

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 12, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. POSITIVITY AWARD - NONE**3. PUBLIC COMMENTS****4. APPROVAL OF MINUTES**

- 1. Minutes - February 26, 2019 - Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEM (1)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2019-R-22 A Resolution of the City Commission of Holly Hill, Florida, Establishing Participation in the Senior Management Service Class; Providing for Authority to the City Manger for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts; Providing for Severability; and Providing an Effective Date.

(Requested by John McKinney, Finance)

6. REGULAR AGENDA

- 1. Resolution -2019-R-23 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with Charter Communications Operating, LLC to Install and Maintain the VOIP Phone Solution Per RFP 19- IT-10, and Authorizing E the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

- 2. Reduction of Lien Request - 1570 Hammock Drive - Property Owner Alumni Partners II, LLC - Lien on Property Are from Code Enforcement Liens

(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their

name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

4.1

MEETING DATE: March 12, 2019
FROM: Valerie Manning
SUBJECT: Minutes - February 26, 2019 - Regular City Commission and CRA Meeting
NUMBER: (ID # 2448)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the February 26, 2019 regular City Commission and CRA meeting.

MOTION:

Approve as submitted by staff.

- Minutes - February 26, 2019 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 26, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation

Commissioner Danio led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

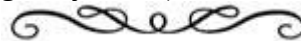
Mayor Via welcomed the students and teachers that were present from the Holly Hill K-8 School as they were there to watch how a City Commission meeting was run.

2. POSITIVITY AWARD - AMERICAN LEGION POST 120 - BRIAN CARTER

1.

Positivity Award - American Legion Post 120 - Brian Carter

(Requested by Valerie Manning, City Clerk)



3. RECESS THE CC MTG AND CONVENE AS THE CRA

4. CRA AGENDA

1. -2019-R-15

Attachment: Minutes - February 26, 2019 - Regular City Commission and CRA meeting (2448 : Minutes)

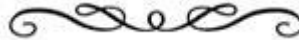
A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the Agreement with the Florida Department of Transportation to Install and Maintain Certain Landscaping Within the Right of Way of State Road 430.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 26th day of February, 2019, in Holly Hill



2. -2019-R-16

A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Awarding Change Order #6 in the Amount of \$101,750 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 26th day of February, 2019, in Holly Hill



5. **ADJOURN AS THE CRA AND RECONVENE THE CC MTG**

6. **PUBLIC COMMENTS**

The following individuals spoke to the Mayor and City Commissioners:

Jim Legary, 342 Burleigh Avenue, Holly Hill, asked about the recycling issue and if there were any latest developments and mentioned that it's almost Bike Week so he was wondering if there was going to be anything done about the bike wash girls? Are there any plans that the city has come up with?

Mr. Forte stated nothing has changed as far as recycling in the City of Holly Hill; bike washes are not prohibited in the city but the city has asked those businesses that participate with bike washes is to be sure that their ladies that are soliciting for bikes to come in are wearing shorts with a bikini top when they are out on the edge of the property and if they're

going to wash the bikes they will do that a little bit more on the private property.

Mr. Legary asked if this is a permitted thing?

Mr. Forte stated, yes. They have to receive a special event permit to do that. When they come in and get the special event permit, they are given a paper that says that but it's really a courtesy, it's not mandatory. He can't enforce it. He ask the businesses to play nice and the city will continue to do this if and if they don't play nice then he will come back and make a recommendation to the City Commission that the city doesn't allow bike washes during special events. So far for the last couple of years, everyone has been playing along.

Lynne Smith, 107 7th Street, Holly Hill, stated everyone is thrilled with the fitness court at Sunrise Park and while she is there she talks with people; she has helped a few people with the APP for the fitness court and she helps whomever she can. The question came up, since this is an APP driven apparatus, is there going to be any Wi-Fi available for people or charging for their phones and does the city have any thoughts of cameras for monitoring the safety of the equipment and preventing any kind of vandalism and stuff like that?

Mayor Via stated himself and Mr. Forte have talked about the Wi-Fi in the park and at this point it's really not doable. Is he understanding that correctly?

Mr. Forte stated it's doable but there's a cost to it. Free Wi-Fi is free to some but somebody else has to pay for it. Right now there is no Wi-Fi in the park and they can find a vendor that can do it with so many megabits for free then you pay for something after that but staff hasn't looked into that. As far as cameras, he will talk to Chief Aldrich about that. Staff will do routine visits out there. Good ideas.

7. APPROVAL OF MINUTES

1.

Minutes - February 12, 2019, Regular City Commission Meeting and February 12, 2019 Goals Setting Workshop

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 26th day of February, 2019, in Holly Hill



8. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if anyone in the audience or any member of the Commission would like to speak to any item on the Consent Agenda or pull any item for further discussion? **There was no one.**

1. -2019-R-17 Resolution

Resolution of the City of Holly Hill, Florida, Adopting the 2019 City of Holly Hill Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by John McKinney, Finance)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2019-R-17**

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE 2019 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE 2019 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill adopted Personnel Rules and Regulations to provide consistent guidelines for Employees; and

WHEREAS, on Tuesday, December 11, 2018, the Holly Hill City Commission approved the 2018 Personnel Rules and Regulations; and

WHEREAS, the 2019 Personnel Rules and Regulations corrects scrivener errors, certain department references and clarifies intra-city travel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission hereby adopts the 2019 City of Holly Hill Personnel Rules and Regulations, attached hereto for reference.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. REPEAL. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. EFFECTIVE DATE. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

Enacted and approved this 26th day of February, 2019, in Holly Hill



2. -2019-R-18 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Mead and Hunt to Perform Engineering Design for the Project "Cordova / Ridge Exfiltration" in the Amount Not to Exceed \$104,694.00 and Agreements with Zev-Cohen to Perform the Engineering Design for the Projects "Espanola Avenue North", "State Avenue", and "Tuscaloosa Avenue" in the Amounts Not to Exceed \$28,150.00, \$17,000.00, and \$16,300.00, and Authorizing the City Manager to Execute the Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Walt Smyser, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT TO PERFORM ENGINEERING DESIGN FOR THE PROJECT "CORDOVA / RIDGE EXFILTRATION" IN THE AMOUNT NOT TO EXCEED \$104,694.00 AND AGREEMENTS WITH ZEV-COHEN TO PERFORM THE ENGINEERING DESIGN FOR THE PROJECTS "ESPANOLA AVENUE NORTH", "STATE AVENUE", AND "TUSCALOOSA AVENUE" IN THE AMOUNTS NOT TO EXCEED \$28,150.00, \$17,000.00, AND \$16,300.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT TO PERFORM ENGINEERING DESIGN FOR THE PROJECT "CORDOVA/RIDGE EXFILTRATION" IN THE AMOUNT NOT TO EXCEED \$104,694.00 AND AGREEMENTS WITH

ZEV-COHEN TO PERFORM ENGINEERING DESIGN FOR THE PROJECTS “ESPANOLA AVENUE NORTH,” “STATE AVENUE”, AND “TUSCALOOSA AVENUE” IN AMOUNTS NOT TO EXCEED \$28,150.00, \$17,000.00, AND \$16,300.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Hazard Mitigation Grant Program (HMGP) provides funds after a disaster declaration to protect public or private property through various mitigation measures. Hazard mitigation includes long-term efforts to reduce the impact of future events. HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Although the Hazard Mitigation Grant Program is federally funded, the program is administered by the Florida Division of Emergency Management; and

WHEREAS, The City received authorization to move forward with engineering design; and

WHEREAS, In accordand with CCNA the proposals were negotiated with Mead and Hunt (Cordova/Ridge Exfiltration), and with Zev-Cohen (Espanola Avenue North, State Avenue, Tuscaloosa Avenue) to perform the designs; and

WHEREAS, This is a cost-reimbursement Agreement, subject to the availability of funds. Payment under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification; and

WHEREAS, funds are available in the Stormwater Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill, Florida, does hereby approve an agreement with Mead and Hunt to perform engineering design for the project “Cordova/Ridge Exfiltration” in the amount not to exceed \$104,694.00.

SECTION 2. That the City Commission of the City of Holly Hill, Florida, does hereby approve an agreement with Zev-Cohen to perform engineering design for the project

“Espanola Avenue North,” in amount not to exceed \$28,150.00.

SECTION 3. That the City Commission of the City of Holly Hill, Florida, does hereby approve an agreement with Zev-Cohen to perform engineering design for the project “State Avenue, “ in amount not to exceed \$17,000.00.

SECTION 4. That the City Commission of the City of Holly Hill does hereby approve an agreement with Zev-Cohen to perform engineering design for the project “Tuscaloosa Avenue” in amounts not to exceed \$16,300.00 and authorizing the City Manager to execute the agreement.

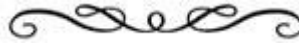
SECTION 5. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreements with Mead and Hunt and with Zev-Cohen to perform the engineering design.

SECTION 6. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

Enacted and approved this 26th day of February, 2019, in Holly Hill



3. -2019-R-19 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with GML Coatings, LLC to Perform the Project "Resurface/Sea Walls of Manholes" in the Amount Not to Exceed \$48,805.00 and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Walt Smyser, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH GML COATINGS, LLC TO PERFORM THE PROJECT "RESURFACE/SEA WALLS OF MANHOLES" IN THE

AMOUNT NOT TO EXCEED \$48,805.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH GML COATINGS, LLC TO PERFORM THE PROJECT “RESURFACE/SEAL WALLS OF MANHOLES” IN THE AMOUNT NOT TO EXCEED \$48,805.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, most of these manholes in the City of Holly Hill were installed in the 60’s and 70’s and were built of brick; and

WHEREAS, Due to the condition of the manholes rehabilitation is required to repair structural defects, eliminate infiltration and correct corrosion deterioration of the manhole walls; and

WHEREAS, the City of Holly Hill desires to start a multi-year rehabilitation program; and

WHEREAS, for 2019, 13 manholes have been selected that are in serious need of structural and sealing rehabilitation; and

WHEREAS, the FY 2018-2019 has identified funding for this project and LS#18 wet well rehabilitation as projects in the Wastewater Renewal and Replacement Fund; and

WHEREAS, this resolution will remove the LS#18 wet well rehabilitation from the list of projects to be completed for FY 2018-2019 and deferred to future years and re-appropriate the funding allocated from LS#18 wet well rehabilitation to Refurbish/Seal Sewer Manholes; and

WHEREAS, GML Coatings, LLC will perform the repairs under a contract issued through the City of Punta Gorda for \$48,805.00; and

WHEREAS, City staff recommends approval of the award to GML Coatings, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby approve the agreement with GML Coatings, LLC to perform the project Resurface/Seal Walls Of Manholes.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with GML Coatings, LLC to perform the project Resurface/Seal Walls Of Manholes.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

Enacted and approved this 26th day of February, 2019, in Holly Hill



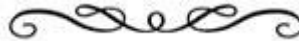
4.

Disposal of Fixed Assets

(Requested by John McKinney, Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 26th day of February, 2019, in Holly Hill



9. REGULAR AGENDA

1. -2019-R-20 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with the Florida Department of Transportation to Install and Maintain Certain Landscaping Within the Right of Way of State Road 430.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH THE FLORIDA

**DEPARTMENT OF TRANSPORTATION TO INSTALL AND MAINTAIN
CERTAIN LANDSCAPING WITHIN THE RIGHT OF WAY OF STATE ROAD 430.**

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION TO INSTALL AND MAINTAIN
CERTAIN LANDSCAPING WITHIN THE RIGHT OF WAY
OF STATE ROAD 430.**

WHEREAS, the FDOT has jurisdiction over and maintains State Road 430 as part of the State Highway System; and

WHEREAS, the City seeks to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street; and

WHEREAS, FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, the City shall not change or deviate from conformance with Florida Administrative code Rule 14-40.003 without written approval of FDOT.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. That the City Commission of the City of Holly Hill, Florida, does hereby authorize the City Manager to enter into an agreement with the FDOT to install and maintain certain landscaping within the right of way of State Road 430.

SECTION 2. FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way.

SECTION 3. The City shall not change or deviate from conformance with Florida Administrative Code Rule 14-40.003 without written approval of FDOT.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

Enacted and approved this 26th day of February, 2019, in Holly Hill



2. -2019-R-21 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #6 in the Amount of \$101,750 to RJ Landscape Contractors, Inc.; and

Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #6 IN THE AMOUNT OF \$101,750 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #6 IN THE AMOUNT OF \$101,750 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill received a Bold Landscaping Grant from FDOT for an amount not to exceed \$860,233.00 in 2016 to re-landscape the median on US1; and

WHEREAS, The City of Holly Hill awarded a contract to RJ Landscape Contractors, Inc., in the amount of \$839,000.00 on October 16, 2017 to perform contracted landscape improvements to the medians of US1; and

WHEREAS, The City of Holly Hill desires to utilize the existing contract unit pricing to authorize additional landscaping for a total increase of \$101,750.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill, Florida does hereby desire to utilize the existing contract unit pricing to authorize additional landscaping resulting in Change Order #6.

SECTION 2. That the City Commission does hereby award Change Order #6 in the amount of \$101,750 to RJ Landscape Contractors, Inc., and authorizes the City Manager to execute the appropriate contract documents.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately its upon adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

Enacted and approved this 26th day of February, 2019, in Holly Hill



10. PUBLIC HEARINGS

1. -2019-O-3015 Ordinance

SECOND READING - Amending Ordinance 3011, Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by an Ordinance of the City of Holly Hill, Florida Amending Ordinance No. 3011 to Adopt Changes to Procedures for Issuing Trespass Warnings from Public Property

(Requested by Steve Aldrich, Police)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE

2019-O-3015

SECOND READING - AMENDING ORDINANCE 3011, AMENDING CHAPTER 58, "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING ORDINANCE NO. 3011 TO ADOPT CHANGES TO PROCEDURES FOR ISSUING TRESPASS WARNINGS FROM PUBLIC PROPERTY

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING ORDINANCE 3011 TO ADOPT CHANGES TO PROCEDURES FOR ISSUING TRESPASS WARNINGS FROM PUBLIC PROPERTY; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 3011 creating a procedure for issuing trespass warnings from public property when violations of laws or regulations occur on

public property; and

WHEREAS, the City has determined that certain changes are necessary to the procedures adopted, but the regulation has not been codified in the City's Code of Ordinances, therefore the initial adopting ordinance must be amended.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill hereby amends Ordinance No. 3011 to read as follows:

Section 58-134 (Trespass warnings on public property and other property generally open to the public).

(a) The City Manager, code enforcement officers and officers of the Holly Hill Police are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or regulation or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.

(b) For the purpose of this section "right-of-way" shall only include those sidewalks, which are adjacent to a paved street, if the street-side edge of the sidewalk is within 20 feet of the curb line.

(c) Trespass warnings shall be issued as follows:

(1) For the first violation, the individual may be issued a trespass warning for one year.

(2) For a second or subsequent violation which occurs within five (5) years of the issuance of the first trespass warning, the individual may be issued a trespass warning for two

years.

(d) A copy of the trespass warning shall be provided at the same time as the arrest or citation by hand deliver and if this is not possible, the copy shall be delivered by mail. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section. If the individual is found guilty or pleads no contest to the charge that was the basis of the trespass warning, the trespass warning shall remain in full force and effect, unless otherwise determined on appeal. If the individual is found not guilty or the charges are otherwise dismissed or dropped, and if the individual desires to have the trespass warning rescinded, the individual shall provide all necessary documentation evidencing the outcome of the underlying court case and the City shall submit it to the special Master with notice provided to the individual of the date of the hearing.

(f) The City Manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(h) This section shall not be construed to limit nor expand the authority of officers of the

Holly Hill Police Department or Holly Hill Code Enforcement Officers to cite or arrest individuals for violating any section of the Holly Hill Code of Ordinances or Florida Statutes.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued for a state law violation under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) A Special Master with whom the city contracts to provide this service shall hear appeals.

(4) Within five (5) days following the filing of the appeal, the City shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:

(a) By posting the notice at the Holly Hill City Hall, and

(b) By mail if an address has been provided. In the event of non-delivery, then the notice posted at the Holly Hill City Hall shall be sufficient.

(5) The Special Master shall hold the hearing as normally scheduled monthly. In no event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than forty-five (45) days from the filing of the appeal.

(6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. The

appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The Special Master shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section. The Special Master shall not consider evidence or argument about the underlying charge that was the basis for the trespass warning.

(10) If the appellant fails to attend a scheduled hearing, the Special Master shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing the Special Master shall issue a written decision on the appeal, which shall be mailed, to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the Holly Hill City Hall.

(12) The decision of the Special Master shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law to the appellant. The city may not appeal any decision of the Special Master.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review and all judicial proceedings on any underlying charge that is the basis for the trespass warning.

j. For trespass warnings issued for violation of city codes, rules or regulations that is enforced without a city citation, the trespass warning shall be presented to the special Master as

part of the code enforcement case. Upon a finding of violation, the Special Master shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Master shall consider revocation of the trespass warning.

k. For trespass warnings issued for violation of City codes, rules or regulations enforced by City Citation, payment of the fine amount shall constitute consent and acceptance of the trespass warning and waiver of all appeal rights and the citation shall so state. If the citation is challenged and the person is found in violation, the Special Master shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Master shall consider revocation of the trespass warning.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019 for second reading.

Enacted and approved this 26th day of February, 2019, in Holly Hill



2.

Request for a Variance from the Front Yard Setback Requirement of Section 114-765 of the Land Development Regulations Titled, "Schedule of Dimensional Requirements." Specifically a Variance from the Required Front Yard Setback of 30 Feet to 19 Feet.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation.

David Patrick, applicant - Agent/Consultant for the property, 189 Woodland Avenue, Ormond Beach, stated he is happy to be able to do build on that property and looking to improve that location for the city.

Mayor Via closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 26th day of February, 2019, in Holly Hill



3.

Special Exception Approval to Allow a Kid City USA School/Daycare on a Parcel in the B-2 Zoning District

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation.

Richard Jaffe, President of The Jaffe Corporation, a family-run Ormond Beach company, spoke in favor of the Special Exception request to allow Kid City USA daycare to take over the vacant retail building located at 1501 North Nova Road, located in the Winn-Dixie Holly Hill Plaza center. The applicants, Audrey Bruner and Jeri Walker were present at the meeting if any questions by the Commissioner were asked.

Mayor Via closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 26th day of February, 2019, in Holly Hill



11. COMMUNICATIONS

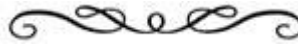
A. City Manager & Staff Comments

a.

Sunrise South Pier Demolition Communication Regarding the Issuance of a Purchase Order for the Demolition of the Pier

(Requested by John McKinney, Finance)

Mr. Forte mentioned this doesn't need any approval; just for information purposes only because this is within his spending authority but he wanted to share with the City Commissioners since this has to do with the demolition of the south dock at Sunrise Park as they had previously agreed to having completed. Within their agenda packets is the FY 2019-2020 Budget Calendar for them to hold onto and to be mindful of the Commission workshops if they were planning any vacations, etc., to try to be available for them and reminded them that the first reading/public hearing for the budget is always on a Monday in September (following Labor Day holiday) so this year it will be Monday, September 9, 2019. Mr. Forte gave a brief update following the last meeting with backflow devices and BSI providing the software. At the last meeting the Commission talked about a donation to the DAV for a van that they needed for the Veterans and at the end of that meeting, staff was graciously approached by Dennis and Lynne Smith who own Mighty Mite Construction and made a donation of \$600 on behalf of the City of Holly Hill and he wanted to publicly thank them for their contribution and donation. The city's logo will be placed on the van for the donation. Mr. Forte reminded them about the upcoming Volusia League of Cities dinner that the city is hosting at MG on The Halifax and the *Whac-A-Mole* arcade game that's here in City Hall will be brought over for the other elected officials and those attending the dinner can see it and play it.



b.

Fiscal Year 2019-2020 Budget Calendar Calendar for the Upcoming Fiscal Year Budget Cycle

(Requested by John McKinney, Finance)



B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Currie thanked everyone for coming out and encourages them to invite their neighbors; enjoyed seeing the kids from the school; hopes to see them again.

Commissioner Danio thanked the American Legion Post 120 Brian Carter for coming out tonight and accepting the Positivity Award on behalf of the Post; thanked the Smith's for their donation and enjoyed seeing the kids from the school.

Commissioner Johnson reminded them about Bike Week coming up; After Hours event at the Riviera this Thursday; mentioned the panhandling situation in Daytona.

Mr. Forte mentioned that the city has seen a decrease in the number of panhandlers in this area. The city has had two panhandlers that it has had encounters with. He has spoken to all of the Commissioners and possibly bringing that same panhandling ordinance here but what we're reading now is that ordinance in Daytona is going to be challenged. He wanted to get the Commission's thoughts tonight as to whether or not Holly Hill should just stand down and let this kind of play its role out with the challenges that the City of Daytona Beach may need to battle or if the Commission wants staff to move forward and pay the expense of going through that process.

Commissioner Penny stated let Daytona get sued first. Let them defend it and then we can copy the ordinance later.

Commissioner Currie stated she thinks the smarter route is let Daytona pay the attorney's fees instead of Holly Hill paying the attorney fees.

Mr. Forte stated Holly Hill has had only two encounters that are on record so far.

Mayor Via stated it's not a pressing issue right now. Chief Aldrich, can you keep Mr. Forte apprised so the Commission can know if there's more problems with that?

Mr. Forte stated the message that Holly Hill has to get out there is stop giving money to panhandlers. If you don't give money to panhandlers there's no reason for them to be here and they will move on.

Commissioner Johnson stated the other thing he wanted to say is that LPGA is getting so busy with people coming off the Interstate and it would be so easy to recognize where Holly Hill is if we can put a vinyl sticker on the other side of that water tower. Is that water tower in the CRA?

Mr. Forte stated, yes.

Commissioner Johnson asked Mr. Forte if he can see if the city can put a vinyl sticker on there? If it had nothing but the decal of the city's logo on there...

Mr. Forte stated he would like to get the new logo on there. He will look into getting a quote.

Commissioner Johnson stated, yes because you can see it from the other side of Derbyshire when you come off of the Interstate, people will know this is Holly Hill.

Mayor Via stated he would like to see the new logo on there.

Commissioner Johnson stated Bob's Space Racers has always told him going vinyl is cheap. Maybe Bob's Space Racers can make the decal for us. Finally, he spoke about the Veterans and their families and encouraged everyone to stop by the American Legion Post 120. Remember the families as well as the Veterans.

