditions of discharge: DD214 or equivalent
- (b) Proof of service-connected disability: DD214 if the disability was documented at discharge or Veterans Administration (VA) Rating Decision Letter or equivalent if the disability was documented after discharge
- (c) Proof of Ownership: Appropriate legal documents setting forth the ownership of the business entity

IMPORTANT NOTE TO BIDDERS: Self certification alone will not initiate the price preference cited in **Section 3.032, Qualified Disabled Veteran Preference**. In order to be considered for the pricing preference your self-certification must be accompanied by the qualifying documents listed above.

Loss of Preference: If during the term of the contract the contractor no longer qualifies for the preference, or if the contract is assigned to a business entity that does not qualify for the preference, they will be required to discount their contract price by the amount of the preference they received.

Fraudulently representing information about the use of businesses owned by persons with disabilities to procure this contract is a violation of the Business Opportunity Act for Persons with Disabilities of 1988 PA 112, MCL 450.791 – 450.795. A person who knowingly violates this act is guilty of a felony, punishable by imprisonment up to 2 years in prison, or a fine not less than \$5,000. A person found guilty of violating this act may be barred from obtaining future contracts with the State.

SIGNATURE AUTHORITY

I/We certify that the undersigned is authorized to submit bids/quotations on behalf of the bidder and the information provided in response to the RFP is true and accurate **to the best of Charter's knowledge.**

Charter Communications Operating, LLC

Name of Bidder

12405 Powerscourt Dr

St Louis, MO 63131

Address of Bidder

989-671-5285 / 989-667-1751

Telephone and Fax No. of Bidder

Chris.Hebert@chartercom.com

E-mail Address of Bidder

Jill Stark _____

Signature of Bidder's Authorized Representative

Vice President, Charter Business

Title of Bidder Representative

Date

Additional Signature

Bidder's Authorized Representative

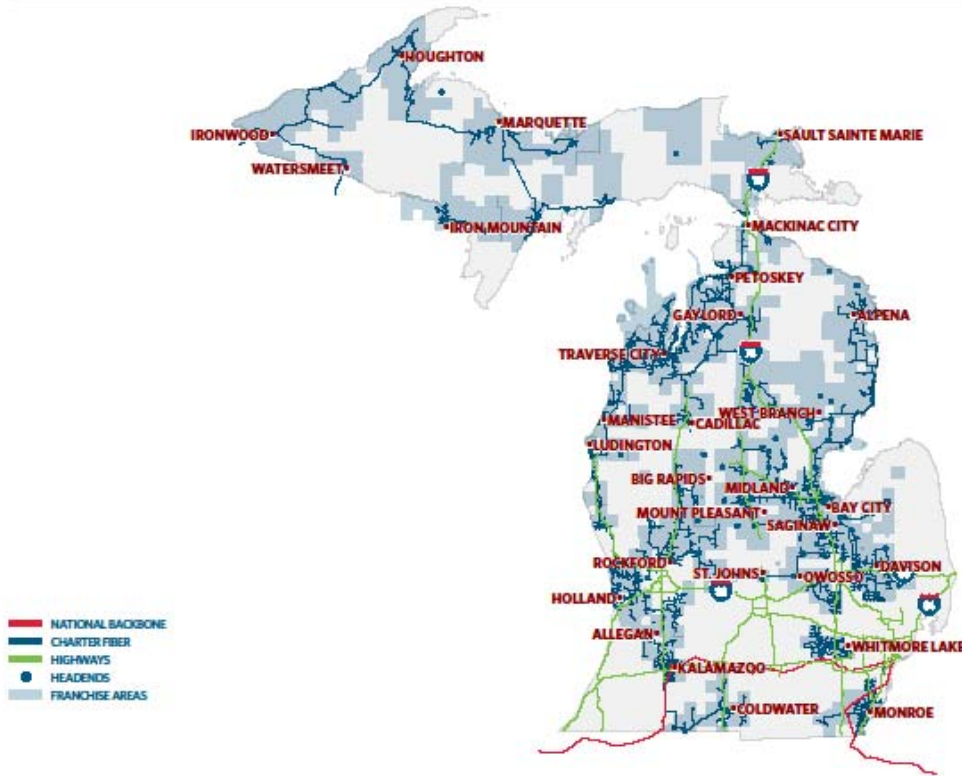
Title of Bidder Representative

Date

Attachment A

Vendor to provide service area maps for counties, townships and municipalities. This Michigan Graphic shows county boundaries for the State of Michigan. This map can be modified to illustrate Vendor regions for providing services and pricing.