Commissioner Penny stated he had the opportunity to go into the city's Building Department and see all the building permits and it's exciting. There's a lot of good things

happening in our city. Thanked Mr. Patrick for coming into Holly Hill and investing in our city to purchase and build on the vacant lot on Burleigh Avenue. It's exciting to see the Kid City Daycare come to Holly Hill; there's just a lot of good things happening. The exercise Fitness Court at Sunrise Park will be completed on Friday.

Mr. Forte stated it should be completed by this weekend. The city isn't going to host the Grand Opening until March 30th. Staff is working on the public relations for that.

Commissioner Penny stated reminded everyone about the Holly Hill Arts Festival coming here on April 6 - 7, 2019 in front of City Hall. Encouraged everyone to come out and support that.

D. Mayor's Comments

Mayor Via thanked Commissioner Danio for honoring American Legion Post 120 tonight for the Positivity Award and next month it will be Commissioner Johnson's turn and the invocation as well. Mayor Via stated that he will be attending his IEMO III training this coming weekend and hopefully he can bring some good ideas from that. On March 7th there is a Neighborhood Watch meeting at Sica Hall, which they have every month on the first Thursday of the month, and this one on the 7th is a special one because the City Commission has publicly noticed it that they will be in attendance and some discussion on the Half Cent Sales Tax and the city's infrastructure plans will be presented to get public input. This isn't going to be a venue where the Commission really speaks about it. We will be there to listen and to get feedback. The potluck starts at 6:00 PM and the meeting begins at 7:00 PM. If you want to come and eat, bring a dish or come by at 7:00 PM for the meeting. He thanked the Knight House Council from the Holly Hill K-8 School for attending the meeting tonight.

12. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: March 12, 2019
FROM: John McKinney
SUBJECT: A Resolution of the City Commission of Holly Hill, Florida,
Establishing Participation in the Senior Management Service
Class; Providing for Authority to the City Manger for
Implementing Administrative Actions; and Providing for
Scrivener's Errors, Conflicts; Providing for Severability; and
Providing an Effective Date.
NUMBER: 2019-R-22
APPLICANT:
PLANNER:

DISCUSSION:

The voters at the General Election on Tuesday August 28, 2018 voted to eliminate the Civil Service Act within our Charter. It was determined that with the creation of the Human Resources Division and the establishment of employee union contracts, the Civil Service Act is no longer utilized for the hiring, promoting, oversight or discipline of City's employees. Repealing Civil Service will allow the City to continue to hire, promote and discipline according to the City's adopted Personnel Rules and Regulation. This change in the Civil Service Act also allows for the City to participate in the State of Florida Senior Management Service Class pension a part of the Florida Retirement System. This would include the Assistant City Manager / Finance Director, Community Development Director / City Planner, Public Works Director / City Engineer and Human Resources Manager. This is an additional tool for the City Manager to hire, promote and retain senior management of the City.

As required by the State of Florida a Public Notice of the City of Holly Hill's intent was published in the Daytona Beach News Journal on Saturday February 16th and Saturday February 23rd. The effective date for those designated for Senior Management Service Class would be for all service after April 1, 2019.

FISCAL ANALYSIS:

The estimated cost of this change for Fiscal Year 2018 - 2019 is \$35,074 and would require a mid-year budget amendment.

STAFF RECOMMENDATION:

Staff recommends approval of this Resolution establishing a Senior Management Service Class.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE ESTABLISHING A LIST OF DESIGNATED POSITIONS IN THE FLORIDA RETIREMENT SYSTEM (FRS) SENIOR MANAGEMENT CLASS OF THE CITY OF HOLLY HILL AND PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS.

ATTACHMENTS:

- FRS _ Legal AD (PDF)

Resolution No. 2019-22**A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature has established a separate class of membership within the Florida Retirement System to be known as the "Senior Management Service Class"; and

WHEREAS, participation in the Senior Management Service Class shall be designated by the City Commission of the City of Holly Hill, Florida as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill had previously designated the City Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill now designates the additional positions of the Assistant City Manager / Finance Director, Public Works Director / City Engineer, Community Development Director / City Planner and Human Resources Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission of the City of Holly Hill designates the following positions as the Senior Management Service Class: City Manager, Assistant City Manager / Finance Director, Public Works Director / City Engineer, Community Development Director / City Planner and Human Resources Manager.

SECTION 2. COMMISSION APPROVAL. The City may designate these positions for inclusion in the Senior Management Service Class of the Florida Retirement System, provided that the intent to designate the positions for inclusion in the class shall be published once a week for two (2) consecutive weeks in the local newspaper of jurisdiction. For those now designated it would be for all service performed effective April 1, 2019.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution.

SECTION 4. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of MARCH, 2019.

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 2319437

in the Court,
was published in said newspaper in the issues.....

FEBRUARY 16, 23, 2019

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

.....
Irene Zucker

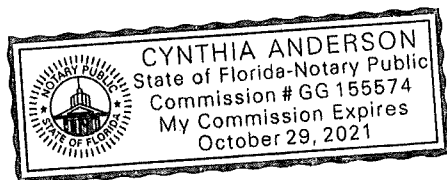
Sworn to and subscribed before me

This **25TH** of **FEBRUARY**

A.D. 2019

.....
Cynthia Anderson

49D



Attachment: FRS _ Legal AD (2019-R-22 : Establishing Participation in FRS Senior Management Class)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

6.1

MEETING DATE: March 12, 2019
FROM: John McKinney
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with Charter Communications Operating, LLC to Install and Maintain the VOIP Phone Solution Per RFP 19- IT-10, and Authorizing E the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-23
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued a Request for Proposal (RFP) to seek a qualified contractor to provide a turnkey Hosted - Voice over Internet Protocol (VOIP) phone solution that includes services, materials, equipment, implementation and transitioning services from the City's existing multiple telephone systems into one unified telephone system. The solicitation was RFP 19-IT-10 for VOIP Phone Solution and thirteen firms submitted. The evaluation committee found that five firms met all of the requirements of the solicitation.

1. Ambit Solutions
2. Century Link
3. Morse Communications
4. Refresh Telecom
5. Spectrum Enterprise

The Evaluation Committee met on Tuesday, February 5, 2019 at 10:00 a.m. in a properly noticed public meeting and reviewed the qualification of the submitting firms. They decided to further short list the firms to three to have the companies present their solution to the committee. The three short listed companies were:

1. Century Link
2. Refresh Telecom
3. Spectrum Enterprise

The Evaluation Committee met on Tuesday, February 12, 2019 at 9:00 a.m. in a properly noticed public meeting to hear three presentations and make a final selection. The Evaluation

Committee upon final review find that Spectrum Enterprises provides that most comprehensive solutions for the City.

FISCAL ANALYSIS:

The five year projected cost for this solution is estimated at \$154,632 and is budgeted in 501-8110-580.64-00.

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to issue a purchase order to Spectrum Enterprises per the terms and conditions of RFP 19-IT-10 and sign all necessary agreements.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE AGREEMENT WITH CHARTER COMMUNICATIONS OPERATING, LLC TO INSTALL AND MAINTAIN THE VOIP PHONE SOLUTION PER RFP 19-IT-10 AND AUHTORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPECTRUM ENTERPRISES PER THE TERMS AND CONDITIONS OF RFP 19-IT-10 AND EXECUTE ALL NECESSARY AGREEMENTS.

ATTACHMENTS:

- Spectrum 180530 Enterprise Service Agreement Redline (PDF)
- RFP 19-IT-10 Spectrum (PDF)
- RFP 19-IT-10 VOIP Phone Solution Group Final Ranking(PDF)
- RFP 19-IT-10 VOIP Phone Solution Group Grading (PDF)

Resolution No. 2019-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH CHARTER COMMUNICATIONS OPERATING, LLC TO INSTALL AND MAINTAIN THE VOIP PHONE SOLUTION PER RFP 19- IT-10, AND AUTHORIZING E THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH CHARTER COMMUNICATIONS OPERATING, LLC TO INSTALL AND MAINTAIN THE VOIP PHONE SOLUTION PER RFP 19-IT-10, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill issued RFP 19-IT-10 VOIP Phone Solution to install and maintain telecommunications within the City; and

WHEREAS, Due to the condition of the current phone system replacement is required to maintain service life and technology advancement; and

WHEREAS, the City of Holly Hill desires to start a ten year agreement; and

WHEREAS, Charter Communications Operating, LLC herein known as Spectrum will perform the necessary installations and maintenance per the terms and conditions of RFP 19-IT-10 VOIP Phone Solution; and

WHEREAS, City staff recommends approval of the award to Spectrum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill, Florida does hereby approve the agreement with Spectrum to perform the installation and maintenance of the city VOIP Phone Solution.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with Spectrum to install the VOIP Phone Solution.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of MARCH, 2019.

SPECTRUM ENTERPRISE SERVICE AGREEMENT

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

Spectrum Sales Support Contact Information

Spectrum Account Executive:
Office: Mobile:

Customer Information

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

Agreement

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

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

COMMERCIAL TERMS OF SERVICE

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

GENERAL

1. **SERVICE AGREEMENT TERM.** The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").
2. **SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").
3. **ORDER TERM.** The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.
4. **AVAILABILITY OF FACILITIES.** Customer understands that certain Services may not be available in all Spectrum service areas and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as poles, attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.
5. **SERVICE LOCATION ACCESS AND INSTALLATION.**
 - (a) **Access.** Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.
 - (b) **Installation Review.** Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.
 - (c) **Site Preparation.** Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

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

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

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

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

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

6. EQUIPMENT.

- (a) **Equipment Responsibilities and Safeguards.** Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.
- (b) **Customer Security Responsibilities.** Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchange (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 Location, Spectrum Equipment, or connection to the Spectrum Network.

- (c) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

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

- (a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.
- (b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

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

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

- (d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.
- (e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.
- (f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices when due. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
- (g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:
- 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.
 - Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.
8. **ADMINISTRATIVE WEB SITE**. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.
9. **SUPPORT**. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware or software for the use of Spectrum Service or third-party services.

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

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

- (a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.
- (b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.
- (c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s) including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems software, data, or other copyright or patent protected material.
- (d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or other Services. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.
- (e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
- (f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

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

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

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

- (a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").
- (b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange; or (iii) after entering into such Service Order, Spectrum learns that the costs to deliver the Services to the Service Location shall require a material increase in the Service Charges and Customer does not agree to pay such additional Service Charges by executing a revised Service Order.
- (c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.
- (d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Service: if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

- (e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.
- (f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

- (a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.
- (b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.
- 15. INDEMNIFICATION.** Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:
- (a) Customer's use or misuse of the Service,
 - (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
 - (c) personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.
- Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

- 16. COMPLIANCE WITH LAWS.** As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance or removal of the Services, facilities or equipment.
- 17. REGULATORY CHANGES.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.
- 18. ARBITRATION.** This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.
- (a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.
- (b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

- (c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.
- (d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.
- (e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:
- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
 - ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
 - iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- (a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively, "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.
- (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.
- (c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

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

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

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

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

22. MISCELLANEOUS.

- (a) **Entire Agreement.** This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.
- (b) **Signatures; Electronic Transactions.** This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.
- (c) **Order of Precedence.** Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.
- (d) **No Assignment or Transfer.** Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliate, controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by any affiliate, as well as by Spectrum or its subcontractors.
- (e) **Severability.** If any term, covenant, condition or portion of this Service Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.
- (f) **Force Majeure.** Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

- (g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated no later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any right hereunder nor the right to require performance of obligations by either of the Parties.
- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum any waiver must be in writing.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A

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

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

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

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

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, verify the estimated viewing occupancy, or . If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service .
6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

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

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
 - A. Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
 - B. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
10. SpectrumU Service. SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").
 - A. Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
 - B. Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
 - C. Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

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

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

DESCRIPTION OF SERVICES:

Voice Services:

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

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

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

Spectrum Hosted Communications Services:

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

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

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

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

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

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

1. Availability of Facilities and Service Modifications:

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

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

2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

- a. Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.
- b. Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. Spectrum may supply Customer with a battery backup for use in the event of a non-network related outage. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.
- c. Security Systems. Although Spectrum will supply a connection that will allow the operation of Customer's existing security system, Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact their security system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. In addition, it is Customer's responsibility to test their system on a regular basis. Spectrum does not represent that Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In addition, Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station, and will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.
 - a. Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).
 - b. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).
 - c. Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.
5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.
6. 911 Services:
 - a. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.
 - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

- c. Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.
 - d. In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
 - e. Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.
 - f. CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.
7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.
8. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments and/or lines.
9. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.

10. **Customer Equipment:** Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.
11. **CPNI:** Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer-specific references, even if CPNI was used as a basis for such information.
- Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.
 - Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
12. **Directory Listings:** Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.
- IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.
13. **Minute Packages:** If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com> (or successor URL).

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

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

15. Call Redirect: If a PRI Service, SIP Trunking Service, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
16. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.
17. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

Attachment C

Fiber Internet Access Service (“FIA Service”)

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

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

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

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <http://http://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. Supplemental Managed Services. This subsection shall only apply if Customer purchases Spectrum’s supplemental “Managed Services.” The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties and may be subject to additional terms and conditions. Spectrum may update the Desktop Security Service (as described in Attachment E) from time-to-time based on manufacturer-provided updates. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICES, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER’S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER’S OR ANY END USER’S EQUIPMENT OR ACCESS TO OR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER’S OR ANY END USER’S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM’S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

Attachment D

Ethernet Service (“Ethernet Service”)

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

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

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

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

Attachment E

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

Spectrum Business High-Speed Internet 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.
 - a. 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.

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.

- b. **Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
- c. **Cookies.** Customer may access their Spectrum email account at www.spectrumbusiness.net or by using the Customer's software application (e.g., Outlook, Outlook Express, and Apple Mail). When accessing email at www.spectrumbusiness.net, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
6. **Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
8. **Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.
- The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network which information shall include but not be limited to device identifiers, device name, device type, applications and protocols connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or other customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.
9. **Spectrum Business WiFi Hotspot.** Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.
- a. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.
- b. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:
- 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.
 - 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.
 - 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.
 - 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.
 - All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").
- a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.
 - b. Content Liability and Use Restrictions. Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:
 - i. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
 - ii. Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
 - iii. Hosting of unlicensed software.
 - iv. Use of software or files that contain computer viruses or files that may harm computers.
 - v. Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
 - vi. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
 - vii. Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
 - viii. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
 - ix. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
 - c. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.
 - d. Specification Limitations. Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.
 - e. Limitation of Spectrum-provided Services. Certain services are not provided by Spectrum as part of the Hosting Service (e.g. Spectrum does not provide nor offer webpage creation, development, design or content services).
 - f. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.
11. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.
12. Cloud Backup Service.
- a. Spectrum is not the manufacturer or supplier of any Cloud Backup Service software components. Customer shall be responsible for updating Cloud Backup Service from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Spectrum from any responsibility to ensure that Cloud Backup Service remains operational.

- b. Customer understands and acknowledges that (1) it is Customer's sole responsibility to create and retain the Cloud Backup Service password that is necessary for access to any data stored via the Cloud Backup Service and (2) Spectrum has no access to and does not know nor keep any record of the password created by Customer. Failure by Customer to retain Customer's Cloud Backup Service password shall result in complete loss of accessibility to data stored via the Cloud Backup Service.

Attachment F

Managed WiFi Service (“Managed WiFi Service”)

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

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

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

EDUCATION

Spectrum Enterprise

Proposal for Hosted Voice Solution **ORIGINAL**

Request for Proposal for VOIP Phone Solution
RFP No. 19-IT-10

Presented To:

The City of Holly Hill
Attn: Jonathan McKinney, Finance Director
1065 Ridgewood Avenue
Holly Hill, FL 32117
jmckinney@hollyhillfl.org

Presented by:

Stephanie Roberts
Strategic Account Manager
Government & Education
485 N. Keller Road
Maitland, FL 32751
(407) 415-8083
Stephanie.Roberts@charter.com



Table of Contents

Tab I – Respondent’s Profile and Submittal Letter	1
Executive Summary	3
Tab II – Corporate Experience and Capacity	5
About Us	5
Company Profile	6
Spectrum’s Response to the City of Holly Hill	13
Exhibit A – Specifications for VOIP Phone Solution	14
Technical Solution	18
Voice Methodology	19
Survivability	20
Network Diagram	21
Hosted Voice Handsets	21
Customer Portals	22
User Portal vs. Tech Admin Portal	22
User Portal	22
Administration Portal	23
Implementation	27
Implementation Plan	27
Communication Plan	27
Training Plan	28
Paid Training	28
Free Training	29
Program Management	30
Operational Support	34
Network Management	35
Tab III – Customer Listing	36
Experience Providing Service	36
Tab IV – Acceptance of Conditions	37
Spectrum Exception Chart	37
Tab V – Documents	69
Tab VI – Required Form Submittals	70
Proposer Check List	70
Conflict of Interest Affidavit	71
Proposers Qualification Form	72
Declarations Statement	74

Insurance Requirements	75
Drug Free Workplace Program Certification	77
Non-Collusion Affidavit of Prime Qualifier	78
Acknowledgements	79
Compliance with the Public Records Law	81
References Form	82
Public Entity Crimes Statement	83
Vendor Information	85
W-9	86
Addenda and Addendum Acknowledgement Forms	87
Tab VII – Price Proposal Form	94
Pricing Notes	96
Tab IX – Appendix	98
Case Studies	98
Product Information	108
Hosted Voice	108
Hosted Call Center	115
Hosted Voice Hardware	117
Hosted Communications Technical Specifications	119
Hosted Communications Training	121
Hosted Communications Service Level Agreement	123
Business Continuity and Network Diversity Services	127
Spectrum Risk Assessment Policies	129
Proof of Insurance	133

TAB I – RESPONDENT’S PROFILE AND SUBMITTAL LETTER

Tuesday, January 29, 2019

Presented To:

The City of Holly Hill
Attn: Jonathan McKinney, Finance Director
1065 Ridgewood Avenue
Holly Hill, FL 32117
jmckinney@hollyhillfl.org

Dear Mr. McKinney:

Spectrum Enterprise (“Spectrum”) is pleased to submit the enclosed proposal in response to your RFP for VOIP Phone Solution, RFP No. 19-IT-10. Our response demonstrates Spectrum’s ability to provide network solutions that will enable the City of Holly Hill (“City”) to meet all of its technology needs.

Spectrum is committed to providing the City with voice services necessary to meet its current and future technology needs. Spectrum provides advanced broadband services to more than one million Government, Education and Business customers across 41 states, and we are one of the largest Ethernet providers in the country and the largest provider in the major US cities we serve.

Partnering with Spectrum provides the foundation to open opportunity, drive innovation and deliver exceptional experiences. Spectrum’s advanced technology and product innovations address customer’s growing demands for increased bandwidth, scalability, reliability and mobility. Spectrum is committed to delivering industry-leading client service and support.

Thank you for the opportunity to submit this response to your RFP. We look forward to the opportunity to review our proposal with you in detail and to implement the recommendations we are making. Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

Stephanie Roberts

Stephanie Roberts
Strategic Account Manager
Government & Education

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

Attachment: RFP 19-IT-10 Spectrum (2019-R-23 : RFP 19-IT-10 VOIP Phone Solution - Charter Communications Operating, LLC)

Legal Disclaimer and Summary

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

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

Executive Summary

Spectrum Enterprise ("Spectrum"), the commercial brand of Charter Communications, Inc. is pleased to provide this response illustrating our ability to provide the City with Hosted Communications services. We take pride in being an innovative resource for government organizations and communities. Our reliable and economical service is a natural fit with your mission to assure that Hilton Head Island is and remains a high quality community that exceeds the expectations of its residents and visitors.

Unsurpassed Expertise and Customer Support

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

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

- ▶ **Strategic Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Strategic Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Client Services Manager:** your point of contact for advanced billing and support needs
- ▶ **Enterprise Technical Support:** a team of professionals available 24/7/365 to answer questions/ resolve your technical issues
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

Spectrum's Solution Overview

Spectrum has designed a complete Unified Communications and Hosted Voice (UC/HV) solution to meet the City's requirements as specified in Exhibit A - Specifications for Voice Over Internet Protocol (VOIP) Phone Solution that includes the following design elements:

- ▶ Complete turn-key solution for the City's Hosted Voice communications network, including:
 - ▶ A single provider, Unified Communications and Hosted Voice (UC/HV). No third party fiber providers involved.
 - ▶ Dedicated and secure data connection over our **Privately-Owned, All Fiber** network
 - ▶ Industry leading Service Level Agreements (SLAs)
 - ▶ High Definition (HD) voice equipment, featuring Polycom and Panasonic IP Phones
 - ▶ Leading edge technology and automatic upgrades
 - ▶ Full IT support and collaboration

- ▶ Full redundancy in the Enterprise Solutions Cloud
- ▶ Unlimited long distance calling to all states and territories and over 50 of the countries called most often by businesses worldwide.
- ▶ Complete maintenance and support of the Spectrum Hosted Voice system as defined in this response through the term of the agreement

It is important to note with these design elements when comparing this solution to other vendor proposals that may include:

- ▶ additional charges for maintenance and support vs. Spectrum's all-inclusive solution
- ▶ Internet-Based (over-the-top) transport of voice data vs. Spectrum's secure data transport over a private, dedicated, all-fiber network
- ▶ Separate charges for data vs. Spectrum Hosted Voice solution which supplies all private bandwidth required to deliver your voice service.

The proposed solution includes Spectrum's dedicated, private fiber connections to the City's facilities. This new voice network provides enhances the City's strategic plans by making Enterprise-Class Voice Services readily available to support future objectives and requirements.

Please see the Technical Solution section below for detailed information on Spectrum's solution.

TAB II – CORPORATE EXPERIENCE AND CAPACITY

About Us

Charter Communications (NASDAQ:[CHTR](#)) is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. Spectrum's broad portfolio includes Internet access, Ethernet access and networks, Voice, and TV solutions and extends to Managed IT solutions including Application, Cloud Infrastructure and Managed Hosting Services offered by its affiliate, Navisite. Our industry-leading team of experts work closely with clients to achieve greater business success by providing these right fit solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Much of our growth has been achieved through continued development and the launch of new innovative services. Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 25 million residential and business customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 90,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).

Company Profile



Charter Communications (NASDAQ: CHTR) is America's fastest growing TV, internet and voice company. We're committed to integrating the highest quality service with superior entertainment and communications products. Charter is at the intersection of technology and entertainment, facilitating essential communications that connect more than 25 million residential and business customers in 41 states. Our commitment to serving customers and exceeding their expectations is the bedrock of Charter's business strategy and

it's the philosophy that guides our 90,000 employees.

Charter is currently the second largest cable provider in the United States. The company has achieved growth through innovation and acquisitions of cable properties, most recently completing transactions with Time Warner Cable and Bright House Networks.