CHARTER BUSINESS® MICHIGAN NETWORK MAP



Visit Charter-Business.com for more information.

© 2009 Charter Communications. Services not available in all areas. Map and franchise areas subject to change without notice.



Attachment B.

Provide Credit policies for outages, late installation and non-delivery of proposed services.

Please see sample SLA (Exhibit C) for outage credit policies.

Late Installation:

In the event Charter does not deliver the Service ordered hereunder for this Service Location on or before the negotiated timeframe, and such delay is the sole fault of Charter, State will be entitled to a delay credit in an amount equal to \$200.00 per day until the Service is delivered. Total credits shall not exceed an amount equal to one month's Monthly Service Fee applicable to the Service hereunder.

Charter shall not be responsible for failure to meet the Delivery Date to the extent such delay was caused by State, its agents, employees, contractors, and/or a Force Majeure Event. The credits above shall continue to escalate until the Service is accepted pursuant to this Agreement. In no event shall any credit for a failure to meet a Delivery Date exceed the amount of one-month's Monthly Service Fee.

Non-Delivery:

In the event Charter cannot provide a service to the State of MI due to safety, a potential negative consequence to Charter's network, a location is non-serviceable etc., Charter shall notify the State promptly and credit any payment already made for the services not received.

Exhibit A1 – Coax Design

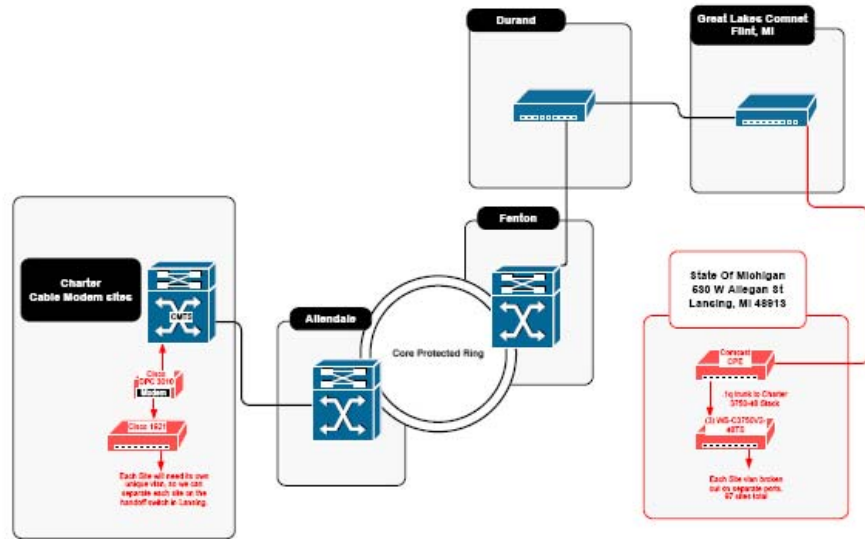


Exhibit A2 – Fiber Design

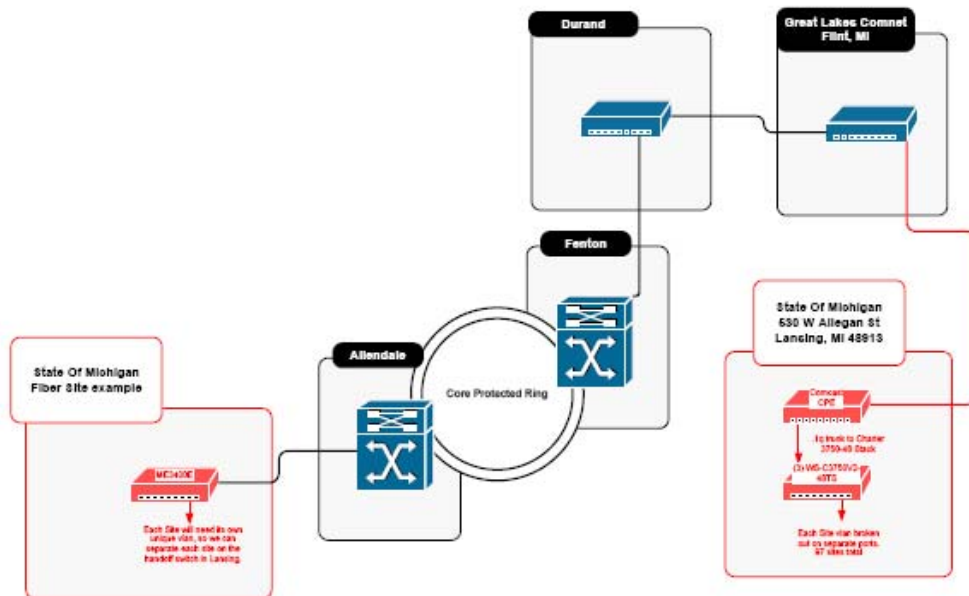


Exhibit B – Sample Channel Line-up

2	WTLJ - Christian Television	Basic
3	WWMT - CBS	Basic
4	WOTV - ABC	Basic
6	TBS	Basic
7	WWMT-DT2 (CW) - CW	Basic
8	WOOD - NBC	Basic
9	QVC	Basic
11	WXMI - FOX	Basic
12	WGVU - PBS	Basic
13	WZZM - ABC	Basic
14	WZPX - ION	Basic
15	WXSP-CA - MyTV	Basic
16	CSPAN	Basic
18	WGN America -	Basic
19	Home Shopping Network	Basic
20	Charter Main Street	Basic
23	VH-1	Exp Basic
24	MTV	Exp Basic
25	A&E	Exp Basic
26	The Discovery Channel	Exp Basic
27	AMC	Exp Basic
28	HGTV/Home and Garden Television	Exp Basic
29	Nickelodeon-East	Exp Basic
30	The Weather Channel	Exp Basic
31	HLN	Exp Basic
32	CNN	Exp Basic
33	FS Detroit	Exp Basic
34	ESPN2	Exp Basic
35	ESPN	Exp Basic
36	TV Land	Exp Basic
37	TLC	Exp Basic
38	Golf Channel	Exp Basic
40	Turner Classic Movies	Exp Basic
41	Lifetime	Exp Basic
42	Versus	Exp Basic
43	Bravo - East	Exp Basic
45	MTV2	Exp Basic (Digital Only)
46	History	Exp Basic

48	National Geographic	Exp Basic
49	Food Network	Exp Basic
50	Travel Channel	Exp Basic
51	Animal Planet	Exp Basic
53	SyFy	Exp Basic
54	TNT	Exp Basic
55	USA	Exp Basic
56	fx	Exp Basic
57	Comedy Central	Exp Basic
58	CNBC	Exp Basic
59	MSNBC	Exp Basic
60	FOX News Channel	Exp Basic
61	TruTV	Exp Basic
62	ABC Family	Exp Basic
63	Cartoon Network	Exp Basic
65	BTN	Exp Basic
66	The Disney Channel	Exp Basic
67	E!	Exp Basic
70	Style	Exp Basic
74	Spike TV	Exp Basic
75	CMT	Exp Basic
76	G4	Exp Basic (Digital Only)
78	Jewelry Television by ACN	Basic (Digital Only)
79	Hallmark Channel	Exp Basic (Digital Only)
80	BTN - Extra1	Exp Basic (Digital Only)
81	BTN - Extra2	Exp Basic (Digital Only)
84	TV Guide	Basic (Digital Only)
85	Univision	Exp Basic (Digital Only)
87	Charter Local Programming	Basic (Digital Only)
88	FS Detroit PLUS	Exp Basic (Digital Only)
89	Oxygen	Exp Basic (Digital Only)
90	Speed Channel	Exp Basic (Digital Only)
91	Soap Net	Exp Basic (Digital Only)
92	Disney XD	Exp Basic (Digital Only)
93	GSN (Game Show)	Exp Basic (Digital Only)
94	MLB Network	Exp Basic (Digital Only)
96	P.E.G. (Access)	Basic
97	P.E.G. (Access)	Basic
100	Nick Jr.	Digital View