The Charter name comes from the founding of Charter Communications, Inc. in 1993 and, while the company has grown and evolved on many levels over the past two decades, our roots take us all the way back to the early days of cable. What started as mom-and-pop businesses with cable strung from hilltops to homes in the late 1940s has evolved into the dynamic cable industry we know today.

- 1948 - First cable systems are founded
- 1951 - The National Cable & Telecommunications Association (NCTA), the principal trade association for the U.S. cable industry, is founded
- 1964 - Newhouse begins operating cable systems with the purchase of its first system in Alabama, branding it NewChannels
- 1973 - Warner Communications forms Warner Cable
- 1979 - Newhouse forms second cable company, MetroVision, in partnership with former Cox executives
- 1981 - Newhouse adds Vision Cable to cable assets
- 1989 - Time Warner Inc. forms through merger of Warner Communications and Time Inc.
- 1992 - Warner Cable and American Television & Communications (ATC) combine to form Time Warner Cable
- 1993 - Charter Communications, Inc. is founded and acquisitions of cable systems across the country begin
- 1994 - Time Warner Entertainment and Advance/Newhouse form cable partnership
- 1998 - Microsoft co-founder Paul Allen buys a controlling interest in Charter

- 1999 - Charter begins trading publicly on the NASDAQ stock exchange under symbol CHTR
- 2001 - Charter earns spot on Fortune 500
- 2003 - Advance/Newhouse begins operating Bright House Networks with approximately 2.2 million customers in Alabama, California, Florida, Indiana and Michigan
- 2007 - Time Warner Cable begins trading publicly on the NYSE
- 2009 - Charter completes financial restructuring under chapter 11, emerging as a stronger company under new equity ownership
 - Time Warner Cable separates from Time Warner Inc.
- 2012 - Thomas M. Rutledge is appointed President & CEO of Charter
- 2013 - Charter gains Liberty Media as an investor and announces Spectrum brand
- 2016 - Charter, Time Warner Cable and Bright House Networks combine to form larger, stronger Charter

Quality Products and Services

Superior, reliable, consistent services that deliver value – that’s our focus. Over the years, Charter has invested billions of dollars in infrastructure improvements, unleashing the power of an advanced, two-way, fully interactive fiber network. By moving to this all-digital network, today’s Charter customers enjoy the most HD TV channels, more On Demand choices and the fastest internet speeds.

Charter delivers a wide range of TV, internet and voice services to residential and business customers through the Spectrum brand.



- Spectrum TV offers more HD than any other provider, DVR service and instant access to thousands of On Demand choices, many in HD. Watch live TV anywhere in the home or download movies and shows to go on mobile devices with the Spectrum TV App or take TV Everywhere with over 60 channel apps to watch on the go.
- Spectrum Internet provides the fastest Internet speeds available starting at 60 Mbps (100 Mbps in some markets). With Spectrum Internet, customers can simultaneously stream videos, download music and more without sacrificing performance. Charter provides free modems and the fastest, most powerful in-home WiFi to do more on more devices. And because Charter doesn’t limit internet with data caps or extra fees, customers always have the freedom of unlimited internet service.
- Spectrum Voice is a fully featured, reliable service with unlimited local and long-distance calling plans that include voicemail and other popular calling features like

call waiting and call forwarding. Serving approximately 10 million voice customers, Charter is among the largest providers of residential phone service in the nation.

- Spectrum Business helps small businesses achieve better results by delivering reliable Internet, Ethernet, Voice and enhancement solutions. Spectrum Business customers enjoy a wide range of products – from high-quality broadband services to phone systems and top-tier digital TV and music – all flexible to meet the demands of growing businesses.
- Spectrum Enterprise Solutions builds business-to-business solutions with a people-to-people focus, providing the bandwidth and support customers need to accelerate business. Charter's largest customers enjoy enterprise-grade voice, video, data, network, cloud and managed services via a flexible and secure fiber-based network.
- Spectrum Community Solutions provide customized, managed WiFi, TV and voice services to residential apartments and other multi-dwelling units via fiber connections. Spectrum Fiber WiFi delivers the fastest, most powerful connection with more bandwidth and no data caps.
- Spectrum Reach, the advertising sales division of Charter, offers traditional commercial advertising and new interactive solutions for the modern media landscape. Spectrum Reach offers promotional solutions through national cable networks, internet advertising, mobile marketing and events supported by marketing, research and creative services teams.

Commitment to the Community



Charter employees are passionate about giving back to the communities in which they live and work.

Charter our Community is Charter's national philanthropic initiative, providing education, resources and financial support to ensure more Americans are able to live in safe and healthy homes, with a goal of improving 25,000 unsafe and unhealthy homes across our service footprint by 2020. Chart our progress – and join us – on this exciting journey by visiting the Charter

our Community website to see how our employees are improving communities and impacting lives.

Charter recognizes the central role broadband plays in our daily lives and the economic challenges faced by many Americans; as such, the company plans to launch an industry-leading broadband service for low-income customers. Charter's industry-leading broadband offering will provide substantial benefits for underserved low-income families and senior citizens by delivering fast speeds that exceed the FCC's definition of high-speed broadband, and more than triple the fastest speed currently offered by comparable programs.

Financial Stability

Spectrum Enterprise also means financial stability. Spectrum Enterprise has the financial resources and the strategic commitment to maintain and grow its network and support services in step with our customers' growing needs. Charter Communications current Earnings Release and other relevant financial results are available at <http://phx.corporate-ir.net/phoenix.zhtml?c=112298&p=irol-reportsannual>.

Spectrum Enterprise			
			
Dense Fiber Reach Nationwide	Next Generation Technology & Expertise	Committed to Quality	Award Winning Industry Leader
• \$2B+ annual revenue • 32 Metros across 41 States • 175,000 fiber-lit buildings • 230,000+ fiber route miles	• Fiber, cloud and IT infrastructure solutions and managed services • 800+ IT Certifications • 20 years of managed services	• One Team = One Experience • Unparalleled SLAs • Self-Service online portals • Network Operations Center	• 2017 Analyst Award winning Ethernet • 3rd Largest US Ethernet Provider • CRN Coolest Cloud Vendor

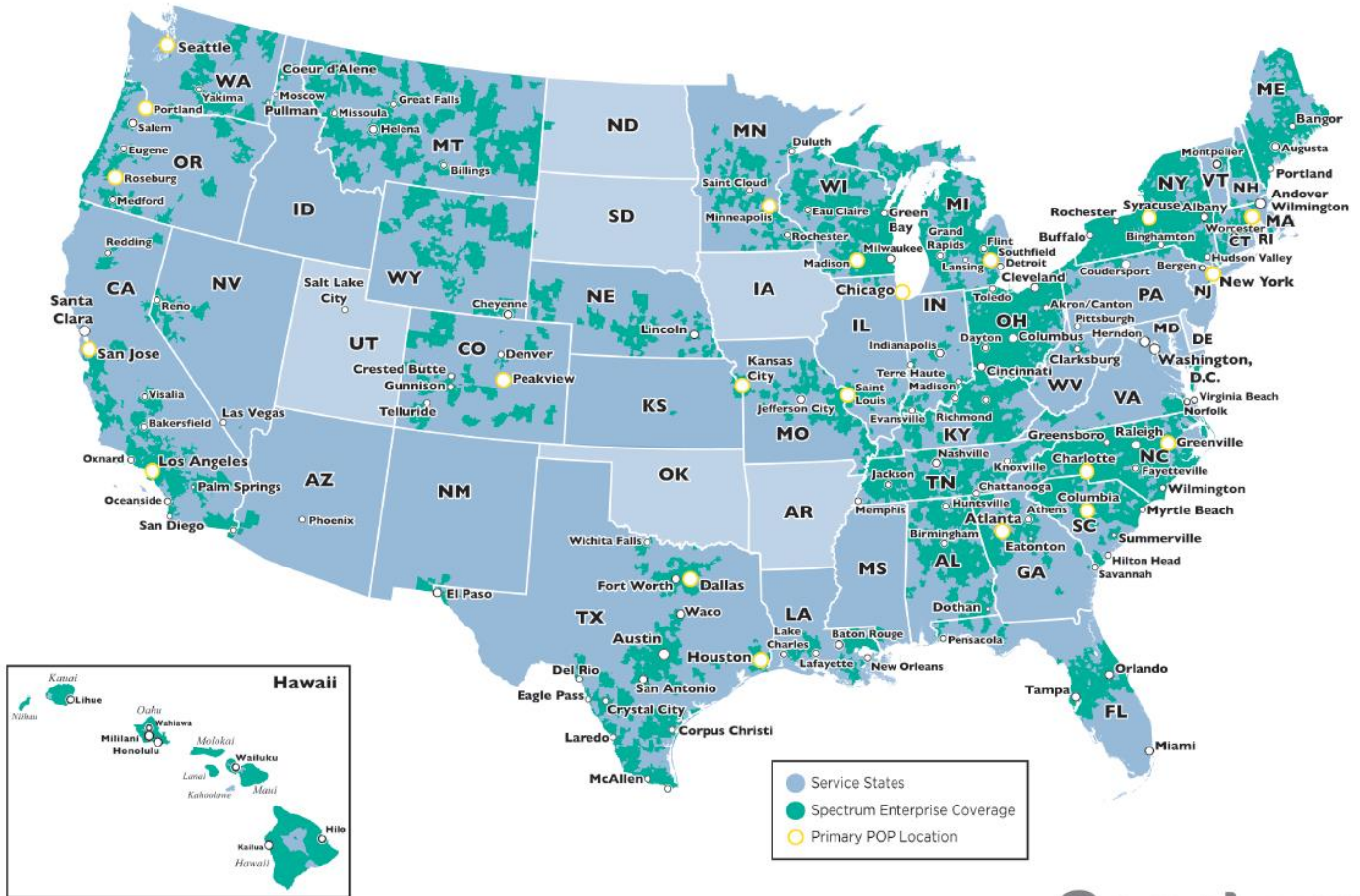
We know that our technology can have a meaningful impact

That's why we are investing \$1B+ to bring opportunity to our cities and communities

Spectrum Enterprise Clients			
 360+ Libraries	 1,400+ School Districts & Consortiums	 31,000 Physicians Practices	
 275 Universities & Colleges	 230,000+ Fiber route miles	 175,000+ Fiber-lit Buildings	 340 Hospitals
 23.6M K12 Students Supported	 15,000+ Hotels	 8,500 Clinics	

6 | Charter: Confidential

Spectrum Enterprise National Coverage Map



©2016 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice. Data accurate as of Oct 2016

ENGINEERING QUALIFICATIONS

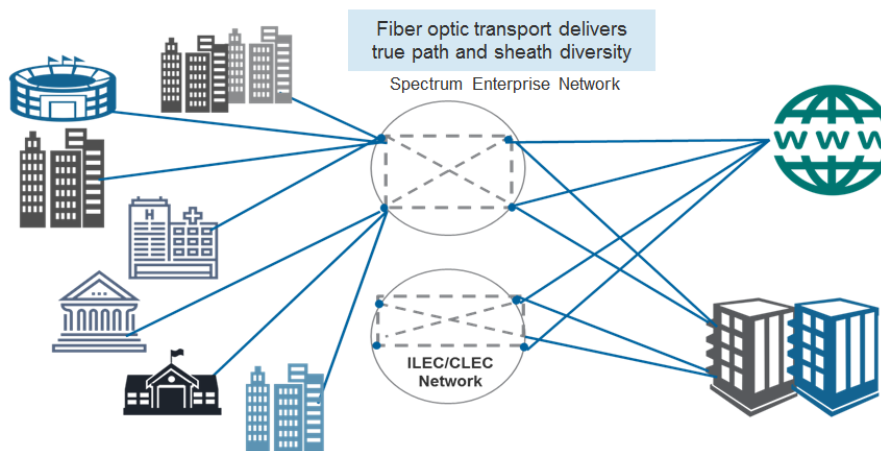
Ethernet Leaderboard

- Third largest provider of Ethernet in the US
- MEF CE 2.0 certified
- Complete bypass of local Bell Central Offices
- Fully protected, carrier grade ring topology in our networks
- True Ethernet – No TDM bonding
- Scalable Bandwidth – Not 'locked' into TDM channels (T-1's, DS-3's, OC3, OC12, etc.)

	VERTICAL SYSTEMS GROUP	LEADERBOARD
YEAR-END 2016	U.S. CARRIER ETHERNET SERVICES	
RANK	ETHERNET PROVIDERS	
1	AT&T	
2	Level 3	
3	Spectrum Enterprise	
4	Verizon	
5	CenturyLink	
6	Comcast	
7	XO	
8	Windstream	
9	Cox	
CHALLENGE TIER <i>(in alphabetical order)</i>		
Altice USA, Cogent, Sprint, Zayo		
www.verticalsystems.com		

Engineered for availability

How our route diversity keeps you connected



Unparalleled Route Diversity

- Diverse building entrance / POE from other Telcos
- Diverse last mile / fiber network / HUBs vs POPs
- Ability to provide a physically diverse route, if needed.

Account Management

Upon award, a Client Services Manager (CSM) may be assigned as a dedicated resource for the City's account with Spectrum.

The Strategic Account Manager (SAM) and Client Services Manager (CSM) will build and maintain the customer relationship and will provide answers to any customer concerns. They are familiar with a variety of industry concepts, practices, and procedures. The SAM and CSM rely on experience and judgment to plan and accomplish the City's goals.

During quarterly reviews with the City, the Spectrum Dedicated Account Team will go over the City's account details, including services and billing, Monthly Recurring Charges (MRC) cost, and circuit ID (CID) (for fiber). Spectrum's approach is to have a minimum of one in-person meeting, quarterly, to review active services, billing issues, network performance, review outages, and ticket history.

Should billing incidents occur, the SAM and CSM will advocate for the City by escalating to Spectrum Billing to bring resolution as quickly as possible and provide updates to the City at every juncture of the incident escalation process.

The Sales Engineer (SE) will qualify the technical requirements to fit the proposed solution. The SE will ensure that the equipment can be integrated into the customer's network. They provide strong customer relations and communication skills, applying technical knowledge and policies in direct support to customers with knowledge of commonly used concepts, practices, and procedures for the cable industry.

If a customer has multiple locations throughout the Charter Communications footprint, a national account team is available to assist the enterprise customer. The national account team also offers flexible billing options including a consolidated invoice for multiple service offerings (teleworker and branch office connectivity, and advanced fiber services). This team is an extension of the local divisions and is fully integrated for ordering, provisioning and support.

Spectrum Enterprise has an account team in place and is ready to support the District.

Strategic Account Manager

Stephanie Roberts

(407) 415-8083

Stephanie.Roberts@charter.com

Sales Engineer

Erik Suarez

(407) 215-8914

Erik.Suarez@charter.com

Sales Manager

Sean Fleming

(813) 302-0024

Sean.Fleming@charter.com

Sales Engineer Manager

Jennifer Sardonini

(407) 450-1024

Jennifer.Sardonini@charter.com

Spectrum Customer Care provides customers with the support they need to get the most out of their communications services. From billing questions to technical issues, customers have a number of support options available to get issues and questions resolved quickly.

Spectrum's Response to the City of Holly Hill

Spectrum is pleased to submit this formal proposal for Unified Communications and Hosted Voice Services to the City. On the pages to follow, Spectrum has responded to your RFP and addressed each requirement to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for you.

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

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

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

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

Exhibit A – Specifications for VOIP Phone Solution

EXHIBIT “A”

Spectrum understands and complies with all requirements except as noted below.

SPECIFICATIONS FOR VOICE OVER INTERNET PROTOCOL (VOIP) PHONE SOLUTION

1. OBJECTIVE

The City of Holly Hill, Florida, is requesting proposals from experienced firms who are interested in providing a turnkey Hosted - Voice over Internet Protocol (VOIP) phone solution that includes services, materials, equipment, implementation and transitioning services from the City’s existing Cisco telephone systems into a cloud based telephone system. Voice is currently supplied by Spectrum. Proposals shall include terms that provide the City with pricing for Equipment, Materials, Professional Services, Manufacturer’s Warranty, Maintenance, Support and Licensing. The solution costs shall be all inclusive and broken down between startup costs, individual equipment costs by model, monthly services costs, annual costs and costs associated with a 5-year lease (if applicable). Costs to maintain the system after the 5-year initial period (years 6-10) shall be included in the proposal.

Spectrum understands and has complied.

2. LOCATION OF SERVICES

- I. City Locations, Departments and Existing Lines (subject to change)
 - a. City Hall, 1065 Ridgewood Ave, Holly Hill Florida
 - i. Police Department
 1. 19 phone lines
 - ii. Administrative Services
 1. 25 phone lines
 - b. Fire Department, 1020 Daytona Ave, Holly Hill FL
 - i. Administration
 1. 8 phone lines
 - c. Public Works, 453 LPGA Blvd, Holly Hill FL
 - i. Administration
 1. 6 phone lines
 2. 1 Outdoor ringer for one phone line
 - ii. Water Department
 1. 2 phone lines
 - iii. Waste Water
 - Department 1. 2 phone lines

iv. Garage

1. 4 phone lines

Spectrum understands.

II. Existing Network

The City will utilize existing POE switches manufactured by Cisco. The model numbers include WS-C3560CX-8PT-S, WS-C3650-24PS-S, WS-C3650-24TD-S, WS-C3650-48TD-S, WS-C3560V2-24PS and WS-C3560X-24P. Spectrum is the City's internet service provider with a bandwidth of 100Mbps. The internet access points are located at City Hall, 1065 Ridgewood Ave, Holly Hill FL. Ethernet drops are available at each identified phone location. All locations connected via our own private multi-mode fiber.

Spectrum understands, however, please note the following:

All City owned switches supplying connectivity to a handset must support the following:

- 802.1Q VLAN tagging
- 802.1Q trunking
- 802.1p Quality of Service
- A minimum of 100 Mbps port speeds (preferred 1000 Mbps)
- LLDP
- Voice VLAN
- PoE standard 802.3af-2003 (preferred PoE standard 802.3at-2009)

III. VOIP Phone Solution Proposal Requirements (outline additional features)

- Porting of existing numbers, 100 DID's.
- Vendor to create call groups and auto attendant menus.
- Administrator can assign extensions.
- Ability to establish call groups.
- Paging, the ability to press a button or dial a number and broadcast an announcement system wide.
- Provide a failover solution during a system outage.
- Enterprise voice mail services.
 - Voicemail to email transcription. City utilizes G-Suite from Google for email services.

Voicemail to email transcription is not supported by the current Spectrum Hosted Voice product. Alternatively, an email can be sent with an attached .wav file of the voicemail.

- Ability to forward voicemails.
- Ability to play, rewind, fast forward through voicemail.

Available as a .wav file as stated above.

- Call Center functionality with capabilities fully explained in the proposal.
- Play recorded message prior to distributing call (call recorded for quality assurance purposes).
- Call Group 1 – X individuals in order.
- Overflow to Call Group 2.
- Call queuing – determine how incoming calls are distributed.
- Call coaching tools.
- Call Center Reporting with customizable reporting and analytics (time to answer, number of calls, length of call, etc.)
- Provide ability to record and play announcements to callers on hold.
- Wallboard software (performance monitoring).
- Always on call recording (inbound/outbound) for select lines. On demand recording for all other lines. Minimum 120 days storage for recorded calls.
- Call Accounting/Reporting for all phones.
- Conference calling bridge that will allow up to 15 users on any device to join the conference call.

[Spectrum does not currently have this offering.](#)

- E-911 showing correct physical location of the caller.
- Automated attendant functionality for departments and call centers.
- Hold Music – ability to customize.
- Phones with speakerphones.
- Phones with PC port.
- Phones with noise cancelling.
- Call Forwarding/Follow me call routing.
- Caller ID.
- Call blocking at the user and network level.
- Quality of Service guarantees with penalties.
- Single sign on and LDAP sync.

[Spectrum does not currently support this feature.](#)

- Administrator virtual console.
- Software phone capabilities – via desktop and phone app (ios & android).
- Ability to assign a number to all employees with a physical or virtual phone (total estimate of 80 numbers).

- Bandwidth utilization and inbound/outbound call detail reports.

Spectrum does not offer bandwidth utilization reports for its Hosted Voice services since we provide dedicated bandwidth for all Hosted Voice deployments.

- No third party software.
- Contact Center with 2 administrators and 5 agents.

Please see Spectrum's Hosted Voice and Hosted Call product information below.

Technical Solution

In this RFP, the City is seeking a technology partner to provide a turnkey Hosted Voice over Internet Protocol (VOIP) solution that includes all services, materials, equipment, implementation and transitioning services from the City's existing Cisco telephone system into a cloud based telephone system. Spectrum is proposing a complete and fully managed Unified Communications and Hosted Voice (UC/HV) solution to meet the City's requirements as specified in Exhibit A Specifications for Voice Over Internet Protocol (VOIP) Phone Solution.

With this and future growth as key drivers, Spectrum has designed a tailored solution that we believe best fits the current needs of the City while remaining agile enough to easily scale as the ever changing demands of higher bandwidth increase. As one of the top providers of fiber based services within the Government space, we are very familiar with these growing needs and we are prepared to meet the challenges of growth.

For this solution, Spectrum will build a dedicated fiber circuit to each location. Having dedicated fiber to each site will allow for an added layer of resiliency. Since each site will have its own dedicated fiber circuit, the voice traffic will not be reliant upon the existing private fiber that The City currently has in place between sites. This frees up additional bandwidth on those links to be dedicated to The City's data traffic. Because these new circuits will be dedicated to the Spectrum Voice solution, it avoids using The City's existing Internet bandwidth. Building fiber to all three locations also allows each site to operate independently while still functioning as a single entity.

The City will still maintain the ability to extension dial between sites. This resiliency will help to maintain voice communications to the other locations in the event that one of the sites goes down. Voice communications will not be reliant upon a "Main Site" for voice communications. This solution will also allow for the ability to failover calls in the event that a failure occurs at a particular site. Multiple variations of failover capabilities exist for this product from the main number of a location that receives all calls all the way down to the individual user level.

With The City seeking to utilize their existing LAN infrastructure at each location, it will be the responsibility of The City to ensure that any switches and wiring meet the requirements needed to deploy this hosted solution. Spectrum will assist in identifying these requirements. It is Spectrum's recommendation that all switches in use by the City be updated to the most current software revisions to ensure proper functionality. Spectrum will deploy a single Spectrum managed switch at each location for troubleshooting purposes. In the event that a handset encounters issues registering, receiving calls, ringing, or receiving dial tone, The City will be responsible for verify that the local LAN is not the cause of the issue prior to contacting Spectrum.