101	Teen Nick	Digital View
102	Nickelodeon Too-West	Digital View
103	The Hub	Digital View Plus
104	Nicktoons Network	Digital View
105	Boomerang	Digital View Plus
107	Planet Green	Digital View Plus
109	BBC America	Digital View Plus
110	Investigation Discovery	Digital View Plus
111	Military Channel	Digital View Plus
112	The Science Channel	Digital View Plus
113	OWN	Digital View Plus
114	FOX Movie Channel	Digital View Plus
116	MTV Hits	Digital View
117	MTV Jams	Digital View
118	VH-1 Classic	Digital View
119	CMT Pure Country	Digital View
120	Centric	Digital View
121	VH-1 Soul	Digital View
122	Fuse	Digital View Plus
123	Great American Country	Digital View
124	Do It Yourself	Digital View
125	Women's Entertainment	Digital View
126	Biography	Digital View Plus
127	History Channel International	Digital View Plus
130	WOOD-DT2 - Weather	Basic (Digital Only)
131	WXMI-DT2 - This TV	Basic (Digital Only)
132	Cooking Channel	Digital View Plus
133	RFD-TV	Digital View Plus
134	WXMI-DT3 - Antenna TV	Basic (Digital Only)
135	WGVU-DT2 - PBS Kids	Basic (Digital Only)
136	WGVU-DT3 - PBS Create	Basic (Digital Only)
137	WGVU-DT4 - PBS World	Basic (Digital Only)
138	Fox Business Network	Digital View
139	BET	Exp Basic (Digital Only)
140	mtvU	Digital View
141	Tr3s	Digital View
142	Hallmark Movie Channel	Digital View Plus

170	Sprout	Digital View
171	Women's Entertainment HD	Digital View (HD Only)
200	Lifetime Movie Network	Digital View
201	Independent Film Channel	Digital View Plus
202	Sundance-East	Digital View Plus
209	ESPN Classic	Sports View
220	American Life TV	Digital View
220	American Life TV	Faith and Values View
221	The Tennis Channel	Sports View
222	Mav TV	Sports View
223	World Fishing Network	Sports View
224	CBS Sports Network	Sports View
225	ESPNews HD	Sports View (HD Only)
225	ESPNews HD	Digital View (HD Only)
226	NFL Network	Digital View Plus
226	NFL Network	Sports View
227	NFL RedZone	Sports View
240	WOTV-DT2 - Cool TV	Basic (Digital Only)
247	WZZM-DT2 - Weather	Basic (Digital Only)
250	ESPN Deportes	Latino View
252	Tr3s	Latino View
256	Mexico 22	Latino View
258	Once Mexico	Latino View
262	CB TV	Latino View
264	Video Rola	Latino View
266	Fox Deportes	Latino View
268	GOL TV	Latino View
270	History Channel Espanol	Latino View
272	Cine Mexicano (Olympusat)	Latino View
284	Discovery En Espanol	Latino View
286	Discovery Familia	Latino View
288	Galavision	Latino View
290	Univision	Latino View
292	Telefutura	Latino View
294	CNN en Espanol	Latino View
316	Fuse HD	Digital View Plus (HD Only)
317	Independent Film Channel HD	Digital View Plus (HD Only)
350	3ABN -	Digital View

350	3ABN -	Faith and Values View
351	BYUTV	Digital View
351	BYUTV	Faith and Values View
352	Daystar	Digital View
352	Daystar	Faith and Values View
353	EWTN	Basic (Digital Only)
353	EWTN	Faith and Values View
354	FamilyNet	Digital View
354	FamilyNet	Faith and Values View
355	Gospel Music Channel	Digital View Plus
355	Gospel Music Channel	Faith and Values View
356	Halogen	Digital View Plus
356	Halogen	Faith and Values View
357	Inspirational Network	Basic (Digital Only)
357	Inspirational Network	Faith and Values View
358	JCTV	Digital View
358	JCTV	Faith and Values View
359	Smile of a Child (OlympuSat)	Digital View
359	Smile of a Child (OlympuSat)	Faith and Values View
360	The Church Channel	Digital View
360	The Church Channel	Faith and Values View
361	Trinity Broadcasting/TBN	Basic (Digital Only)
361	Trinity Broadcasting/TBN	Faith and Values View
400	Fox College Sports - Atlantic	Sports View
401	Fox College Sports - Central	Sports View
402	Fox College Sports - Pacific	Sports View
403	Fox Soccer	Sports View
404	Fuel TV	Digital View
404	Fuel TV	Sports View
406	Outdoor Channel	Sports View
407	Discovery Fit and Health	Sports View
407	Discovery Fit and Health	Digital View
408	ESPNews	Digital View
408	ESPNews	Sports View
409	ESPN U	Sports View
409	ESPN U	Digital View
412	The Sportsman Channel	Sports View
413	NHL Network	Sports View
679	ABC Family HD	Exp Basic (HD Only)

680	AMC HD	Exp Basic (HD Only)
681	Lifetime HD	Exp Basic (HD Only)
682	MTV HD	Exp Basic (HD Only)
683	Nickelodeon HD-East	Exp Basic (HD Only)
684	Spike TV HD-East	Exp Basic (HD Only)
685	Travel Channel HD	Exp Basic (HD Only)
686	Hallmark Channel HD	Exp Basic (HD Only)
688	Comedy Central HD-East	Exp Basic (HD Only)
689	The Science Channel HD	Digital View Plus (HD Only)
690	The Disney Channel HD	Exp Basic (HD Only)
691	Bravo HD	Exp Basic (HD Only)
692	SyFy HD	Exp Basic (HD Only)
694	MLB Network HD	Exp Basic (HD Only)
695	USA HD	Exp Basic (HD Only)
696	Speed Channel HD	Exp Basic (HD Only)
697	FOX News Channel HD	Exp Basic (HD Only)
698	fx HD (East)	Exp Basic (HD Only)
699	National Geographic HD	Exp Basic (HD Only)
700	Showtime-East	Big Movie Tier
701	Showtime Too-East	Big Movie Tier
702	Showtime Showcase-East	Big Movie Tier
703	Showtime Extreme-East	Big Movie Tier
704	Showtime Beyond-East	Big Movie Tier
711	NFL Network HD	Digital View Plus (HD Only)
711	NFL Network HD	Sports View (HD Only)
712	NFL RedZone HD	Sports View (HD Only)
720	The Movie Channel-East	Big Movie Tier
721	TMC Xtra-East	Big Movie Tier
722	FLIX-E	Big Movie Tier
722	FLIX-E	Exp Basic (Digital Only)
723	LOGO	Digital View Plus
763	Golf HD	Exp Basic (HD Only)
764	Food Network HD	Exp Basic (HD Only)
765	HGTV HD	Exp Basic (HD Only)
766	Smithsonian HD	HD Ultra View
767	BTN HD	Exp Basic (HD Only)
768	TBS HD	Basic (HD Only)
769	CNN HD	Exp Basic (HD Only)
770	HDNet	HD Ultra View