All City owned switches supplying connectivity to a handset must support the following:

- 802.1Q VLAN tagging
- 802.1Q trunking
- 802.1p Quality of Service
- A minimum of 100 Mbps port speeds (preferred 1000 Mbps)
- LLDP

- Voice VLAN
- PoE standard 802.3af-2003 (preferred PoE standard 802.3at-2009)
- Disable any Green Ethernet features if enabled.

The City has indicated that a portion of their internal LAN currently utilizes CAT5 and not CAT5e or above. Please note that CAT5 cabling has a limitation of 100Mbps. What this means to The City is that any PC that is directly connected to the back of a phone running over CAT5 will be limited to 100Mbps of throughput. This is not specific to the Spectrum solution. This is a limitation of CAT5 itself and any solution involving CAT5 will have this limitation. In order for a PC to receive the full 1Gbps of local throughput from the back of the phone, all wiring back to the switch will need to be CAT5e or above. Upgrading to CAT5e is not a requirement of the Spectrum solution. We are just making note of this so that The City is aware.

Voice Methodology

Spectrum Enterprise delivers voice traffic differently from other carriers because we own our network end-to-end. Throughout our footprint, we deliver separate, pure, voice-only connectivity - a distinction which sets the Spectrum solution apart from other vendors. This type of delivery method will function independently, remaining free from the restrictions inherent when using the Incumbent Local Exchange Carrier (ILEC).

Your voice system vendor and network provider will be one-in-the-same, providing rapid issue resolution and simple, singular voice and network management - one company with one number to call. The voice traffic between locations will remain completely within the Spectrum architecture. Voice traffic that originates or terminates outside the Spectrum network will be handed off to the appropriate ILEC or carrier via a Private Point of interface (POI).

These interconnections utilize both Session Initiated Protocol (SIP) and Time Division Multiplexing (TDM) providing connectivity to over 19 carriers with over 60,000 trunk connections. Spectrum is able to hand-off traditional 2-wire analog or Hosted IP phone services complete with handsets at each site.

Spectrum Hosted Voice service is a virtual phone system with routing intelligence located in secure, geo-redundant Spectrum hardened data centers. All voice connections are exclusively provided for voice transport only, as a private data network, and are not shared with any other data transport services also provided by Spectrum.

The Spectrum Hosted Voice solution is a fully customized, state-of-the-art, cloud-based PBX system which eliminates the need for legacy PBX hardware or key systems. Spectrum Hosted Voice delivers more functionality than traditional phone systems and/or Centrex lines without the added costs of managing and maintaining an enterprise level PBX. Moving to a Spectrum Hosted Voice solution will enable the City to make a technology upgrade and take advantage of the many new voice features. It will also bring the dependability and flexibility of the Spectrum geo-redundant voice architecture.

Survivability

Survivability is a critical factor in voice and communication solutions. The Spectrum solution looks to this model but takes resiliency a step further. Rather than have survivability dependent on a single core site, each remote site will have the ability to operate independent of the City core facilities while still existing as a single enterprise that allows for extension dialing between all sites.

What this means to the City is that even if the City's core site were to go down for the City, each remote site would still have the ability to make and receive calls. In addition to this, because the core functionality of the voice is hosted within our hardened data centers, Spectrum has the ability to automatically re-route calls over to any other location automatically when a failure is detected.

For this solution, Spectrum will build a dedicated fiber circuit to each location. This dedicated circuit will allow for the survivability as mentioned above. Having dedicated fiber to each site comes with some additional benefits as well. Because each site will have its own dedicated fiber circuit, the voice traffic will not be reliant upon the City's WAN between sites. This frees up additional bandwidth on the WAN to be dedicated to the City's data traffic. Another benefit to this is future growth. As part of this implementation, Spectrum will pull additional fiber in to each site allowing for expansion of voice services as well as any other services that can be delivered over fiber by Spectrum.

As a cloud-based provider, Spectrum provides services based on specific user profiles and not location specific parameters. Call Center functionality is available with the Spectrum Hosted Voice solution and can be included as needed.

Summary

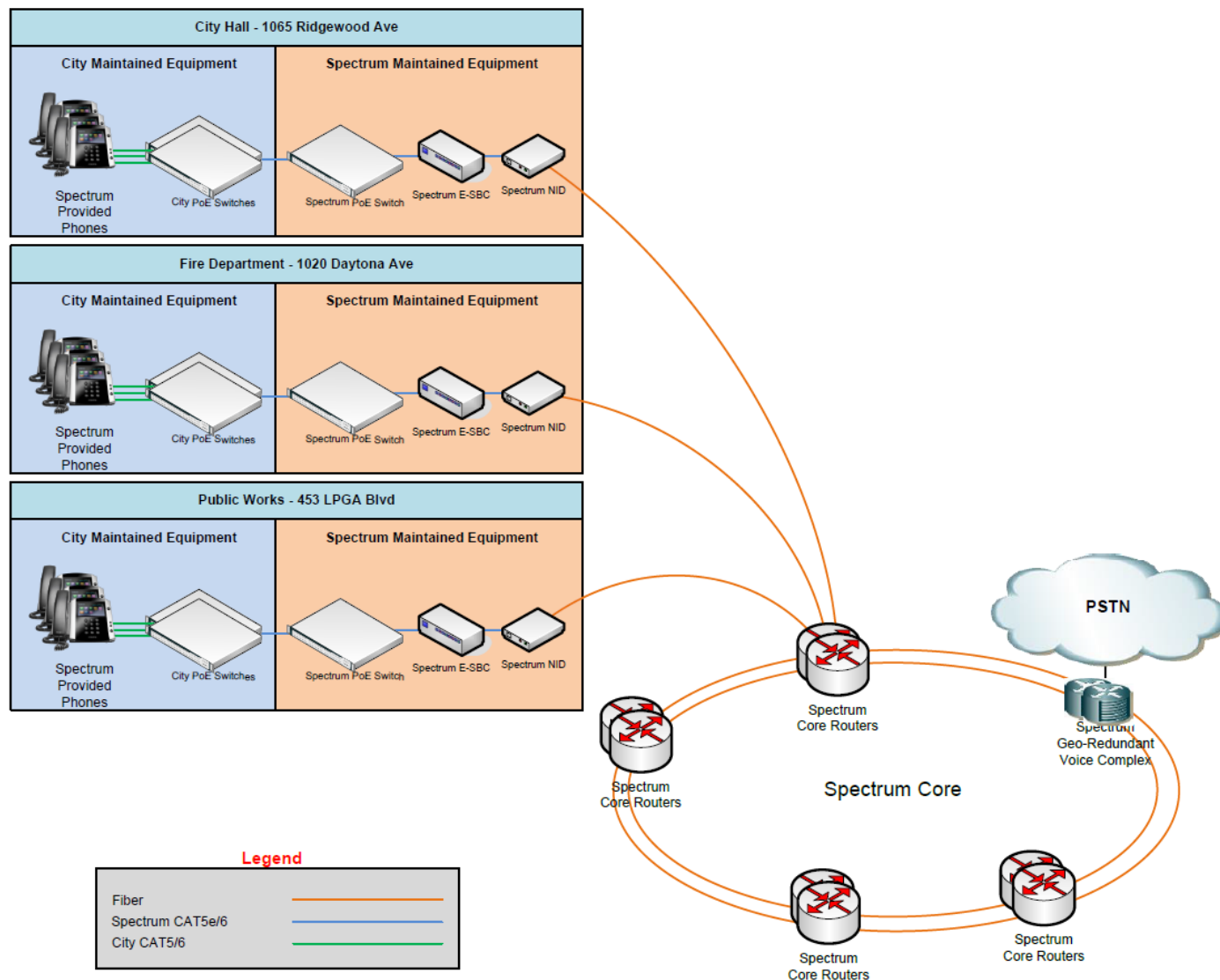
The goal in preparing this Technical Solution was to eliminate any reliability concerns by providing an intelligent design, and Spectrum is confident that the superior solution we are proposing has achieved this objective.

Spectrum is committed to providing the City a purpose designed UC/HV solution necessary to meet its current and future technology needs.

Spectrum understands that service delivery is a critical component to the City. The equipment we choose to deploy is based on proven track record of reliability and we undergo significant in-lab testing before any component is even considered to carry our customer's data traffic.

The Spectrum Enterprise UC/HV solution is a highly-reliable facilities-based, end-to-end solution that provides greater bandwidth options and performance support for long-term growth. Spectrum is committed to provide superior customer support 24/7/365 through a local staff devoted to system monitoring and a single point of contact for all current and future City locations.

Network Diagram



Hosted Voice Handsets

Polycom VVX 601 (Gigabit)

- ▶ 16 line desktop phone with HD voice
- ▶ Speaker, handset, headset
- ▶ Touchscreen
- ▶ 2 port Gigabit Ethernet switch



Polycom SoundStation IP 6000 Conference Phone

- ▶ High resolution display, MIC pickup range 12 ft.,
- ▶ Dynamic noise reduction resists interference
- ▶ from mobile phones



Customer Portals

The Hosted Communications Portal can be used for either Users or Administrators to manage and modify settings associated with their account. Portals are provided for no extra charge along with the appropriate service.

User Portal vs. Tech Admin Portal

With a User Login, you can...	With an Admin Login, you can...
• Configure Calling Features • View and export Call Details • View and print the Company Directory and Feature Access Codes	• Manage all users' Calling Features • Configure Auto Attendant Settings • Configure Hunt Group Settings • Configure Call Queue Settings • Configure Music on Hold for the site.

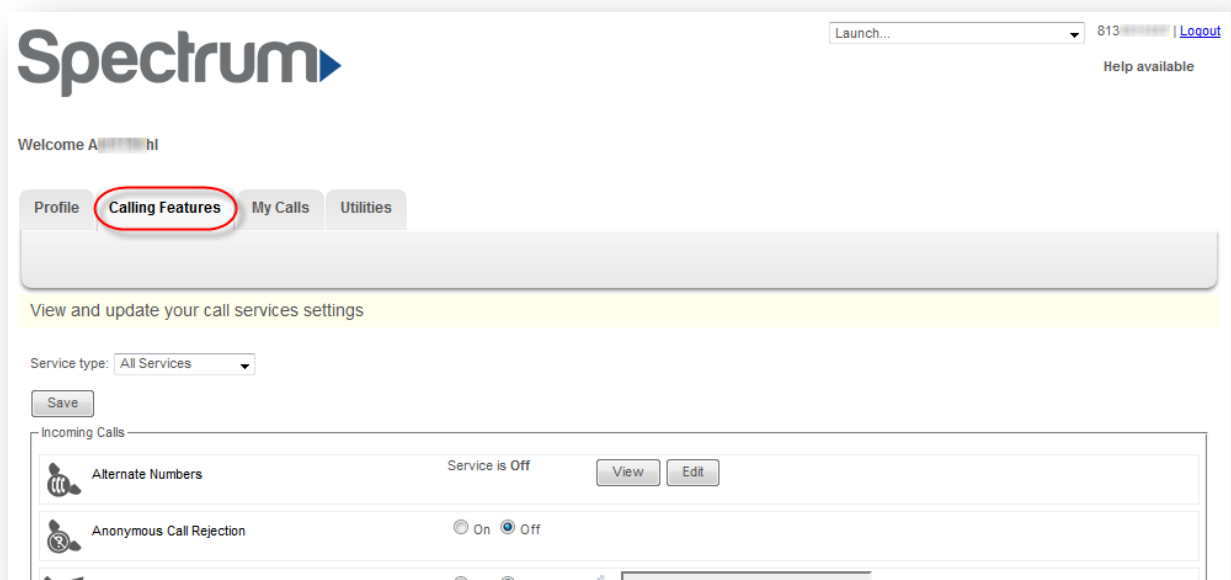
User Portal

Calling Features

From here, you can view and update your settings for various calling features for your user profile only, such as adjusting mobility features, setting up speed dials, and determining how voicemail is handled.

By clicking the feature a help page will pop up with more details.

FIGURE 1 CALLING FEATURES



My Calls

Users are able to pull their own specific Call Details Reports.

FIGURE 2 MY CALLS

Spectrum Launch...

Welcome April Diehl

Profile Calling Features **My Calls** Utilities

Query Call Details Last 20 Calls

Query Call Details

Report

Sort by: Start date/time in descending order

Date range: from: 12/15/2016 to: 12/22/2016 (mm/dd/yyyy)

Include: ☒ Inbound calls ☒ Missed calls ☒ Outbound calls

Search by full or partial telephone number:

Create Report

Export

Email to: Submit

Export report to PDF Submit

Export report to CSV Submit

Administration Portal

Dashboard

From the Dashboard tab, you can manage individual users and Group Features as well as their common Call Settings.

FIGURE 3 DASHBOARD

Dashboard Group Profile Group Services Directory Call Details

Dashboard

Dashboard status: closed

Users

Search (TN or Ext): Go

Status	Name	#	Calls	Settings	Phone
	310, VVK	8139991406 (x1406)	No calls		
	500, VVK	8139991408 (x1408)	No calls		

Call Forwarding Always
☐ On ☒ Off

Call Forwarding No Answer
☐ On ☒ Off

Do Not Disturb
☐ On ☒ Off

Call Forwarding Busy
☐ On ☒ Off

Sequential Ring
 Service is Off
 Number of Rings: 3

BroadWorks Anywhere
 Service is Off

Save Cancel View All Services

Group Services

From the Group Services tab, you are able to manage more details on your Group Features, such as Auto Attendant Options and Greetings, Hunt Group Members, and Call Center Options.

FIGURE 4 AUTO ATTENDANT OPTIONS

Key	Description	Action	Phone
0	Operator	Transfer Without Prompt	6000
1	Hunt Group	Transfer Without Prompt	6000
2	Call Center Standard	Transfer Without Prompt	4000
3	Call Center Premium	Transfer Without Prompt	4001
4		---	
5		---	
6		---	
7		---	
8		---	
9		---	
*		---	
#		---	

FIGURE 5 HUNT GROUP OPTIONS

No Answer Settings

☐ Skip to next agent after 5 rings

☒ Forward call after waiting 18 seconds

Call forwards to: 500

FIGURE 6 HUNT GROUP MEMBERS

The screenshot shows a web interface for managing hunt group members. At the top, there's a 'Users' section with a 'Department' dropdown set to 'Any', and input fields for 'Last Name' and 'First Name' with a 'Search' button. Below this are two main columns: 'Available Users' and 'Assigned Users'. The 'Available Users' column lists five users: 310, VVX (8139991406), 500, VVX (8139991408), 600, VVX (8139991416), LINE, MAIN (8139991450), and TPG550, Panasonic (8139991424). The 'Assigned Users' column lists three users: Adams, James (8132801471), Smith, Joe (8133971996), and Smith, Sue (8132801472). Between the columns are buttons: 'Add >', '< Remove', 'Add All >>', and '<< Remove All'. At the bottom right of the 'Assigned Users' column are 'Move Up' and 'Move Down' buttons.

Call Details

The Group Admin Portal allows for the Administrator to pull Call Detail Records for individual users, or the whole organization. These are easily exportable to PDF, or CSV format.

FIGURE 7 DASHBOARD

The screenshot shows a dashboard for 'admin.training'. At the top, there's a breadcrumb trail: 'Enterprise' > 'Group' > 'User' > 'Training (8139991450) > Training (Training)' > 'All Users'. Below this are five tabs: 'Dashboard', 'Group Profile', 'Group Services', 'Directory', and 'Call Details'. A 'Query Call Details' button is located below the tabs. The 'Query Call Details' section has a yellow header. Underneath, there's a 'Report' section with a 'User' dropdown set to 'All'. A warning icon and text state: 'Displaying logs for all users might take minutes'. The 'Sort by' section has a 'Start date/time' dropdown, 'in' and 'descending' order options, and a 'Date range' section with 'from' and 'to' date pickers (mm/dd/yyyy). The 'Include' section has checkboxes for 'Inbound calls', 'Missed calls', and 'Outbound calls'. A 'Search by full or partial telephone number' input field is also present. A 'Create Report' button is at the bottom of the 'Report' section. The 'Export' section has an 'Email to:' input field with a 'Submit' button, and two buttons for 'Export report to PDF' and 'Export report to CSV', each with a 'Submit' button.

Call Detail Reports

Please see examples below of the call details section of Hosted Voice Portal. The Portal allows the admin to pull call details for any user, hunt group, queue, call center, or auto attendant in the group. Department level admins can be created to give admins only access to call details within their department. All call detail records can be viewed within the portal, exported to pdf, exported to csv, or emailed.

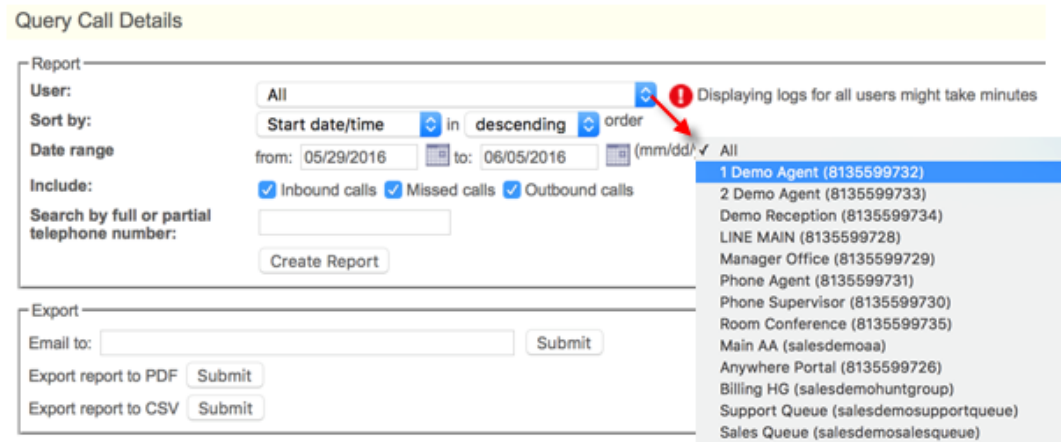


Figure 18 - Group Admin Portal – Call Details Section

Below are all the field headers included in the call detail reports:

- ▶ Index
- ▶ Enterprise
- ▶ Group
- ▶ Department
- ▶ Account Code
- ▶ User ID
- ▶ Phone Number
- ▶ Call Type
- ▶ Calling Number
- ▶ Called Number
- ▶ Caller Name
- ▶ Call Date
- ▶ Call Time
- ▶ Answer Date/Time
- ▶ Release Date/Time
- ▶ Call Direction
- ▶ Call Duration
- ▶ Answer Indicator
- ▶ Call Category
- ▶ Special Call Type

Implementation

Implementation Plan

Spectrum has detailed processes in place to ensure installations occur in a timely fashion and to your timeframe. Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with the City, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to local Network Technicians who will install the Spectrum equipment, as applicable, at each respective City location. The Network Technicians will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

Spectrum's timeline plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather.

Communication Plan

A final key success factor in network transitions is providing clear documentation and frequent communications to all stakeholders. Spectrum is committed to providing this level of interaction with the City starting with the Kickoff Meeting and ending with the final project close out. A significant part of the documentation is the overall project plan and milestones.

This project plan will take into account information gathered from these meetings that will define the goals, objectives and account for staffing, funding, and resource requirements that will be needed to accomplish the requirements as set forth by this RFP and the City's representatives.

Once established, the Lead Project Manager will provide the City with frequent and transparent reporting during weekly meetings of all project status and milestone achievement.

In conclusion, Spectrum has the experience, expertise, leadership, processes, and Communication Plan to complete the seamless transition of the City's project within the timelines proposed by the City. This Implementation Plan has been successfully executed in numerous network transitions, and Spectrum is very confident it will be successful for the City as well.

Training Plan

Spectrum is pleased to provide training and support in a variety of methods. It will be up to BPS and assigned Project Managers to determine the best mix of training, based on turn up schedule, mix of products / features purchased, and scheduling needs of staff. Training options include:

Paid Training

- ▶ Onsite Training – this is an instructor led training session where the instructor is at the customer designated premises. The fee quoted is per training day. The specific training contents are determined between the City and the training group based on the products/features purchased and phone types purchased. It is up to the City on how to organize these sessions, as they can take mix training for Phone systems admins (includes how to manage end users, use portals) and End Users (phone, complex features, where to find information). Clients often use this method to schedule multiple sessions or to focus training for the “power users” such as Phone System Admins, internal trainers, Call Center personnel, or receptionists. Attendees are based on employees scheduled by the City.

Each session is considered to be 1 day. As a part of this bid, a fixed number of On Site sessions may be included, and additional sessions may be purchased at customer’s discretion, at any time during the contract. It is common to schedule this type of training days before install date to keep the learning fresh. This type of training requires at least 10 days prior notice to assign a trainer and finalize travel arrangements as necessary. Spectrum’s goal will be to train the City’s staff via On Site Training at a City facility.

- ▶ Custom Webinars – this is an instructor led training session facilitated through an Audio / Web conference bridge. Once again, the specific contents are determined in consultation with BPS prior to the session and based on what the City has purchased. Each session is about 90 minutes long and can be targeted to Phone System Admins and or end users or whomever the City schedules to attend. A benefit of this method is that the session is recorded and made available to the City for their use after the session. Attendees are based on employees scheduled by the City. As a part of this bid, a fixed number of On Site sessions may be included, and additional sessions may be purchased at customer’s discretion, at any time during the contract. It is common to schedule this type of training a few days before install date to keep the learning fresh. This type of training requires at least 3 days prior notice to assign a trainer and finalize travel arrangements as necessary. Registration is required to ensure there are enough attendees.

Free Training

- ▶ Day 1 Support – this is a service provided on day of install, for each location. A conference bridge is set up and City employees (typically the Phone System admins) may ask questions that require quick answers. There is no curriculum or “teaching” at this session – it is only meant to answer how to questions quickly as employees start using their new system and are too busy to look things up in a user guide. This session is usually scheduled for day of install, but may be changed based on the City’s request. There is no cost to this activity. The bridge is usually set up for about 60 minutes.
- ▶ Free Public Webinars – On a monthly basis, free sessions on common aspects of the Hosted Communications service. There is no cost to this session but registration is required. Employees from any of our customers may attend – this is not a private session, nor is it recorded. Topics are published in advance and the client may choose to attend as many and as often as they wish.
- ▶ These sessions are fixed topics (see schedule for specific agendas) and can run between 60-90 minutes long. Typically 3-4 sessions are delivered per month.
- ▶ Online Resources – A platform dedicated to supporting training needs of our customers is available. This platform houses How To Videos, searchable User Guides, and Public Webinar Schedules and is accessible at any time of day.

Program Management

Government/Education Program Management Governance & Implementation Plan

Overview

The Spectrum Enterprise Government/Education (Government/Education) Program Management Organization (PMO) resides within our Strategic Order Operations corporate structure. This structure is designed to provide our clients an enhanced experience from the time we receive their order(s) and projects through service delivery and the start of billing.