770	HDNet	Digital View (HD Only)
771	HDNet Movies	HD Ultra View
772	ESPN2 HD	Exp Basic (HD Only)
773	ESPN HD	Exp Basic (HD Only)
774	TNT - HD	Exp Basic (HD Only)
775	HD Theater	HD Ultra View
780	WOTV-DT - ABC	Basic (HD Only)
782	WWMT-DT - CBS	Basic (HD Only)
783	WZZM-DT - ABC	Basic (HD Only)
784	WZPX-DT - ION	Basic (HD Only)
785	WGVU-DT - PBS	Basic (HD Only)
786	QVC	Basic (Digital Only)
787	WXMI-DT - FOX	Basic (HD Only)
788	WOOD-DT - NBC	Basic (HD Only)
790	Versus HD	Exp Basic (HD Only)
791	FS Detroit - HD	Exp Basic (HD Only)
792	Palladia	HD Ultra View
793	Universal HD	HD Ultra View
794	A&E HD	Exp Basic (HD Only)
795	History Channel HD	Exp Basic (HD Only)
796	TLC HD	Exp Basic (HD Only)
797	Discovery HD	Exp Basic (HD Only)
798	Animal Planet HD	Exp Basic (HD Only)
903	MC - Hit List	Music Audio (Digital Converter)
904	MC - Hip-Hop and R&B	Music Audio (Digital Converter)
905	MC - MixTape	Music Audio (Digital Converter)
906	MC - Dance/Electronica	Music Audio (Digital Converter)
907	MC - Rap	Music Audio (Digital Converter)
908	MC - Hip-Hop Classics	Music Audio (Digital Converter)
909	MC - Throwback Jamz	Music Audio (Digital Converter)
910	MC - R&B Classics	Music Audio (Digital Converter)
911	MC - R&B & Soul	Music Audio (Digital Converter)
912	MC - Gospel	Music Audio (Digital Converter)
913	MC - Reggae	Music Audio (Digital Converter)
914	MC - Classic Rock	Music Audio (Digital Converter)
915	MC - Retro Rock	Music Audio (Digital Converter)
916	MC - Rock	Music Audio (Digital Converter)
917	MC - Metal	Music Audio (Digital Converter)
918	MC - Alternative	Music Audio (Digital Converter)

919	MC - Classic Alternative	Music Audio (Digital Converter)
920	MC - Adult Alternative	Music Audio (Digital Converter)
921	MC - Soft Rock	Music Audio (Digital Converter)
922	MC - Pop Hits	Music Audio (Digital Converter)
924	MC - 80s	Music Audio (Digital Converter)
925	MC - 70s	Music Audio (Digital Converter)
926	MC - Solid Gold Oldies	Music Audio (Digital Converter)
927	MC - Party Favorites	Music Audio (Digital Converter)
928	MC - Stage & Screen	Music Audio (Digital Converter)
929	MC - Kidz Only!	Music Audio (Digital Converter)
930	MC - Toddler Tunes	Music Audio (Digital Converter)
931	MC - Today's Country	Music Audio (Digital Converter)
932	MC - True Country	Music Audio (Digital Converter)
933	MC - Classic Country	Music Audio (Digital Converter)
934	MC - Contemporary Christian	Music Audio (Digital Converter)
935	MC - Sound of the Seasons	Music Audio (Digital Converter)
936	MC - Soundscapes	Music Audio (Digital Converter)
937	MC - Smooth Jazz	Music Audio (Digital Converter)
938	MC - Jazz	Music Audio (Digital Converter)
939	MC - Blues	Music Audio (Digital Converter)
940	MC - Singers & Swing	Music Audio (Digital Converter)
941	MC - Easy Listening	Music Audio (Digital Converter)
942	MC - Classical Masterpieces	Music Audio (Digital Converter)
943	MC - Light Classical	Music Audio (Digital Converter)
944	MC - Musica Urbana	Music Audio (Digital Converter)
945	MC - Pop Latino	Music Audio (Digital Converter)
946	MC - Tropicales	Music Audio (Digital Converter)
947	MC - Mexicana	Music Audio (Digital Converter)
948	MC - Romances	Music Audio (Digital Converter)
991	P.E.G. -	Basic (Digital Only)
993	P.E.G. -	Basic (Digital Only)
994	P.E.G. -	Basic (Digital Only)
995	Michigan Government TV	Basic (Digital Only)
996	CSPAN3	Basic (Digital Only)
997	CSPAN2	Basic (Digital Only)



Exhibit C - SLA

CHARTER BUSINESS® SERVICE LEVEL ATTACHMENT

**ATTACHMENT 1 TO
Service Order dated
Under the
SERVICES AGREEMENT
BY AND BETWEEN AND
DATED**

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

1. **Charter Business Network Operations Center: 866.603.3199**

Charter Business® (“Charter”) operates and maintains the Charter Business Network Operations Center (“CB 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 Charter Business Network Operations Center for support - 866.603.3199.

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

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

Once our CB 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 CB NOC will contact your designated contact individual at the appropriate number to discuss the findings.

If necessary, Charter shall endeavor to have a maintenance employee at the Service Location requiring unscheduled maintenance work, within four (4) hours after the time Charter becomes aware of an event requiring such unscheduled maintenance, unless delayed by circumstances beyond the reasonable control of Charter. 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 Charter'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 Charter in performing such maintenance as required of Charter 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, Charter shall have the right to charge and Customer shall pay Charter's then current rates for such traffic/truck roll and associated work.

- b. Charter Business 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 CB NOC provides an escalation list to our customers and service partners for the purpose of escalations within the CB NOC. Customer shall utilize the CB NOC Escalation List, as updated from time to time, to report and seek immediate initial redress for Service exceptions observed/experienced. The current CB NOC Escalation List is on the following page.

CHARTER BUSINESS NETWORK OPERATIONS CENTER ESCALATION LIST

Table 1.

Escalation Level	Charter Business NOC: 866-603-3199 Name/Title/Email	Contact Numbers
1 st Level 1 Hour	CB NOC Lead Engineer	866.603.3199
2 nd Level 2 Hours	CB NOC Supervisor	866.603.3199
3 rd Level 3 Hours	CB NOC Manager Tony Barcellona tbarcellona@chartercom.com	502.420.7467 office 502.442.4494 cell
4 th Level 4 Hours	CB NOC Director Dan Davidson daniel.davidson@chartercom.com	502.420.7419 office 502.619.2799 cell
5 th Level 6 Hours	VP Network Ops & Engineer Services Keith Hayes keith.hayes@chartercom.com	303.323.1347 office 770.378.3595 cell

2. **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 Charter within twenty-four (24) hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Charter 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 Charter 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)

Any Service interruption that exceeds a consecutive period of twelve (12) hours shall be considered an outage for one (1) twenty-four hour day.

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 Charter 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.

3. **Preventative, Emergency and Demand 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. Charter 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, use 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 Charter resources (person, equipment or facility). Work to address an Emergency Maintenance situation may degrade the quality of or cause outages in the services. Charter 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. Charter 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 Charter 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 Charter and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Charter may undertake Demand Maintenance immediately. Charter shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.
- d. **Notification.** Charter 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 Charter 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.

Additionally. Customer shall notify Charter 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.

Charter Business Network Operations Center (CB NOC):

Phone: 866.603.3199

Email: CBNOC@chartercom.com

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 Charter's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, Charter shall notify Customer at Charter's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

PRICING TABLES

Attachment C from RFP

Commercial Broadband Services Cost Models

Provide monthly pricing detail for Commercial Broadband Services including all one-time and recurring charges for the items below that you would like to bid on.

Provide Pricing as follows, identifying proposed Uplink and Downlink speeds, with a minimum Uplink speed of 1MB and a minimum Downlink speed of 2MB. Add rows and columns as necessary.

We have provided budgetary pricing below for coax Internet. One-time charges and construction costs will vary depending on the number of sites and services ordered for a specific project.

Internet delivered via COAX (Cable Modems)

[within COAX internet serviceable areas]

Per month charge \$	One Time Charges	Uplink 512K	Uplink _2 MB	Uplink _3__MB	Uplink __5_MB	Uplink __5_MB	Construction Costs
Downlink _5__ MB	\$99	\$54.99					ICB
Downlink 16 MB	\$99		\$63.99				ICB
Downlink _25 MB	\$99			\$103.99			ICB
Downlink _50 MB	\$99				\$151.99		ICB
Downlink _100 MB	\$99					\$271.99	ICB

**Static
IPs**

# of Static IPs	Per Month Charge
/30	\$8.00
/29	\$20.00
/28	\$40.00
/27	\$70.00
/26	\$100.00
/25	\$140.00

Attachment C Continued

Commercial Broadband Services Cost Models

We have provided budgetary pricing below for fiber Internet. One-time charges and construction costs will vary depending on the number of sites and services ordered for a specific project.