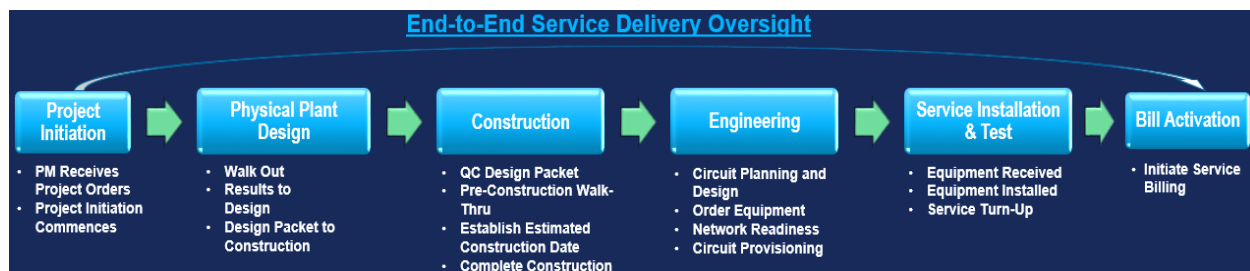
Our Government/Education PMO Director leads with over 30 years of telecommunications experience including project, program management, marketing, project management, sales, and sales engineering. The PMO Managers who are not only strong in project management but also technical and operational knowledge in telecommunications. The project management structure includes Senior Project Managers, Project Managers, and Associate Project Managers each with in-depth project management, vertical, product, and industry knowledge.

Key Roles and Responsibilities

Our project management methodology rests upon best practices recognized by the Project Management Institute (PMI) as chronicled in the latest edition of the Guide to Project Management Body of Knowledge (PMBOK® Guide). We have relied on the collective experience of our staff in further developing and refining our methodology to meet the emerging needs of the telecommunications market and our governmental and educational client base. We understand that managing projects for government and education are different from corporate or other for-profit businesses.

For instance, we recognize that a client may require individualized reporting and are ready to adapt to such requirements. Our project managers know the necessity of working under the strict timelines inherent with E-Rate projects. The preceding are just two examples of our recognition of the specialized needs of our government and education clients and our ability to adjust our project management methodology to meet your needs. The software we use in project management – Microsoft Project, Microsoft Excel, Microsoft Word, etc. – is also readily adaptable to meet your needs.

As shown in the following diagram, our project management methodology provides our clients with end-to-end service delivery oversight from the time orders are received to the time that billing is ready to commence.



Using a formal project management process supports our project managers in meeting goals and service delivery timelines

- **Initiating**
 - Clearly identify the project scope
 - Form a core project team and initiate a kickoff calls/meetings internally and with the clients project managers
- **Planning**
 - Identify work required to fulfill the project scope
 - Create an integrated project plan targeted to meet the overall project due date
- **Execution, Tracking and Control**
 - Track, review, and drive project progress
 - Manage project schedule and task details using project management tools such as reports, tracking charts, checklists, etc.
 - Manage proposed changes to project parameters
 - Monitor quality of project deliverables and ensure project objectives are met
 - Coordinate site installations with an authorized client representative
- **Closeout**
 - Manage the handover of project deliverables to LAUSD
 - Review the project with our client and collect feedback

Upon project initiation, the Manager, Southeast Region PMO, will assign this project to one of our project managers. A Spectrum Enterprise project manager will typically have the following qualifications:

- Project Management Certification or successful completion of a recognized project management curriculum
- A minimum of three years of project management experience in telecommunications
- Bachelor's degree in related field or equivalent work experience
- 3-5 years working with Ethernet (networking), Data, Voice, Managed, and Video Services, delivered over various forms of technologies (fiber and coax)
- Solid knowledge and experience in delivering medium to large scale, technically complex, multi-location infrastructure network deployment projects
- Knowledge and experience working with the Government and Education market vertical including knowledge of the federally funded E-Rate Program, working with State Information Resource Departments, and government procurement/purchasing rules and/or regulations

Accountability

The Project Manager is the single point of contact for the client through the service delivery process. Additionally, we will serve as the client's advocate with all internal departments with responsibility to complete individual tasks within the overall process.

The Spectrum Enterprise Government/Education PMO is accountable to ensure all assigned projects and associated orders are installed in accordance with the Charter Commercial Terms and Conditions, our signed contract, and corporate policies and practices. Project Managers will deliver services within a reasonable timeframe depending upon the characteristics of the project, work effort required, and will negotiate the best dates possible in accordance with client migration plans.

Items that may influence service delivery timeframes include right of entry authorization, construction, permitting, equipment delivery, internal resources, and client availability.

The Manager, Southeast Region Government/Education PMO, will act as the point of authority for all issues regarding the client's project.

Name	Title
Assigned at Project Initiation	Assigned at Project Initiation
Eric Ramirez	Manager, Southeast Region Government/Education PMO
Jamie Gish	Director, Government/Education PMO
Dana Cox	Vice President, Strategic Order Operations & Fulfilment
Jeff Jasmann	Group Vice President Enterprise Order Operations

Disclosure and Transparency

Within the Government/Education PMO, the Project Managers are required to perform their duties in accordance with Charter business policy and practice. Project-specific artifacts and information is available to internal and external sources as appropriate and in accordance with Customer Proprietary Network Information (CPNI) rules and regulations as defined by the Federal Communications Commission (FCC).

Risk Management and Control

Projects and orders are proactively reviewed and monitored via system dashboards and reports to determine if a project risk has occurred. The Project Manager reviews information on a daily basis and if a risk occurs will take action with the responsible party to eliminate and/or mitigate it. Should their effort be unsuccessful the PMO does have an escalation procedure to follow until the risk is satisfactorily addressed. For large, complex projects, the Project Manager will create a Risk Management Plan, which includes items such as the risk description, project impact, probability, impact, importance, trigger event, risk response, contingency plan, owner, status, and date addressed.

Government/Education PMO leadership monitors system dashboards and reports specifically created for management and in alignment with Spectrum Enterprise goals, policies, and procedures. If an area of concern is, identified management will review and address it with the appropriate entity.

Decision Making

Project Managers are fully authorized to make daily decisions regarding all project management aspects of their assigned projects. Managers are available to Project Managers to assist in decision making as needed. Additionally, Managers conduct weekly coaching calls/meetings with Project Managers to review their projects, discuss challenges and alternative decision-making and actions that may result in improved results.

Performance and Effectiveness

Once assigned to the project, the Project Manager will immediately review the project artifacts such as the order, the contract, the RFP, and the Spectrum Enterprise Response to the RFP. The purpose in this review is to draft a Preliminary Scope of Work.

While gaining an understanding of requirements of the project, the Project Manager will assemble the Spectrum Enterprise Project Team. After drafting the Preliminary Scope of Work, a kickoff call with the Project Team will be initiated. The kickoff call will allow the Team to refine the Project Scope and to define any issues needing to be addressed with the client.

Following the internal kickoff, the Project Manager will schedule and conduct a kickoff meeting with the client. This meeting between Spectrum Enterprise and the client will allow us to present our proposed Scope of Work and raise any questions from our internal teams. Likewise, the client will have the opportunity to examine our preliminary plans and to ask questions. At the conclusion of this meeting, we anticipate finalizing the Scope of Work that will allow us to proceed with the project work.

We present our proposed schedule for the client on the following pages divided into the following sections:

- Project Initiation
- Project Kickoff
- Deployment Plan
- Project Closeout

Performance and effectiveness will be managed by comparing actual results to the plan. This is done in the form of a Project Progress Report, which will be presented to the client on a frequency determined by the client (i.e., weekly, bi-weekly). Communication model utilized:

- **Communication**
 - The project manager serves as the single point of contact for all project-related items.
 - Provide periodic project updates to client based on their needs
 - Conduct monthly service delivery project calls/meetings to review progress, issues or concerns, status of open action items with key stakeholders, etc.
- **Standard Reporting**
 - Project name and description
 - Service due date, schedule, milestones, and phases
 - Accomplishments/status
 - Percent project completion
 - Current issues and risks

Should improvement plans be required they will be developed by the Project Manager and presented to the client.

Operational Support

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

▶ Technical Support, Monitoring, and Maintenance

We provide 24/7/365 proactive monitoring of our network via the Spectrum Enterprise Technical Support (ETS). Reported troubles escalate within the ETS and to local network maintenance and repair technicians, as necessary. On-site technicians are typically Spectrum employees who reside locally to provide the quickest turnaround possible.

- ▶ Direct Access to Technicians who remain in personal contact with you and assume immediate responsibility until any open issues are resolved. Most issues are resolved by the commercial support specialist who receives your request and initiates a trouble ticket.
- ▶ Rapid Response from experienced technicians. All customer calls are answered by local support specialists; the vast majority of calls are answered within 30 seconds.
- ▶ Technical Expertise from highly-trained ETS technicians with advanced technical expertise in network configuration, design and maintenance, as well as troubleshooting network issues.
- ▶ Technical support specialists are trained to diagnose and resolve technical issues for customers. When needed, these specialists will coordinate a service call if the issue cannot be resolved by phone.

Enterprise Technical Support Escalation List			
Level (After 1 hour escalate to next level if no movement)	Support Numbers (24x7)	Phone	
Level 1	Legacy Charter	866-603-3199	
	Legacy Brighthouse Networks	877-470-2023	
	Legacy Time Warner Cable	888-812-2591	
	Legacy Time Warner Cable - Hawaii	808-643-8510	
	Legacy TWC Carrier Coax	866-551-5622	
Level 2	Title	Phone	
	Team Lead	Call Numbers Above	
		L-BHN/L-CHTR	
		L-TWC	
Level 3	Title	Phone	
	Shift Manager	Call Numbers Above	
		L-BHN/L-CHTR	
		L-TWC	
Level 4	Director	Phone	Email
	Corey Fisch L-TWC (Austin)	O 512-485-6379 C 813-624-2961	corey.fisch@charter.com
	Ryan McLaughlin L-BHN/L-CHTR (Orlando)	O 407-960-1911 C 972-814-7537	ryan.mclaughlin@charter.com
	Rich Smith L-TWC (Charlotte)	O 704-206-4011 C 704-533-1857	rich.smith@charter.com
	Sr. Director	Phone	Email
Level 5	Jean Ciullo	C 407-288-4599	jean.ciullo@charter.com
Level 6	ECO Vice President	Phone	Email
	Keith Vivona	O 203-705-4837 C 917-295-9160	keith.vivona@charter.com

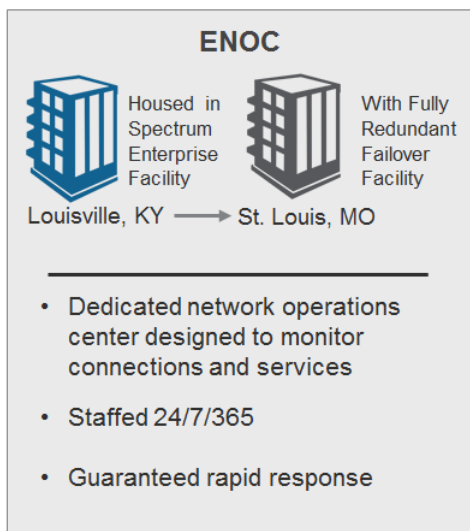
Network Management

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

The ENOC 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.

The ENOC is staffed 24 hours a day, seven (7) days a week; 365 days a year. The ENOC service levels (i.e., response to inbound calls within 30 seconds) have been in excess of 90% for years and are one of our primary support metrics. With the ENOC, the City can count on the following support:

- ▶ Experienced technicians who monitor your services, the status of our network, and performance across the Internet.



Spectrum Enterprise Markets Network Operations Center (ENOC)

- **Proactive monitoring** from experienced technicians
- **Phone calls answered within 30 seconds** from local, experienced support technicians
- **Direct access to technicians**, who remain in personal contact with you and assume immediate responsibility until issues are resolved
- **Escalation list for fast mobilization** and tracking of the right resources
- **Technical expertise** from highly-trained NOC technicians

TAB III – CUSTOMER LISTING

Experience Providing Service

Spectrum concentrates on selling and servicing enterprise customers with a full array of communication services, including voice, data, video, and managed services. Key industries served include, but are not limited to, Education, Government, Healthcare, Financial Services, and Hospitality. The organization has been actively developing relationships with businesses, municipalities, colleges and universities since 1998 and serves the client base entirely off its fully-owned and operated fiber networks, and serviced with a dedicated Enterprise Technical Support Team (ETS) and Enterprise Network Operations Center (ENOC). This allows enterprise customers to get the attention to their needs they expect from an enterprise-level commercial communications provider.

Within Florida, Spectrum operates one of the largest network infrastructures, including over 100,000 miles of hybrid fiber-coax (HFC) and self-healing DWDM IP backbone networks. Spectrum employees and management team have been providing services in the Central Florida area for over 30 years. Spectrum's robust fiber network offers high availability data solutions such as Ethernet and Fiber Internet Access that can scale easily to meet any of OCPS's requirements. Larger bandwidth applications can be supported with managed wavelength solutions.

Spectrum currently provides advanced telecommunications services over our carrier-class fiber optic network to some of the largest school districts in the US, including:

- **Hillsborough County Public Schools, the 9th largest school district in the US. Spectrum built a fiber-based network to all 292 schools in 3 months, providing Voice and Metro Ethernet services.**
- **Orange County Public Schools, the 11th largest school district in the US. Spectrum built a fiber-based network to all 227 schools in less than 4 months, providing Voice, Metro Ethernet, Managed Router, Advanced Firewall Security, and Content Filtering.**
- **Pinellas County Public Schools, the 26th largest school district in the US. Spectrum built a fiber-based network to 141 schools in less than 4 months, providing Metro Ethernet, Dedicated Internet Access, and Voice.**

Spectrum provides fiber based services, including Ethernet and Internet services over its fully owned and managed network to hundreds of large education and government customers, including the School Boards of Citrus, Pasco, Hillsborough, Pinellas, Polk, Orange, Seminole, Osceola, Brevard and Flagler; the Cities of Tampa, St. Petersburg, Orlando, and Daytona Beach; the County Governments of Hillsborough, Pinellas, Polk, Pasco, Orange, Seminole, Brevard, and Flagler; several major universities such as the University of Central Florida and the University of South Florida; and many other education and government organizations.

Spectrum customers are served entirely off of our 100% owned fiber and coaxial networks. By maintaining our own private network infrastructure, we are 100% accountable to our clients. And we are well positioned for future growth. We are investing Billions of dollars in infrastructure to provide advanced services to customers in next-generation core/edge router and optical infrastructure, to complete hub-to-head-end Layer 3 redundancy and to accommodate the rapid acceleration of Internet traffic.

TAB IV – ACCEPTANCE OF CONDITIONS

Spectrum Exception Chart

This Exception Chart is a necessary component of the Spectrum Enterprise Response submitted by Charter Communications Operating, LLC, providing the services hereunder (“Spectrum”) to the City of Holly Hill (“Customer” or “City”) Request For Proposal #19-IT-10 VOIP Phone Solution (the “RFP”). This Exception Chart is provided in accordance with Section 5, Tab IV, “Acceptance of Conditions” The Spectrum Commercial Terms of Service which are posted to the Spectrum Enterprise website at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> (or any successor url), including Attachments and Service Order (collectively, the “Service Agreement”) attached hereto as Exhibit A and which are incorporated into the Spectrum Response by reference and made a part thereof, shall govern the contractual relationship between the parties and the provision of the services (the “Services”) under the Service Agreement. The exceptions to the RFP sections set forth in this Exception Chart shall apply to the parties should the Services be awarded to Spectrum.

PAGE #	DOCUMENT REFERENCE	EXCEPTION SUMMARY
4, 8	1) Introduction/Overview A) Purpose/Objective 5) General Terms and Conditions: E) Term Contracts F) Termination	Spectrum agrees to allow Customer to terminate Services due to the non-appropriation of government funding, subject to the following terms: NON-APPROPRIATION. Notwithstanding anything to the contrary, the Parties have agreed that if Government funding used by Customer to purchase the Services hereunder is eliminated in its entirety due to no fault of Customer, Customer shall have the right to terminate the Services previously funded without incurring early termination charges provided that: (a) Customer provides Spectrum with at least thirty (30) days prior written notice of the loss of funding and its intention to terminate; (b) Customer has paid Spectrum all amounts due and owing at the time of such termination for all Services provided by Spectrum pursuant to the agreement between the parties; and (c) Customer pays to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services provided at the terminated location, and any costs and expenses incurred by Spectrum to terminate the terminated Service, including, without limitation, any applicable third-party termination liability charges. Except as expressly modified by the foregoing, the Service Agreement shall remain in effect as written. Spectrum will agree to its standard portability language: PORTABILITY. After the first twelve (12) months of the Initial Order Term, if Customer is vacating or otherwise leaving a Service Location (“<u>Closed Location</u>”) prior to the end of the Initial Order Term, Customer may elect, upon at least sixty (60) days’ prior written notice to Spectrum, to terminate the Services at such Closed Location, without payment of early termination charges, provided that Customer: (a) has paid Spectrum all amounts due and owing, including any unpaid construction charges and other OTCs, at the time of such termination for all Services

PAGE #	DOCUMENT REFERENCE	EXCEPTION SUMMARY
		provided by Spectrum pursuant to the Services Agreement; (b) vacates or otherwise leaves such Service Location within such sixty (60) day period; (c) places a Service Order for replacement Services at a different location within the Spectrum market area ("<u>New Location</u>") with an activation date no later than sixty (60) days after the termination of the original Service, so long as the replacement Service at the New Location has a value (determined by multiplying the number of months in the replacement Service's Initial Order Term by such Service's monthly recurring Service Charges) equal to or greater than the original Service (such value determined by multiplying the number of months remaining in the original Service's remaining Initial Order Term by such Service's MRCs); and (d) pays to Spectrum upon receipt of invoice all OTCs, if any, associated with the replacement Service at the New Location, and the costs and expenses incurred by Spectrum to terminate the terminated Service, including, without limitation, any applicable third-party termination liability charges. Service Charges for the New Location will be billed at the standard rates applicable to the geographic area of the New Location. Notwithstanding the foregoing, any other early termination of a Service or the Service Agreement other than due to Spectrum's uncured breach shall be subject to early termination fees, namely: upon termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid one-time charges (OTCs). Spectrum's Default, Suspension of Service, and Termination provision is set forth in Section 13.0 of the Commercial Terms of Service and shall govern termination of a Service Order or the Service Agreement.
4, 6, 7, 8	1) Introduction/Overview A) Purpose/Objective 2) General Description of Specifications or Scope of Work 4) Terms and Conditions of Contract 5) General Terms and Conditions C) Taxes:	Monthly recurring charges and one-time charges are exclusive of taxes, fees or surcharges, including, but not limited to applicable sales, use, property, excise or other taxes, franchise fees, and governmental charges that Customer must pay, except to the extent Customer is expressly exempt as a matter of law. Spectrum's standard payment terms, including terms for taxes, fees and surcharges are set forth within Section 7 of the Commercial Terms of Service. Spectrum's pricing for a Service is fixed for the initial order term of such Service.

PAGE #	DOCUMENT REFERENCE	EXCEPTION SUMMARY
6, 9, 14	A) Contractor's Responsibilities/Requirements: 1) Drug-Free Workplace 2) General 5) General Terms and Conditions O) Immigration Reform and Control Act 6) Instructions for Bid K) Response Format	Spectrum shall comply with any mandatory laws that are applicable to Spectrum's provision of the Services under the Service Agreement.
6	A) Contractor's Responsibilities/Requirements: 3) Damage to Public and/or Private Property	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.
7	3) City's Right to Inspect	As allowed by applicable law Customer may audit or documents, information and records concerning the Services provided to Customer not more than one time per year, and Customer's audit rights shall be limited to documents, information and records pertaining to Services provided to Customer and not with respect to other customers, and excludes staff interviews. Inspections undertaken by Customer shall be limited to Spectrum's operations only, and Spectrum's confidential financial information, books, records and accounts shall not be made available for audit. Spectrum may require Customer's auditors or inspectors to sign a reasonable non-disclosure agreement. All inspections or audits shall be at Customer's expense.
7, 8, 9, 10, 14, 15, 16	4) Terms and Conditions of Contract 5) General Terms and Conditions: J) Single Bid P) Billing Instructions –Awarded Professional Consultants 6) Instructions for Bid K) Response Format: 1) Tab I – Management Summary 5) Tab IV, Acceptance of Conditions 7) Tab VI, Required Form Submittals	Should the Services be awarded to Spectrum, Spectrum has included the Service Agreement in <u>Exhibit A</u> to govern the provision of Services. The Service Agreement shall: (a) govern (i) the contractual relationship with Customer and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in the Professional Services Agreement. Notwithstanding, upon award, Spectrum and Customer will work in good faith to negotiate mutually acceptable terms of a final contract with the City. Customer will order Spectrum's Services using Spectrum's form of Service Order. If Spectrum permits Customer to order Services on Customer's form of purchase order, then the Commercial Terms of Service attached within <u>Exhibit A</u> to this Exception Chart will govern the Services and entirely replace any terms

PAGE #	DOCUMENT REFERENCE	EXCEPTION SUMMARY
		stated on Customer's purchase order, and any different or additional terms contained in Customer's purchase order shall have no force or effect.
8	5) General Terms and Conditions G) Liability	Spectrum agrees, except that a Force Majeure event would also include the denial of use of poles or other facilities of a utility company, labor disputes, mechanical or power failures, fiber cuts, and governmental acts or any order, law or ordinance in any way restricting the operation of the Services.
8	5) General Terms and Conditions H) Assignment	Spectrum agrees not to assign the Service Agreement and the associated Service Orders between the parties without the prior written consent of Customer, except that Spectrum requires the right to assign its rights and obligations and its financial documents under the Service Agreement, in whole or in part, to any to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s). Regardless of any such assignment, the rights and obligations of Spectrum in the agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors without the prior consent of Customer.
10	5) General Terms and Conditions P) Billing Instructions – Awarded Professional Consultants	Monthly recurring charges and one-time charges are exclusive of taxes, fees or surcharges, including, but not limited to applicable sales, use, property, excise or other taxes, franchise fees, and governmental charges that Customer must pay, except to the extent Customer is expressly exempt as a matter of law. Spectrum's standard payment terms are set forth in Section 7.0 of the Commercial Terms of Service. Notwithstanding Spectrum agrees to the applicable and mandatory provisions of the Florida Prompt Payment Act.
15	5) Tab IV, Acceptance of Conditions	Spectrum has included this Enterprise Exception Chart as a necessary component of the Spectrum Enterprise Response and is incorporated into the Spectrum Enterprise Response by reference.
16, 36, 37	8) Tab VII, Price Proposal Form Proposal	Spectrum's pricing included in the Response are exclusive of taxes, fees, and surcharges. Other costs maybe be applicable to the Services pursuant to the terms of the Service Agreement (construction, upgrades, equipment, reconnect, late charges, etc.).
29	Acknowledgements	*So long as Customer properly performs all necessary site preparation and provides Charter Spectrum with all required consents, Spectrum will use commercially reasonable efforts to install the Service in accordance with a requested Service start date.