Internet delivered via Fiber (includes /28 Static IPs)

Per month charge \$	One Time Charges	Uplink 2 MB	Uplink 3 MB	Uplink 4 MB	Uplink 5 MB	Construction costs
Downlink 2 MB	\$1,000	\$ 450				ICB
Downlink 3 MB	\$1,000		\$ 500			ICB
Downlink 4 MB	\$1,000			\$565		ICB
Downlink 5 MB	\$1,000				\$ 592	ICB

Internet delivered via Fiber (includes /28 Static IPs)

Per month charge \$	One Time Charges	Uplink 10 MB	Uplink 20 MB	Uplink 30 MB	Uplink 50 MB	Uplink 100 MB	Construction costs
Downlink 10 MB	\$1,000	\$764					ICB
Downlink 20 MB	\$1,000		\$994				ICB
Downlink 30 MB	\$1,000			\$1,178			ICB
Downlink 50 MB	\$1,000				\$1,815		ICB
Downlink 100 MB	\$1,000					\$2,675	ICB

Attachment C Continued

Commercial Broadband Services Cost Models

We have provided budgetary pricing below for fiber WAN services. One-time charges and construction costs will vary depending on the number of sites and services ordered for a specific project. Please reference Exhibit A2 for fiber network design.

Fiber WAN (Point to Point)

Per month charge \$	One Time Charges	Uplink 5 MB	Uplink 10 MB	Uplink 20 MB	Uplink 30 MB	Uplink 50 MB	Construction costs covered by Charter Communications
Downlink 5 MB	\$1,000	\$ 450					ICB
Downlink 10 MB	\$1,000		\$ 697				ICB
Downlink 20 MB	\$1,000			\$ 793			ICB
Downlink 30 MB	\$1,000				\$873		ICB
Downlink 50 MB	\$1,000					\$994	ICB

1Gig option into Lansing, MRC: \$4,000

Charter Business Ethernet delivered on Coax (Point to Point)

Per month charge \$	One Time Charges	Uplink 512 K MB	Uplink 1 MB	Uplink 2 MB
Downlink 512K	\$99	\$59.49		
Downlink 1 MB	\$99		\$84.99	
Downlink 2 MB	\$99			\$118.99

**Attachment D
Cable TV Services Cost Model**

Provide monthly pricing detail for Cable TV Services including all one-time and recurring charges. Cable TV Services pricing in addition to the Basic Cable Service should be put in the spread sheet as add on pricing.

Provide pricing for Cable TV Services as follows. Add rows and columns as necessary.

Contract Pricing For Cable TV Services

Within the Charter service area

County	City	Basic Cable	Expanded Basic Cable	Installation	Digital Receiver*	Construction Costs
See map	See map	\$23.99	\$41.59	\$99	\$7.00	ICB

**Additional fee for HD receiver*

Attachment E
Basic Internet Access Services Cost Model

Provide monthly pricing detail for Basic Internet Access Services including all one-time and recurring charges. Provide pricing for Basic Internet Access Services as follows. Add rows and columns as necessary.

Contract Pricing For Basic Internet Access Services

We have provided budgetary pricing below for coax Internet. One-time charges and construction costs will vary depending on the number of sites and services ordered for a specific project.

Internet delivered via COAX (Cable Modems)

[within COAX internet serviceable areas]

Per month charge \$	One Time Charges	Uplink 512K	Uplink _2 MB	Uplink _3__MB	Uplink __5_MB	Uplink __5_MB	Construction Costs
Downlink _5__ MB	\$99	\$54.99					ICB
Downlink 16 MB	\$99		\$63.99				ICB
Downlink _25 MB	\$99			\$103.99			ICB
Downlink _50 MB	\$99				\$151.99		ICB
Downlink _100 MB	\$99					\$271.99	ICB

**Static
IPs**

# of Static IPs	Per Month Charge
/30	\$8.00
/29	\$20.00
/28	\$40.00
/27	\$70.00
/26	\$100.00
/25	\$140.00