EXHIBIT A
Service Agreement
Commercial Terms of Service
Spectrum Service Order

COMMERCIAL TERMS OF SERVICE

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

GENERAL

1. **SERVICE AGREEMENT TERM.** The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").
2. **SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").
3. **ORDER TERM.** The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term"), collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.
4. **AVAILABILITY OF FACILITIES.** Customer understands that certain Services may not be available in all Spectrum service areas and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.
5. **SERVICE LOCATION ACCESS AND INSTALLATION.**
 - (a) **Access.** Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.
 - (b) **Installation Review.** Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.
 - (c) **Site Preparation.** Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

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

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

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

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

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

6. EQUIPMENT.

- (a) **Equipment Responsibilities and Safeguards.** Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.
- (b) **Customer Security Responsibilities.** Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.
- (c) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or

workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

7. **STANDARD PAYMENT TERMS.** Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").
- (a) **Charges.** Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.
- (b) **Taxes, Surcharges, and Fees.** Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.
- To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.
- (c) **Change Requests.** Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
- (d) **Site Visits and Repairs.** If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.
- (e) **Invoicing Disputes; Late and Collection Fees.** Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a

reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

- (f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices when due. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
- (g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:
 - 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 its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.
- 9. **SUPPORT.** Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware or software for the use of Spectrum Service or third-party services.

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

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

- (a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.
- (b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.
- (c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
- (d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or other Services. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

- (e) **Applicable Laws.** With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
- (f) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.
- 11. PERFORMANCE.** Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.
- 12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS.** Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.
- 13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.**
- (a) **Default.** A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").
- (b) **Mutual Termination Rights.** Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange; or (iii) after entering into such Service Order, Spectrum learns that the costs to deliver the Services to the Service Location shall require a material increase in the Service Charges and Customer does not agree to pay such additional Service Charges by executing a revised Service Order.
- (c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.
- (d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.
- (e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.
- (f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.
- 14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**
- (a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET

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

- (b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

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

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

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

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

- 17. REGULATORY CHANGES.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.
- 18. ARBITRATION.** This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. **THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.**
- (a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.
- (b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.
- (c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.
- (d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.
- (e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

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

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- (a) **Spectrum's Proprietary Rights.** All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.
 - (b) **Confidentiality.** Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.
 - (c) **Software.** If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.
- 20. PRIVACY.** Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <http://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.
- 21. NOTICES.** Any notices or consents to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

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

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

22. MISCELLANEOUS.

- (a) **Entire Agreement.** This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This

Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

- (b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.
- (c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.
- (d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.
- (e) Severability. If any term, covenant, condition or portion of this Service Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.
- (f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.
- (g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party

hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

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

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

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

1. **Music Programming.** Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.
2. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.
3. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.
4. **Restrictions.** Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.
5. **Service Inspection.** Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, verify the estimated viewing occupancy, or . If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to

consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

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

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
 - A. Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
 - B. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

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

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

DESCRIPTION OF SERVICES:

Voice Services:

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

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

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

Spectrum Hosted Communications Services:

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

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

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

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

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

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

1. Availability of Facilities and Service Modifications:

- a. Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.
- b. Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture

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

- c. Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <http://enterprise.spectrum.com/> or <http://business.spectrum.com/> or in the applicable price guide at www.spectrum.com, under "Customer Disclosures." These additional Communications Services, features or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.
2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.
 3. Communications Service Limitations:
 - a. Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.
 - b. Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. Spectrum may supply Customer with a battery backup for use in the event of a non-network related outage. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.
 - c. Security Systems. Although Spectrum will supply a connection that will allow the operation of Customer's existing security system, Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact their security system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. In addition, it is Customer's responsibility to test their system on a regular basis. Spectrum does not represent that Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In addition, Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station, and will neither connect to such services nor provide technical support for the connection.
 4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its

transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

- a. Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).
 - b. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).
 - c. Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.
5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.
6. 911 Services:
- a. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.
 - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

- d. In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
 - e. Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.
 - f. CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.
7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.
 8. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments and/or lines.
 9. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.
 10. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

11. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer-specific references, even if CPNI was used as a basis for such information.
- Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.
 - Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
12. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.
- IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.
13. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com> (or successor URL).
14. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

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

15. Call Redirect: If a PRI Service, SIP Trunking Service, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
16. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.
17. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

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

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

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

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

1. **FIA Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
2. **Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. Without limiting the foregoing, if Customer has purchased FIA Service with bandwidth greater than or equal to 2Gbps, then Customer is responsible for ensuring that no individual flow (i.e. the rate of data transmission between any two MAC addresses or IP addresses) exceeds 2Gbps. If Customer's traffic includes flows that exceed 2Gbps, then Spectrum has the right to disconnect the circuit.
3. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <http://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. **Supplemental Managed Services.** This subsection shall only apply if Customer purchases Spectrum's supplemental "Managed Services." The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties and may be subject to additional terms and conditions. Spectrum may update the Desktop Security Service (as described in Attachment E) from time-to-time based on manufacturer-provided updates. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICES, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER'S OR ANY END USER'S EQUIPMENT OR ACCESS TO OR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

Attachment D Ethernet Service ("Ethernet Service")

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

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

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

1. Spectrum's provision of Ethernet Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum Network. 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. Without limiting the foregoing, if Customer has purchased Ethernet Services with bandwidth greater than or equal to 2Gbps, then Customer is responsible for ensuring that no individual flow (i.e. the rate of data transmission between any two MAC addresses or IP addresses) exceeds 2Gbps. If Customer's traffic includes flows that exceed 2Gbps, then Spectrum has the right to disconnect the circuit.
3. Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Locations at periodic intervals as needed to verify Customer's compliance with this Service Agreement.
5. Customer's use of Ethernet Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F.R. 36.154, 4 FCC Rod. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment E

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

Spectrum Business High-Speed Internet 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.
 - a. **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.

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.

- b. **Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
 - c. **Cookies.** Customer may access their Spectrum email account at www.spectrumbusiness.net or by using the Customer's software application (e.g., Outlook, Outlook Express, and Apple Mail). When accessing email at www.spectrumbusiness.net Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
6. **Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
8. **Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.
- The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.
9. **Spectrum Business WiFi Hotspot.** Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.
- a. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.
 - b. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:
 - 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.

10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").
- a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.
 - b. Content Liability and Use Restrictions. Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:
 - i. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
 - ii. Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
 - iii. Hosting of unlicensed software.
 - iv. Use of software or files that contain computer viruses or files that may harm computers.
 - v. Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
 - vi. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
 - vii. Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
 - viii. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
 - ix. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
 - c. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.
 - d. Specification Limitations. Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.
 - e. Limitation of Spectrum-provided Services. Certain services are not provided by Spectrum as part of the Hosting Service (e.g., Spectrum does not provide nor offer webpage creation, development, design or content services).
 - f. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.
11. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.
12. Cloud Backup Service.
- a. Spectrum is not the manufacturer or supplier of any Cloud Backup Service software components. Customer shall be responsible for updating Cloud Backup Service from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Spectrum from any responsibility to ensure that Cloud Backup Service remains operational.

- b. Customer understands and acknowledges that (1) it is Customer's sole responsibility to create and retain the Cloud Backup Service password that is necessary for access to any data stored via the Cloud Backup Service and (2) Spectrum has no access to and does not know nor keep any record of the password created by Customer. Failure by Customer to retain Customer's Cloud Backup Service password shall result in complete loss of accessibility to data stored via the Cloud Backup Service.

Attachment F Managed WiFi Service (“Managed WiFi Service”)

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

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

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

FORM SERVICE ORDER

Customer Service Order

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

Account Executive:

Phone: Ext:

Cell Phone:

Fax:

Email:

Customer Information: Customer Code		
Business Name	Customer Type:	
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address	Account Number	
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Rhonda Berry		
Technical Contact	Technical Contact Phone	Technical Contact Email Address

Fiber Internet and Ethernet Service Order Information For				
Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date



Monthly Recurring Charge At:				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
*Prices do not include taxes and fees.				
One Time Charge At:				
Description	Quantity	Sales Price	Total	
Total			\$.00	
*Prices do not include taxes and fees.				

**Special Terms****Electronic Signature Disclosure**

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

Authorized Signature for Customer

Printed Name and Title

Date Signed

TAB V – DOCUMENTS

Spectrum has included references to its Professional Certifications and Affiliations throughout this response document and will provide documentation upon request from the City.

TAB VI – REQUIRED FORM SUBMITTALS

Proposer Check List

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope must be sealed and marked with Qualification Number "RFP 19-IT-10", Proposal Title "VOIP PHONE SOLUTION" and Due Date "January 15, 2019 @ 10:00 am".

8

- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Charter Communications Operating, LLC

485 N. Keller Road, Suite 100

Company

Address

X Kath Mc

Maitland, FL 32751

Authorized Signature

City, State, Zip Code

Kathleen Ciccone, Sr. Manager

(407) 415-8083

Printed Name & Title

Telephone No.

Stephanie.Roberts@charter.com

Email

Fax No.

Conflict of Interest Affidavit

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Charter Communications Operating, LLC

Company

X Kathleen Ciccone
Authorized Signature

Kathleen Ciccone, Sr. Manager

Printed Name & Title

Stephanie.Roberts@charter.com

Email

485 N. Keller Road, Suite 100

Address

Maitland, FL 32751

City, State, Zip Code

(407) 415-8083

Telephone No.

Fax No.

State of NEW YORK
City of ROCHESTER

SUBSCRIBED AND SWORN to before me this 8th day of JANUARY, 2019, by
KATHLEEN CICCONE, who is personally known to me to be the
Sr. Manager for the Firm, OR who produced the following
identification: Personal Identification

Janine Mercandetti

Notary Public

My Commission Expires: 12/16/21



Proposers Qualification Form

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
Please see the Experience Providing Service section in this response.		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

At any given time, we are candidates for hundreds of contract awards. Each proposal is
confidential in nature and we can not disclose details.

OTHER INFORMATION ABOUT PROJECTS:

Please see the Experience Providing Service section in this response.

Have you, at any time, failed to complete a project? ☐ Yes ☐ No Need further clarification.

STATEMENT OF LITIGATION: Litigation matters are considered confidential in nature, and as such, will not be disclosed. However, Spectrum represents that no past or present litigation will negatively affect Spectrum's ability to provide the Service(s) requested.

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No Please see Statement above.

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been

filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 112,055.40 Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): Multiple. Please see Investor Relations page on enterprise.spectrum.com.

Surety/Underwriter: (if required) Please see our Certificate of Insurance included in this response.

Other References: (Use additional sheets if necessary) N/A

TYPE OF FIRM:

- ☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☒ Other: Please list: Limited Liability Company 25 years (Since 1993)

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Charter Communications Operating, LLC

Company

X *Kathleen M. Ciccone*

Authorized Signature

Kathleen Ciccone, Sr. Manager

Printed Name & Title

Stephanie.Roberts@charter.com

Email

485 N. Keller Road, Suite 100

Address

Maitland, FL 32751

City, State, Zip Code

(407) 415-8083

Telephone No.

Fax No.

Declarations Statement

DECLARATION STATEMENT

City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, FL 32117

RE: RFP NO. 19-IT-10 - "VOIP PHONE SOLUTION"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person, and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #19-IT-10**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 8th day of January, 2019 in the City of Rochester, in the State of New York.

Charter Communications Operating, LLC

Company

x

Kathleen Ciccone
 Authorized Signature

Kathleen Ciccone, Sr. Manager

Printed Name & Title

Stephanie.Roberts@charter.com

Email

485 N. Keller Road, Suite 100

Address

Maitland, FL 32751

City, State, Zip Code

(407) 415-8083

Telephone No.

Fax No.

Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000</u> single limit per occurrence
☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.	
☒ 4. Automobile Liability	<u>\$ 500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	<u>\$ 1,000,000</u> Per Occurrence
☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.	
☒ 8. The City of Holly Hill must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.	

(Continued)

- City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

☒ 11. The Certificate must state the **RFP Number** and **VOIP PHONE SOLUTION**.

Signature of Proposer's Agent

Drug Free Workplace Program Certification

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

Charter Communications Operating, LLC

Company

x Kathleen Ciccone

Authorized Signature

Kathleen Ciccone, Sr. Manager

Printed Name & Title

Stephanie.Roberts@charter.com

Email

485 N. Keller Road, Suite 100

Address

Maitland, FL 32751

City, State, Zip Code

(407) 415-8083

Telephone No.

Fax No.

Non-Collusion Affidavit of Prime Qualifier

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

 State of NEW YORK

 County of MONROE
KATHLEEN CICCONI, being first duly sworn, deposes and says that:

 He/she is SR MANAGER of CHARTER COMMUNICATIONS
OPERATIONS, LLC, Proposer that has submitted the attached
 Qualification;

 He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent
 circumstances respecting such Proposal;

 Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in
 interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought
 by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price
 or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of
 the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy,
 connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion,
 conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives,
 owners, employees, or parties in interest, including this affiant.

Charter Communications Operating, LLC
 Company

485 N. Keller Road, Suite 100
 Address

X
 Authorized Signature

Maitland, FL 32751
 City, State, Zip Code

Kathleen Ciccone, Sr. Manager
 Printed Name & Title

(407) 415-8083
 Telephone No.

Stephanie.Roberts@charter.com
 Email

Fax No.

 Subscribed and sworn to before me this 2nd day of January, 20 19.

Janine Mercandetti
Notary Public
 Title

 My Commission Expires: 12/16/19


Acknowledgements

ACKNOWLEDGEMENTS RFP #19-IT-10 VOIP PHONE SOLUTION

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Charter Communications Operating, LLC

From : Insert Information "Contractor"

The Contractor agrees to provide VOIP PHONE SOLUTION as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the VOIP PHONE SOLUTION called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee VOIP PHONE SOLUTION within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Please see Spectrum's Exception Chart in Tab IV of this response.

Dated this 8th day of January, 2019
(Month) (Year)

**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER
FORM OF ENTITY**

By: Kathleen Ciccone / Kathleen Ciccone, Sr. Manager
(Signature) (Print name)

Address: 485 N. Keller Road, Suite 100, Maitland, FL 32751

Telephone: (407) 415-8083 Fax: ()

Taxpayer Identification Number (TIN): 43-1843260

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: () Fax: ()

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Compliance with the Public Records Law

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

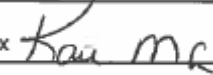
A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Charter Communications Operating, LLC

Authorized representative (printed): Kathleen Ciccone, Sr. Manager

Authorized representative (signature): x 

Project Number: RFP 19-IT-10

Date: January 8, 2019

References Form

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Tomoka Eye Associates
 Address: 345 Clyde Morris Boulevard, Ormond Beach, FL 32174
 Point of Contact: William Watson
 Phone #: 386-672-4244 Email address: billw@tomokaeye.com
 Service(s) Provided: Fiber Internet Access, Hosted Voice and Video services
 Dates of Service: 2011 - present
2. Name of Company: City of Tampa
 Address: 411 N. Franklin, Tampa, FL 33602
 Point of Contact: Martin Zinaich
 Phone #: 813-274-8547 Email address: Martin.Zinaich@ci.tampa.fl.us
 Service(s) Provided: Fiber Internet Access and WiFi services
 Dates of Service: 2003 - present
3. Name of Company: University of Central Florida
 Address: 4000 Central Florida Boulevard, Orlando, FL 32876
 Point of Contact: Lou Garcia
 Phone #: 407-823-4945 Email address: lou.garcia@ucf.edu
 Service(s) Provided: Fiber Internet Access, Ethernet , Voice and Video services
 Dates of Service: 2006 - present
4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____
 Dates of Service: _____

Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Kathleen Ciccone, Sr. Manager

(Print Individual's Name and Title)

for Charter Communications Operating, LLC

(Print Name of Entity Submitting Sworn Statement)

whose business is located at 485 N. Keller Road, Maitland, FL 32751

and (if applicable) its Federal Employer Identification Number (FEIN) is 43-1843260

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

x Kent M. C.
(Signature)

Sworn and subscribed before me this 2nd day of JANUARY, 2019.

Personally known X

OR produced identification _____

PERSONALLY KNOWN
(Type of Identification)

Janine Mercandetti
(Notary)
Notary Public State of NEW YORK

My commission expires: 12/16/19



Vendor Information

VENDOR INFORMATION

Vendor is:

- () Corporation
 () Partnership
 () Sole Proprietorship
 (x) Other Limited Liability Company (Explain)

Federal Employer Identification Number: 43-1843260

Firm Name: Type text here

Mailing Address: 485 N. Keller Road, Suite 100, Maitland, FL 32751

(407) 415-8083

Telephone No.: _____ Fax No.: _____

Email Address: Stephanie.Roberts@charter.com Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: Spectrum Ebterprise

Remittance Address: Bright House Networks

PO Box 790450

Saint Louis, MO 53179-0450

Submitted by: Charter Communications Operating, LLC

Name & Title Printed: Kathleen Ciccone, Sr. Manager

W-9

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CHARTER COMMUNICATIONS HOLDINGS, LLC

2 Business name/disregarded entity name, if different from above
CHARTER COMMUNICATIONS OPERATING, LLC (FEIN: 43-1843260) (DISREGARDED)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12405 POWERSCOURT DRIVE, C/O TAX DEPT.

6 City, state, and ZIP code
ST. LOUIS, MO 63131-3674

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

4	3		1	8	4	3	1	7	9
---	---	--	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Vicky L Schenker**

VP STATE & LOCAL TAX

Date **FEBRUARY 21, 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Addenda and Addendum Acknowledgement Forms

ADDENDUM NUMBER 1 RFP 19-IT-10 - VOIP CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the RFP 19-IT-10 for the above VOIP PHONE SOLUTION as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before January 15, 2019 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.,
Holly Hill, FL 32117

QUESTIONS AND ANSWERS

- Q1. Is the City ONLY looking for solutions that are public hosted with all servers being off-site?
A1. Yes
- Q2. Does the city currently have any Virtual infrastructure? I.E. VMWare or HyperV servers
A2. Yes
- Q3. Would you entertain a solution that is private cloud hosted in the City's virtual environment?
A3. No
- Q4. Exhibit A lists "Phone Lines" per location. Are these trunks, DIDs or physical handsets?
A4. Handsets
- Q5. What is the total handset count?
Q5. 65
- Q6. What is your current trunk count per location?
A6. 1 Trunk, located at City Hall
- Q7. Exhibit A, II Existing Network: "All locations connected via our own private multi-mode fiber" – Does this private fiber distribute a centralized internet connection or is it used for LAN access only?
A7. Both
- Q8. Does each site have a backup internet connection in the event of a private fiber failure?
A8. No
- Q9. Do you need any or all sites to be locally resilient in the event of an internet outage?
A9. Would like the cost of this feature proposed as an add on item.
- Q10. Does the City have existing CAT5 or better cabling in place?
A10. Yes
- Q11. Will the City consider utilizing the selected vendors contract?

RFP 19-IT-10 – VOIP Phone Solution - Addendum No. 1

12/20/2018

A.11. The City will consider

Q12. Is only an electronic copy of the submittal required?

A12. The City would like one original hardcopy and one electronic copy on a thumb drive.

Q13. Would the City consider extended the question due date?

A13. See the revised scheduled

Event	Date
Issue RFP Notice	December 5, 2018
Non-Mandatory Pre-Bid	December 20, 2018 10:00 am
Last Date for Receipt of Written Questions	January 7, 2019 – 10:00 am
Addendum Issued (If Applicable)	January 8, 2019
Proposal Opening Date	January 15, 2019 – 10:00 am
Evaluation Committee	January 22, 2019 – 10:00 am
Notice of Recommendation	January 22, 2019
City Commission Hearing Date	February 12, 2019

Q14. Do you need overhead paging?

A14. Intercom paging over the headset is required.

Q15. What is the current speed of the internet connection coming into the facility?

A15. We currently have an internet connection of 100 megabytes per second.

Q16. What is the resiliency requirement?

A16. Currently we do not have a backup. Would like to see a quote as an add-on.

Q17. What is the current software models of phones?

A17. We use a Cisco call manager with Cisco 7962 handsets and a Cisco 7937 conference

Q18. How many phone lines?

A17. Total of 65

Q18. Do the headsets require multiple ports?

A18. Yes, we use the phones as a switch to connect the PC.

Q19. Does the City have any special requirements?

A19. Yes, at Public Works the gate intercom needs to connect to the desks at Public Works.

Q20. Does this bid include fax lines?

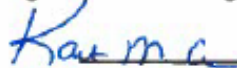
A20. No, the fax lines are all analog.

RFP 19-IT-10 – VOIP Phone Solution - Addendum No. 1

12/20/2018

- Q21. What are the Call Center requirements?
- A21. 2 admins and 5 agents
- Q22. What speed handsets do you require?
- A22. Minimum of 1 gig
- Q23. For 911 purposes how do the handsets need to be recognized?
- A23. By building
- Q24. Retention of Call Center call recordings
- A24. Minimum of 30 days with a maximum of 120
- Q25. What is the current call volume of the call center.
- A25. Average of 125 per day
- Q26. Do you provide toll free service?
- A26. No
- Q27. Are we looking at a lease / purchase arrangement?
- A27. Both
- Q28. How do you want any interest rate shown?
- A28. Built into the monthly rate.
- Q29. Are voicemails to be transcribed?
- A29. All voicemail is to provide a transcription and email to the users phone.
- Q30. How many virtual softphones are to be provided? Where do they reside?
- A30. Less than 15 on PC / Mobile phones
- Q31. Would the City consider a shared VOIP platform?
- A31. The City prefers a standalone purchased or leased solution.

Signature acknowledges receipt and understanding of this addendum.



Kathleen Ciccone, Sr. Manager

Name/Title

January 8 , 2019

Date

**ADDENDUM NUMBER 2
RFP 19-IT-10 - VOIP
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP 19-IT-10** for the above **VOIP PHONE SOLUTION** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before January 15, 2019 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.,
Holly Hill, FL 32117

QUESTIONS AND ANSWERS

- Q1. Exhibit A, reference to phone lines refers to telephones?
- A1. Yes
- Q2. Should bidder determine/recommend what type of telephone to propose since specifics for telephones are not identified?
- A2. Telephones should be equal to or better than current CISCO 7962 phones that we currently have.
- Q3. Exhibit A, page 2: Statement: Quality of Service guarantees with penalties. Is Holly Hills defining penalties as credits?
- A3. Yes, Penalties would be in credits.
- Q4. Same statement as #3. Since Holly Hills is providing internet and network, QoS guarantees with penalties should be re-worded to state that this will only apply to the hosted VoIP being proposed as we would not be responsible for customers network.
- A4. Penalties will be applied when it is determined by customer to not be the fault of customer supplied internet or network.
- Q5. Exhibit A, page 2. Statement: Bandwidth utilization and inbound/outbound call detail reports. We see that as 2 different items. Please further define bandwidth utilization (since HH is providing the network), and how that applies to proposer.
- A5. You should be able to provide a utilization report for your end of the transmission. How many calls, from whom, to where, etc. From the vendors location you should be able to determine bandwidth utilization as it impacts the vendors network as it is routed to the customers network.
- Q6. Exhibit A, page 2. Statement: Administrator virtual console. Is Holly Hills referring to web accessed portal? Please further define.
- A6. Yes, you should have an admin portal for provisioning new phones, reassigning phones, etc.

RFP 19-IT-10 – VOIP Phone Solution - Addendum No. 2

1/04/2019

- Q7. What firewall does the City currently have in place?
- A7. Watchguard Firebox M370
- Q8. For call recording, would the City happen to know how many minutes you anticipate to need?
- A8. Approximately 25 to 30 hours per month.
- Q9. Which wallboard software does the City currently utilize? How many locations will it be accessed / viewed at?
- A9. We don't currently utilize wallboard software. No more than two locations.
- Q10. Will the City entertain proposals for a separate LAN network for voice only that utilizes vendor provided switches to keep the City's existing data network and the new voice network separate? Does the City have spare CAT5 infrastructure in place to support this configuration?
- A10. No
- Q11. If the City wishes to use their existing switches for a converged solution, will the City owned switches support the following criteria:
- Allow our Ethernet Switch to be deployed in the City's facility to perform as the demarcation point and an aggregate switch for the network.
Yes
 - Will the City's LAN switches support :
 - 802.1Q VLAN tagging
 - 802.1Q trunking
 - 802.1p Quality of Service
 - 100 Mbps/port
 - 1000 Mbps/port if the City is expecting 1 Gbps of throughput through our 1 Gbps IP Phone
 - LLDP
 - Voice VLAN
 - PoE standard 802.3af-2003
 - PoE standard 802.3at-2009
 - Cabling for this type solution should be CAT5e or better as CAT5 is limited to 100mb.
- A11. We currently utilize Cisco Catalyst 3560 and Catalyst 3560 PD series switches. Most of our network is covered by Cat5 not Cat5e.
- Q12. Are all the City's Cisco switches running the most up-to-date IOS version? If not, please confirm the version of IOS on these devices.
- A12. 12.2(55), 12.2(50) We are in the process of replacing most of our switches with the 3560 PD series
- Q13. Exhibit A, Section III VOIP Phone Solution Proposal Requirements include "Phones with PC port". Assuming this means an RJ45 port to allow PCs to be daisy chained off the back of the phone, how many phones will have this requirement?

- A13. Yes
- Q14. For Exhibit A, Section III VOIP Phone Solution Proposal Requirements:
- "Always on call recording (inbound/outbound) for select lines": how many lines will be recorded?
 - "On demand recording for all other lines": how many lines will be recorded?
 - "Call Accounting/Reporting for all phones": please elaborate on this requirement.
"Single sign on and LDAP sync": please elaborate on this requirement.
 - "Contact Center with 2 administrators and 5 agents": Is this a call center? Are the 2 Supervisors and 5 agents part of the total count of users equaling 66 users?
- A14. A. Up to 5
- B. This could be any of the 66 phones we have. Would prefer to have this feature active for all phones should it be necessary.
- C. Number of calls, daily, weekly, monthly. Call time per call, etc.
- D. Yes, there are 65 phones plus 1 conference phone.
- Q15. Would the City like to keep any of their existing phones? We offer a full CUCM, Unity and CUCX Contact center solution hosted in the cloud and can easily migrate you to our hosted platform, quickly, seamlessly and at a significantly reduced cost.
- A15. No, the current phones are end of life.
- Q16. In Addendum 1, you state 65 phones. Does that include the conference phone?
- A16. We have 65 phones, plus 1 conference phone.
- Q17. For the call recording, how many lines need the recording capabilities?
- A17. 5

Attachments

- Please find an updated contract to reflect the initial five year with the five year extension. This replaces the previous contract within the RFP.
-

Signature acknowledges receipt and understanding of this addendum.



Kathleen Ciccone, Sr. Manager

Name/Title

January 8, 2019

Date

**ADDENDUM NUMBER 3
RFP 19-IT-10 - VOIP
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the RFP 19-IT-10 for the above VOIP PHONE SOLUTION as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before January 29, 2019 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.,
Holly Hill, FL 32117

QUESTIONS AND ANSWERS

Q1. Would you consider a two week extension due to the holidays and the quantity of questions submitted and received in the previous addendums.

A1. Yes

Event	Date
Issue RFP Notice	December 5, 2018
Non-Mandatory Pre-Bid	December 20, 2018 10:00 am
Last Date for Receipt of Written Questions	January 4, 2019 – 10:00 am
Addendum Issued (If Applicable)	January 8, 2019
Proposal Opening Date	January 29, 2019 – 10:00 am
Evaluation Committee	February 5, 2019 – 10:00 am
Notice of Recommendation	February 5, 2019
City Commission Hearing Date	February 26, 2019

Attachments

Not Applicable

Signature acknowledges receipt and understanding of this addendum.

Kathleen Ciccone

Kathleen Ciccone, Sr. Manager

Name/Title

January 18, 2019

Date

RFP 19-IT-10 – VOIP Phone Solution - Addendum No. 3

1/10/2019

TAB VII – PRICE PROPOSAL FORM

Please see Spectrum's detailed Pricing Table below.

PROPOSAL PRICING FORM
RFP 19-IT-10
VOIP PHONE SOLUTION

RFP Date: January 15, 2019

TO: The City of Holly Hill, Florida

FROM: Spectrum Enterprise

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the *Proposal Tender Form* must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **VOIP PHONE SOLUTION** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **VOIP PHONE SOLUTION** as follows:

VOIP Phone Solution - Cost Proposal

Year	Description of Fee(s)	Startup Cost	Monthly Cost	Annual Cost	Total Cost
1					
1					
1					
2					
2					
2					
3					
3					
4					
4					
5					
5					
Total Years 1-5					

Year	Description of Fee(s)	Startup Cost	Monthly Cost	Annual Cost	Total Cost
6					
6					
7					
7					
8					
8					
9					
9					
10					
10					
Total Years 6-10					

Equipment Description and Features	Per Unit Cost

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

x Kathleen Ciccone
 Authorized Signature

Kathleen Ciccone, Sr. Proposal Manager
 Printed Name & Title

Charter Communications Operating, LLC
 Company

January 8, 2019
 Date

485 N. Keller Road, Suite 100
 Address

Maitland, FL 32751
 City, State, Zip Code

(407) 415-8083
 Telephone No.

Email Address.

Year	Description of Fees	Startup Cost	Monthly Cost	Annual Cost	Total Cost
1,2,3,4,5	Polycom VVX601 (Gigabit) phone	\$0.00	\$462.00	\$5,544.00	\$27,720.00
1,2,3,4,5	UC Premium feature pack	\$0.00	\$1646.10	\$19,753.20	\$98,766.00
1,2,3,4,5	UCC Premium agent	\$0.00	\$211.50	\$2,538.00	\$12,690.00
1,2,3,4,5	UCC Supervisor	\$0.00	\$102.60	\$1231.20	\$6,156.00
1,2,3,4,5	Conference/ATA feature pack	\$0.00	\$11.00	\$132.00	\$660.00
1,2,3,4,5	Premium call recording	\$0.00	\$140.00	\$1,680.00	\$8,400.00
1,2,3,4,5	Auto Attendant	\$0.00	\$4.00	\$48.00	\$240.00
1	Onsite Training	\$1,500.00	\$0.00	\$0.00	\$0.00
1	Installation	\$0.00	\$0.00	\$0.00	\$0.00
	Total Years 1-5				\$154,632.00

Pricing Notes

All pricing herein shall remain in effect throughout the Initial five year Lease Term, subject to the following contingencies:

- ▶ Complete Terms & Conditions as provided in Spectrum's Commercial Terms of Service.
- ▶ Monthly Recurring Charges (MRCs) and Non-Recurring Charges (NRCs) are exclusive of taxes/fees/surcharges.
- ▶ All prices reflected above for the initial five year lease term are only valid as a bundle and any location or component may not be selected individually.
- ▶ Spectrum is willing to negotiate the lease pricing for Years 6-10 after the initial five year lease term is complete.
- ▶ Prices above reflect the City's desire to use its own switches and internal wiring.
- ▶ Spectrum has waived initial standard installation charges for the City.
- ▶ As part of its customized Training Plan for the City, Spectrum has included one day of Onsite Training as part of its proposed solution. The City may request additional Onsite Training sessions at \$1,500 each and/or instructor led Custom Webinars at \$250 each.

Spectrum's Taxes, Surcharges, and Fees provision is as follows:

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, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer.

Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges).

Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

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

TAB IX – APPENDIX

Case Studies

CASE STUDY

The City of Cayce improves life for residents—using a smaller workforce than similar cities

From repairs to public safety, the City harnesses Ethernet and FIA to free employees to shine on the job and in the community

The City of Cayce, SC, has a population of more than 12,500 residents. Like many local governments, its workforce outgrew a central location. In 2012, IT Director Roger Marini began to meet this challenge by upgrading the City's Spectrum Enterprise infrastructure so off-site employees could collaborate, access email and share resources as efficiently as if they were working at the fiber-enabled City Hall campus. By 2017, however, a new set of challenges prompted Marini to take a fresh look at ways to improve everything from administrative procedures to public safety.

"Cayce employees, including police officers, can now respond to residents better and faster because they're operating with access to resources at City-Hall speed, no matter where they actually are."

—Roger Marini

Challenges

Contain rising labor costs

As with any City government, payroll is a major budget challenge for Cayce. Between the City's evolving needs and residents' expectations for new services, it was critical to increase productivity. The challenge was to do it without increasing the size (and cost) of the City's workforce.

Remove hurdles that kept the City from expanding its use of cloud resources

The existing broadband on Cayce's network supported all the City was doing with its on-premise servers, along with data replication to the cloud and Microsoft Office 365 for email. However, Marini lacked the capacity to add more cloud applications and have them run as efficiently at remote locations, such as the utilities division and waste water treatment plants, as they did for workers on the City Hall campus.

Cut work order delays

Marini says the City's paper-based process "hamstrung everything from pothole repairs to turning water on or off for residents." Crews lost hours traveling back and forth from the field to City Hall to pick up work orders, fill out work reports and hand them



Roger Marini, IT Director
Client since 1995

Client profile



Company
City of Cayce, South Carolina

Industry
Government

Services
Ethernet Services, Fiber Internet
Access, PRI Voice, Business Internet

CASE STUDY IMPROVING LIFE FOR RESIDENTS—USING A SMALLER WORKFORCE THAN SIMILAR CITIES

off to someone else to enter into the computer system. When delinquent water bills were paid, for instance, it took an entire day for water to be turned back on.

Comply with FBI and SLED public safety network requirements

Since the police substation is remote from the City Hall campus, the City needed to make sure any criminal justice information flowing over the network met stringent new data encryption standards set by the Federal Bureau of Investigation and South Carolina Law Enforcement Division.

More police presence at headquarters than in the community

During their shifts, police officers had less time to be out in the community because of the hours spent traveling between their substation and City Hall to handle paperwork. In addition, vandalism at Cayce parks was increasing and police had no way to track down—or prove—who was responsible.

Solutions
Link locations with each other and with new resources

Cayce increased the top speed of its Spectrum Enterprise Ethernet Private Line (EPL) network from 250 Mbps to 500 Mbps, while also doubling the speed of Fiber Internet Access (FIA) circuits connecting each location to the EPL. Now, all locations are not only connected to City Hall via the Internet: even off-site facilities operate with the same high-speed connectivity to cloud-based resources as employees working inside City Hall.

Equip police substations with new public safety tools

For the police substation, FIA connectivity was increased to 100 Mbps to support video surveillance



With over 100 technology employees dispersed around the City, an Ethernet Private Line solution from Spectrum Enterprise gives everyone a seamless connection to City Hall.

cameras installed in a nearby public park. Because the EPL brings all employees onto the same domain, just one PRI voice circuit is needed. This accelerates police responsiveness because callers can reach law enforcement personnel directly and calls can be transferred between substation and headquarters personnel without delays.

Increase security safeguards

To meet the broadband and security requirements of FBI and SLED encryption standards, Marini supervised a major network redesign that harnesses fiber's capacity and Spectrum Enterprise network security features. This ensures sensitive information, such as criminal justice files, can flow from police headquarters to substations securely—but without the long wait-times that agencies often expect when sending and receiving encrypted data.

An extra layer of business continuity

In addition to the resiliency of the Ethernet solution and cloud back up, the City continues to rely on its 100 x 10 Mbps coax Business Internet

as a "back door." If there were ever network problems at the main City Hall location, it could serve as a VPN line, enabling Marini's team to use the off-site locations' Internet connectivity as a work-around.

Results
Better services for residents with fewer employees than other cities

The network's high-speed fiber is enabling the City to re-engineer administrative processes to respond more efficiently to requests for park maintenance and repairs, business licenses, water hook-ups, and other City services. Plus, Cayce is achieving this high level of responsiveness with just 180 City workers, about half the workforce of other similarly sized cities in South Carolina.

IT costs reduced by pushing more applications to the cloud

Having employees all on one network gives Cayce's IT team better control over hardware and software configuration. In addition, Marini says, "more and more of our application providers are switching to cloud-based products. Prices for these apps have been dropping, too.

CASE STUDY IMPROVING LIFE FOR RESIDENTS—USING A SMALLER WORKFORCE THAN SIMILAR CITIES

making them more attractive than server-based apps.” While he says that he hasn’t yet bought his last physical server, he’s no longer worried about slow connectivity making it difficult to use cloud-based resources efficiently. He is looking at moving some of the City’s file storage to the cloud, along with evaluating new options for financial and public safety applications.

More time focused on serving residents and less time spent on paperwork

Armed with fiber broadband, the City is re-engineering many administrative processes. For instance: crews reading water meters and repairing water lines no longer have to travel back and forth to City Hall to turn in completed-job reports and pick up new batches of work orders. Instead, work orders can be dispatched to laptops in workers’ vehicles on a faster “as-generated” basis. Workers can complete reports in the field, entering information directly into the computer. Work orders don’t pile up, workers complete more jobs each day and the person who used to enter completed-job reports into the computer has time available to focus on new initiatives within the utilities division.

Lower operating costs—and higher security

Cayce’s IT team found that tying all the locations together reduced the cost of having people work at remote sites. It also eliminated the security concerns of having employees use personal Internet and email to conduct official City business from the field.

Greater police presence in the community

Officers spend more time out in City neighborhoods. Their trips to the public safety facility on the City Hall campus are minimal. Officers file reports, get information and collaborate with on-campus personnel directly from their substations.

“Our biggest cost is labor. Our City has made a commitment to investing money in technology so the people we have can be more efficient. Because of what we’re doing with Spectrum Enterprise, we can adjust our administrative procedures and take more advantage of the technology we have.”

—Roger Marini

Vandalism has also been reduced

Because Cayce’s police substations are on the EPL, images from video cameras in the park are transmitted quickly enough so officers can monitor the parks in real-time. Footage is also recorded on a DVR so if there is vandalism or problems in the park at any hour, police can go back and see what happened. For parks that aren’t near police substations, Spectrum Enterprise connectivity enables police to access security camera recordings via the Internet. “We can figure out who the bad guys are,” Marini says. “That’s something we couldn’t do before.”

Continual Improvement

From letting residents know about “boil water” alerts, to giving repair crews fast access to City maps, Cayce is committed to providing the technology workers need to do an outstanding job serving residents. “Thanks to our Spectrum Enterprise solution,” Marini says, “neither performance nor innovation is limited because we’re running out of memory, computer space or bandwidth.”

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America’s largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2018 Charter Communications. All rights reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

CASE STUDY

An ophthalmology practice unlocks higher value from its EMRs and call center

Hosted Voice saves \$40,000 a year, increases patient satisfaction and accelerates cash flow

Client profile

Tomoka Eye Associates is a thriving ophthalmology practice with three offices and its own surgery center along the Florida coast. Most of the practice's 100,000 patients are seniors. Tomoka's call center is a major asset, connecting patients with live operators who answer questions and can even begin over-the-phone triage for patients with eye problems. From the call center, to Electronic Medical Records (EMR) software that accelerates doctors' ability to make treatment decisions, responsiveness sets Tomoka apart—and ahead, with its patient base growing steadily despite intense competition.

"Our call center needs to stay accessible and responsive, and EMR access must be fast, reliable and secure. We get everything we need to create this superior patient experience with fiber optics and Hosted Voice from Spectrum Enterprise."

— Bill Watson

Challenges

Slow access to electronic patient records bottlenecked patient treatment and billing. EMRs help medical practices accelerate treatment, avoid duplicate procedures and ensure quality care and timely reimbursement. In 2014, a federal mandate to implement EMRs, along with the promise of using EMRs to benefit both patients and doctors, prompted Tomoka Eye Associates to make a significant investment in software to digitize, manage and deliver medical records.

Unfortunately, the copper T1 lines connecting Tomoka's offices to each other and the Internet couldn't handle these large files. Software buffering frustrated the ophthalmologists as they tried to enter patient notes and review previous visits. Billing slowed, too, as staff waited for screens to display data needed to file for reimbursement. Tomoka CEO Bill Watson needed a way to speed things up.



Bill Watson, CEO
Client since 2016

Client profile



Company
Tomoka Eye Associates

Industry
Healthcare

Services
Hosted Voice
Fiber Internet Access
Ethernet Private LAN
Fiber Connect TV for Healthcare

CASE STUDY AN OPHTHALMOLOGY PRACTICE UNLOCKS HIGHER VALUE FROM ITS EMRS AND CALL CENTER

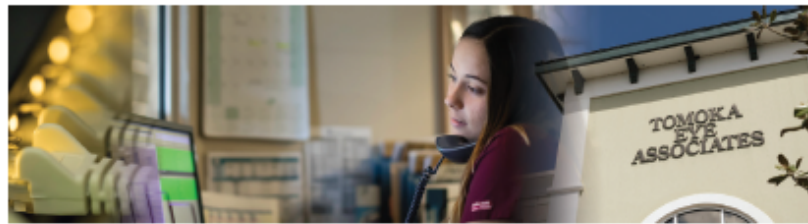
"Call center staff now handle 7,000 to 8,000 calls a month with superior service that helps the 100,000-patient practice see the number of visits grow 5-7% per year despite intense competition."

Unreliable hosted VoIP service kept patients from reaching the call center. The practice's call center, previously a competitive asset, was threatening to become a liability: When patients couldn't reach the live operators, calls rolled over to an automated answering service that left them waiting hours, even days, for a call back. With up to 8,000 calls coming in each month, even brief outages had a profound impact on the satisfaction—and care—of patients calling with everything from billing questions and contact lens refills to eye emergencies. Watson needed a solution for these frequent VoIP outages.

Resolving even simple IT issues took days. Tamara Tomassini, Tomoka's Patient Support Manager and Palm Coast Office Manager, recalls that with the previous hosted voice provider, "even something as simple as changing a name on a phone took a week." Watson adds that the long wait for the provider to fix problems was

"Overhead is a big issue for medical practices. We're now saving about \$40,000 a year just with the Hosted Voice portion of our Spectrum Enterprise solution."

- Bill Watson



compounded by how hard it was for Tomoka to report troubles in the first place: "The provider wasn't local," he says. "We had no rep to call."

Outdated call center management tools undercut the excellence of the staff. Operators couldn't manage—or even see—calls waiting in queues. Plus, although the previous solution included call recording, there was no mechanism for finding those calls later. When a patient phoned with a billing question, it often took days to retrieve the call manually and forward it to the billing team. It was equally difficult to retrieve specific types of calls for training sessions.

Solutions

Accelerating productivity across the Tomoka enterprise. The EMR bottleneck prompted Watson to replace T1s with fiber optics, and Tomoka Eye Associates chose Spectrum Enterprise as its new provider. The account team provided guidance on how to bring out the value of the EMR software by using fiber connectivity to improve patient care and administrative functions across Tomoka's three-locations. The initial solution included an Ethernet Private LAN (EP-LAN) that uses Metro Ethernet to link all offices with each other and with the 50 Mbps Fiber Internet Access (FIA) circuit at Tomoka's main office. This accelerates the performance of the EMR software and other applications shared across the enterprise.

Creating patient-centric offices. Ophthalmology exams typically include administering drops that take 20 minutes to dilate patients' eyes. To help them relax and pass the time, Tomoka installed Spectrum Enterprise Fiber Connect TV for Healthcare service in all reception areas. Because the video service operates on a separate connection, it doesn't affect the connectivity for Tomoka's data communications.

Empowering call center staff to raise responsiveness. When the Spectrum Enterprise team added Hosted Voice to Tomoka's solution, Watson's IT and call center managers were impressed with how the advanced, cloud-based private voice network operates on its own fiber circuit. Like the separate TV circuit, this means the EMR software and other applications deliver top performance, even with hundreds of calls a day coming into the call center.

Watson also appreciated the turnkey completeness of Hosted Voice. This one solution provides network and transport equipment, plus features such as the Unity Desktop. This live dashboard lets call center staff view queued calls in real-time so they can get to patients quickly, even during high-volume periods.

CASE STUDY AN OPHTHALMOLOGY PRACTICE UNLOCKS HIGHER VALUE FROM ITS EMRS AND CALL CENTER

Results

A “night and day” difference in EMR performance. With fiber, Watson says the investment in EMR software finally began to pay off. The fiber unlocked the full value Tomoka had originally anticipated: faster billing, better use of doctors’ time with patients and higher-quality care for patients themselves. In 2017, with the practice continuing to add patients and cloud-based shared apps, Watson further upgraded the practice’s FIA solution to 50 Mbps.

A steep reduction in call center costs. While the call center is a competitive asset, it’s also a cost center. The \$40,000 a year saved with Hosted Voice service is a double win: improving patient experience and Tomoka’s bottom line. In fact, Watson adds, “Hosted Voice gave our people the tools to be so much more to patients than call center reps. For this reason, we renamed the call center the ‘Patient Support Center.’”

Higher satisfaction for patients, physicians and staff. Doctors can quickly check patient EMRs and add notes so they can spend more time engaging with patients. The billing staff is delighted with the EMR software’s new performance and its impact on cashflow. Instead of taking an hour, it now takes minutes to pull up a file and determine billing reimbursement codes. Plus, issues get resolved in minutes versus days. For

“Callers’ medical and billing issues are now resolved in minutes vs. days, thanks to Hosted Voice call center tools.”



With FIA and EP-LAN solutions from Spectrum Enterprise, Tomoka professionals can quickly check patient EMRs and add notes so they can spend more time engaging with patients.

instance, Watson explains, the ability to record and search for specific calls means Patient Support Center reps can “go in, grab a recorded call instantly, and tell our staff, ‘I’ve got a patient with a problem. I’m going to email you the call.’”

Tomassini says the reliability of Hosted Voice means “the Patient Support Center phones have not gone down. That level of responsiveness is essential to maintaining the quality of care we provide. It really sets us apart.” Hosted Voice also responds to internal needs. Tomassini recalls how, “if we were to close 30 minutes early... it would require a 30-minute call” to the old provider to make that happen. “Now, I log into the admin portal, click, and it’s done!”

Staying agile in a changing field. Watson must make decisions today that continue to deliver value as technology, demographics, reimbursement and ophthalmology continue to change. From adding offices to exploring ways to do more with existing Hosted Voice features,

Watson says he relies on local support from Spectrum Enterprise for the metrics, insights and expertise to help him make the right decisions for patients, doctors and the future of the practice itself.

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America’s largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2018 Charter Communications. All rights reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.



Tomoka Eye Associates

Mark E. Kennedy, M.D.
Michael K. Makowski, M.D.
Timothy D. Root, M.D.
Alan D. Spertus, M.D., FACS
Rory A. Myer, M.D.
Thomas M. Kline, O.D.
Karin L. Schoeler, O.D.

September 14, 2018

To Whom It May Concern,

Tomoka Eye Associates is the largest provider of eye care on the Central Florida Coast with three offices serving coastal Volusia and Flagler counties. We see approximately 60,000 patient visits per year and perform close to 5000 eye surgeries per year in our own private surgery center.

As you can imagine when running a practice of this magnitude communication at every level is of paramount importance. To enhance our customer service and to vertically enrich the practice we added a Call Center which is responsible for first line contact. When started it was staffed full time by two dedicated operators that assisted patients with primarily scheduling.

Today's call center has morphed into what we call the Patient Support Center, it now has six full time support specialists who are all CPSS Certified Patient Service Specialists, and these pros are trained to triage and take conversations to the second and third level. All good right?

Well...not quite we were lacking the robust communication system to enable us to make sure that every one of the over 8000 calls received monthly were answered by a person, no exceptions. Enter Spectrum.

Spectrum was able to get us an amazing system that has vastly improved the operations of our Patient Support Center. They can pace with our growth initiative, provide the software for us to deliver a vast array of metrics and in addition they were able to save us over FORTY thousand dollars!!!

Furthermore the follow up and relationship we have formed with spectrum has been amazing...we buy people at this practice! Our experience has led us to using Spectrums services for fiber optic, voip, internet as well as cable service into all of our locations. We highly recommended all of Spectrums services!

Sincerely,

William L. Watson, CEO

Tomoka Eye & Tomoko Surgery Center

345 Clyde Morris Blvd., Suite #330
Ormond Beach, FL 32174
(386) 672-4244
FAX: 672-0603

21 Hospital Drive, Suite #160
Palm Coast, FL 32164
(386) 586-3711
FAX: 586-3788

790 Dunlawton Avenue., Suite A
Port Orange, FL 32127
(386) 767-0053
FAX: 767-3490

CASE STUDY

Orlando City soccer stadium kicks off success with a world-class fan experience

Achieves major-league engagement without an IT staff, thanks to Hosted Voice and other managed services

Client profile

In 2010, Phil Rawlins moved his minor-league soccer franchise from Austin to Orlando and partnered with the club's Majority Owner Flavio Augusto da Silva. By 2015, Orlando City SC had won Major League Soccer (MLS) status, regularly drawing an average attendance of 33,000 passionate fans to Camping World Stadium, formally known as the Orlando Citrus Bowl. Just two years later, Orlando City completed its journey into professional soccer by opening its 2017 season with a sold-out match at the club's privately-funded and newly

built 25,500-seat soccer stadium. The Orlando City Stadium is now home to the Lions and their National Women's Soccer League sister club, the Orlando Pride.

Challenges

Kickstart ROI with rapid growth in fan spending. To achieve rapid return on the stadium investment, the club's goal was to combine the Lions' and Pride's powerhouse performance on the field with a robust WiFi environment, thrilling video experience and outstanding loyalty rewards program to create the most-engaged fans in MLS—and strong revenues. The challenge was to equip the stadium with connectivity that could handle 25,500 fans using WiFi to earn points for purchases, stream live video of matches in progress and share photos and video on social media.

Keep phone service from draining the budget and Internet bandwidth. OCSC corporate offices used a PBX phone system that inflated overhead costs and made it hard to add phones. In building the new stadium and moving those offices into the complex, Rob Parker, Vice President for Corporate Partnerships, wanted a reliable system that could scale as needs changed. He also



Rob Parker, Vice President, Corporate Partnerships
Client since 2013

Client profile



Company

Orlando City Soccer Club

Industry

Sports/Entertainment

Services

Managed Hosted Voice
Managed Ethernet Private LAN
Fiber Internet Access
Managed WiFi
Managed Security
Fiber Connect TV

"We wanted world-class voice, data and Internet connectivity for the stadium and our corporate offices. We wanted a 'full-engagement' video and social media experience for our fans. What we didn't want was an in-house IT team. Spectrum Enterprise was the one provider able to give us everything."

- Rob Parker

enterprise.spectrum.com

First Last

Sales Position
test@test.com
Phone: 123.456.7890
Cell: 123.456.7899



CASE STUDY ORLANDO CITY SOCCER STADIUM KICKS OFF SUCCESS WITH A WORLD-CLASS FAN EXPERIENCE

needed a voice system that wouldn't siphon capacity from OCSC data connectivity. Plus, he wanted to avoid the capital expenditure required to upgrade the PBX and to free the soccer club from worries about obsolescence and high fees for local calling, inbound toll-free calls and domestic and international long distance.

Avoid having to hire an in-house IT team. Once Orlando City earned Major League Soccer (MLS) status, Parker says OCSC set its sights on building a stadium. The vision was to engage fans with the passionate way soccer is enjoyed in Europe and South America. This meant meshing technology and architecture to create the loudest, most intimidating soccer stadium in MLS. The challenge was implementing this major-league technology without the high cost of hiring in-house IT experts.

Solutions

Recruit a major-league IT partner. Parker knew that achieving the major-league experience OCSC envisioned meant tapping the expertise of a top player in the IT world. Based on the corporate offices' prior experience with Spectrum Enterprise fiber solutions, OCSC extended that partnership to include all IT, communications and video infrastructure. Parker chose turnkey managed services so the soccer club can stay focused on growing the franchise while Spectrum Enterprise installs, manages and maintains the stadium's multi-featured solution.

"Our staff can focus on the franchise while Spectrum Enterprise manages the WiFi, Internet, voice and video tools we're using to grow the club's success."

- Rob Parker



Creating a captivating fan experience demanded a solution that could handle large applications and fortify business continuity between the stadium and the onsite corporate offices. The Spectrum Enterprise team delivered that solution with a variety of services.

- Managed WiFi lets fans upload photos, stream live video and interact with friends outside the stadium, provided by two redundant 5 gigabit Fiber Internet Access circuits.
- Fiber Connect TV provides yet another layer of excitement to the live experience during games with customized-channel video on screens throughout the stadium.
- A Managed Ethernet Private LAN (EP-LAN) serves the corporate offices. Because the WiFi is configured separately from the EP-LAN, it does not expose the club's mission-critical systems and applications.
- Managed Security Service protects the network, and accommodates spikes so service stays reliable even on high-traffic game days.

Reduce overhead by taking voice service to the cloud. In planning the stadium's infrastructure, OCSC traded its PBX environment for Hosted Voice, a more strategic cloud-based solution that uses a separate fiber connection, protecting the data and Internet connectivity that are so vital in supporting fan engagement. Having Spectrum Enterprise manage everything from network components and transport to upgrades and infrastructure proved more efficient and more cost-effective than installing a new PBX system. Plus, with its cloud presence and reliable fiber links, Hosted Voice provides resiliency that far surpasses what the PBX solution provided so the OCSC doesn't worry about outages disrupting voice communications.



In 2017, OCSC became the 5th highest value franchise in Major League Soccer, with a team value of \$272 million, according to Forbes' Major League Soccer's Most Valuable Teams 2017 list

CASE STUDY ORLANDO CITY SOCCER STADIUM KICKS OFF SUCCESS WITH A WORLD-CLASS FAN EXPERIENCE**Results**

200 phones with zero worries. Parker has seen immediate returns on Hosted Voice. The solution supports 200 phones throughout the stadium, including the corporate offices, guest services, corporate suites and concessions. There is zero investment up front and Hosted Voice reduces overhead compared to PBX fees for both inbound and outbound calls. No IT expertise is needed to upgrade, migrate or add users, support them or even select types of phones and choose add-on features. The OCSC staff can make all these changes in minutes without IT support. Plus, the soccer club can count long-term performance and scalability with Spectrum Enterprise managing all Hosted Voice hardware and software upgrades.

The most exciting fan experience in MLS. Orlando City Stadium's sunken playing field and low rooflines intensify crowd noise. The stadium also features the first full "safe-standing" supporters' section in MLS: a seat-free area where about 4,000 fans sing, drum, wave flags, chant and cheer. Despite the challenges of these architectural innovations, WiFi covers every inch of the stadium. The reliability of this service is critical, especially since ticketing is completely paperless. As fans stream through the gates, scanners use it to verify the tickets on each phone. "We don't want fans waiting or having to go to the box office because they can't get in with their smartphone," Parker notes. "We feel very confident with the Spectrum Enterprise WiFi solution."

A loyalty program customized for each fan. Parker has been able to make the LionNation fan loyalty program even more interactive by awarding points that can be

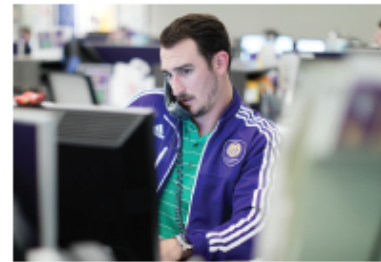


Soccer fans from 50 U.S. states and 50 countries attended the Lions' first game at Orlando City Soccer Stadium.

redeemed for special offers, discounts and exclusive content, including video replays. "This program really has a 'wow' factor," he explains. "Having connectivity is key not just for connecting with fans, but for tracking data on their behaviors so LionNation can provide truly individualized engagement and rewards."

Leaving no one out. Camping World Stadium—the Lions' previous venue—regularly sold out season opening games and hosted an average of 33,000 fans a season making it the second highest average attendance in MLS in 2015 and 2016. The new stadium holds about 10,000 fewer people. Fortunately, even when fans can't get a ticket, the speed of the Fiber Internet Access that supports stadium WiFi makes uploads so fast that fans watching the game on TV or online at home can engage in the real-time action with friends who are at the stadium.

Boosting international soccer tourism and the local economy. The intensity and originality of the live soccer experience inside Orlando City Stadium is attracting fans from across America and around the world. Increased tourism is a bonus particularly for boosting the identity—and struggling economy—of the Orlando's Parramore District where



Revenues have risen substantially since the stadium opened in March 2017.

the stadium resides. Parker says, "The more successful we are with the stadium, the more we can give back to underprivileged children, local workers, and the city of Orlando. So, the bottom line is that creating major-league success takes major-league technology, and that's where we rely on Spectrum Enterprise to give us the edge."

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2018 Charter Communications. All rights reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Product Information

Hosted Voice

At Spectrum, our success is based on a simple premise: to think differently about our clients.

We think globally, but invest locally in the long-term success of our clients and our community. We built a leading edge national fiber-based network from the ground up to provide the connectivity, security, and reliability today's organizations demand. The strength of our network, combined with a comprehensive portfolio of products and services, allows us to design and deliver highly customized, scalable, and technologically advanced enterprise solutions. Most importantly, we don't force a one-size-fits-all product; we work closely with our clients to deliver an integrated solution that meets their organization's specific needs.

All of our innovative solutions are delivered over our privately owned and operated all fiber networks and backed by a world-class team of dedicated account representatives, management, engineers, and technicians who are locally based to provide full-time support 24/7/365. The result is superior performance our customers can always rely on.

Our objective is to appeal to customers by providing an alternative to the large, indifferent carriers or the unstable new entrants. Spectrum's solutions are designed skillfully to meet our customer's needs and are competitively priced, including the following:

- ▶ Customers that are facing an expensive system upgrade or replacement.
- ▶ Customers who are growing or moving locations and require a new phone system
- ▶ Customers that look to or have already begun move all their IT to the cloud,
- ▶ Removing the need for a dedicated in-house dedicated Voice and IT teams
- ▶ Removing the need for on-site HW and HW and SW constant upgrades
- ▶ Customers that have mobile workers they wish to connect to the overall network.
- ▶ Customers that look for an advanced Unified Communications features with strong business continuity and security
- ▶ Customers that look for robust private voice network with advanced cloud and phone features from a single provider to manage their voice and data networks.
- ▶ Existing Fiber customers or customers whose sites are fed by Fiber.

Additionally, Hosted Communications is a competitive alternative to a managed/premise-based PBX offering.

Spectrum Enterprise Network

Spectrum's Hosted Communications utilize Voice over IP (VoIP) technology to offer more functionality and features than legacy networks for its Hosted Voice, Hosted Call Center, and Unified Communications offerings. Further, because all the voice services are hosted on the Spectrum Fiber Network, Hosted Communications is a pure "Cloud service", also known as Software as a Service (SaaS).

VoIP services are offered today by many vendors and most of these are "over the top" providers, e.g. Ring Central for business or Vonage for consumer VoIP. The unique advantage of Spectrum Hosted Communications is that it is NOT an "over the top" provider.

The Hosted Voice calls travel across our own Network with Fiber access to the premise, which allows us to be in full control of the Quality of Service (QoS). This unique capability is more similar to the legacy offerings from the Incumbent Local Exchange Carriers (ILECs).

Hosted Voice from Spectrum is a fully managed cloud-based solution that offers advanced unified communications customized to fit your organization's specific needs. It is a fully scalable solution that improves productivity and provides a flexible, cost-effective pay-as-you-go feature to fit any budget. Hosted Voice provides a seamless connection to the office from anywhere, maximizing the productivity of your mobile and remote employees. Every Feature Pack includes best in class, HD phone equipment, unified communications software, and full technical support and collaboration.

Hosted Voice is reliable and responsive. Our fully redundant facilities-based IP core infrastructure ensures availability and quality of service. Features such as voicemail and automated attendant are located in the cloud, which means there is no loss of service due to inclement weather or local loss of power, ensuring business continuity. As technology advances, features are seamlessly integrated into the Enterprise Solutions cloud and automatically upgraded, eliminating costly and challenging upgrades that organizations face when managing a premise-based voice platform.

Unlike other providers, Spectrum delivers Hosted Voice via a dedicated and secure data connection over our privately owned fiber network. There is never any waiting for a third party to respond to issues. Enterprise Solutions engineers manage the voice service and correlating IT infrastructure, with locally based customer service teams available 24/7/365 to respond immediately. Because we operate and maintain the system infrastructure in our cloud, Hosted Voice allows clients to improve efficiency, minimize costs, and reallocate precious IT resources to business critical activities.

Business Feature Pack

Includes all the productivity-boosting features an organization expects from an enterprise class phone system:

- ▶ HD voice quality
- ▶ Extension dialing, including multi-site call routing
- ▶ Voicemail to email delivery
- ▶ Call forwarding to internal and external numbers
- ▶ Call transfer and 3-way calling
- ▶ Multiple voicemail greetings
- ▶ Online user portal allows you to view call logs and control user settings

Premium Feature Pack

Provides total workforce connectivity with powerful Find Me/Follow Me mobility features:

- ▶ Allows multiple devices to simultaneously ring when receiving incoming calls
- ▶ Calls can be transferred between mobile and desk phones
- ▶ Calls can be pulled from office to cell phones assuring seamless mobility
- ▶ Schedule call handling preferences by time of day, day of week, and caller
- ▶ Text message alerts on call activity
- ▶ Selective call blocking

Mobility Feature Pack

Enhances the productivity of a mobile workforce with additional features:

- ▶ Integrates mobile users into the office network
- ▶ Users receive calls through their enterprise assigned DID or extension number
- ▶ Voicemail to email delivery
- ▶ Voicemail stored in the cloud, not on mobile device

Conference Room Feature Pack

Integrates a premium conference phone with features such as:

- ▶ Multiple microphones
- ▶ Call transfer
- ▶ 3-way calling

Benefits of Hosted Voice:

- ▶ Dedicated and secure data connection over our privately owned and operated all fiber network
- ▶ Modular and fully customizable with pay-as-you-go feature
- ▶ HD voice equipment, featuring Cisco and Polycom IP phones
- ▶ Leading edge technology and automatic upgrades
- ▶ Full IT support and collaboration
- ▶ Full redundancy in the Enterprise Solutions cloud ensures improved reliability compared to traditional premise-based systems

Options:

- ▶ Auto Attendant - Provides callers with company greeting and dialing menu options. Routes calls to multiple user-defined destinations
- ▶ Voicemail Box - General business Voicemail or additional boxes for mobile or remote employees
- ▶ Queue - Automatic call queue when the receptionist is busy. Plays greeting and music-on-hold until call is answered
- ▶ Fax to Email - Receive and send faxes from email inbox
- ▶ Receptionist Console - Manage incoming calls via PC application. Allows receptionist to monitor line status, transfer calls, and all call handling features in real time. Supports unlimited number of users
- ▶ Unified Communications - PC, MAC and mobile applications that allow users to control feature settings, view call logs, speed dials, and company directory. Supports secure instant messaging, directory, and click-to-dial applications. Includes hold, transfer, and conference call control features

PRODUCT BRIEF

Hosted Voice



Hosted Voice from Spectrum Enterprise is a managed and fully supported voice solution that offers advanced Unified Communications (UC) customized to fit the needs of your organization. Our Hosted Voice solution is delivered via a dedicated and secure data connection over our privately owned fiber network.

Hosted Voice overview

Simplify the daily management of your phone system with Hosted Voice, a comprehensive and customized voice solution with Unified Communications (UC) and collaboration features. Hosted Voice connects a mobile workforce who require rich collaboration features and flexibility, including mobile phone integration, instant messaging and presence.

Hosted Voice from Spectrum Enterprise is a scalable service with predictable monthly costs, customized, ongoing training and technical support available 24/7/365. Experience the speed and reliability of dedicated fiber and free IT staff to focus on their next big IT challenge—and not daily phone system maintenance. Hosted Voice reduces capital expense by eliminating the need to purchase and maintain voice equipment and provides users anywhere, anytime access with an end-user-based portal for call routing, call forwarding and tracking. Empower your employees with our feature-rich elastic voice solution that includes best-in class IP-based phones.

- **Predictable monthly costs:** Reduce unplanned costs with free, unlimited long distance to all U.S. states and territories—and over 50 countries from any seat type (see usage plan for details)
- **Better leverage the skills and talents of IT staff:** Free your IT staff from communications maintenance and support—our network is managed end-to-end by our support team who monitor, diagnose and troubleshoot issues with the service
- **Provide modern workforce features and capabilities:** Gives you the flexibility to customize your service with feature-rich licenses, including Business, Premium and Mobility
- **Safeguard sensitive voice data:** Protect voice data with automatic updates to service software and security
- **Customize personal settings:** Make it easy to configure phone settings, service features and monitor usage with a convenient online end-user portal that can be accessed from anywhere with an Internet connection
- **Enjoy specialized support:** U.S.-based end-user service is available 24/7/365 by dialing *611

Product highlights

- **Streamline business operations:** Simplify management with a turnkey service that includes installation, hardware, billing and support—all from one vendor—built on a secure fiber network
- **Experience guaranteed speed and reliability:** Ensure consistent bandwidth speeds and guaranteed uptime with a service built on our dedicated private network—separate from the public Internet—and backed by stringent SLAs
- **Reduce capital expense:** Eliminate the need to purchase and manage on-premises voice equipment

enterprise.spectrum.com

Spectrum
ENTERPRISE

PRODUCT BRIEF HOSTED VOICE

	Business	Premium	Mobility
Description	Includes all the productivity enhancements and features an organization expects from an enterprise class phone system.	Mobile integration with Find Me/Follow Me call routing capabilities enabled through an online portal.	Designed for the mobile workforce with easy call management on mobile devices.
Includes all business features plus:			
Key features	• Call forwarding, call transfer and 3-way calling • Extension dialing with multi-site call routing • Voicemail to email delivery • Online user portal to control user settings and view call logs	• Find me/Follow me forwarding • Call transfer between mobile and desk phones • Set call handling preferences by time, date, and/or caller • Text message alerts	• Integrates mobile-only employees into the office network • Users receive calls on a mobile or remote phone using an enterprise phone number • Voicemail stored in the cloud, not on the mobile device
Everywhere connections from any device			
Optional: Unified Communications features	• PC application provides Instant Messaging and Presence (IM&P) with softphone voice and video calling and desktop sharing • Communicate your way - flexible configuration options allow users to control how and when they can be contacted. Customize within Call Settings	• Mobile app supports iOS and Android devices • Fast and easy connections - reach out in real-time with online presence displayed. One click from simple chat conversations to voice or video	

Additional services and hardware

- | | | |
|--|-------------------------------|--------------------|
| • Auto attendant | • Unity desktop pro | • Conference phone |
| • Receptionist console | • Queue | • Desk phones |
| • Additional voicemail box | • Basic phone license (lobby) | • Cordless phones |
| • Call Center options for agents and supervisors | | |

PRODUCT BRIEF

Unified Communications



Unified Communications (UC) from Spectrum Enterprise allows organizations to take full advantage of today's borderless work environment, both within the office and outside of it - for the always connected workforce.

Unified Communications overview

UC allows organizations to take advantage of today's work environment seamlessly, by improving reach and maximizing employee productivity. UC is a next generation, cost effective solution that brings the flexibility and cost advantages of cloud to today's always-connected workforce. Whether you're in the office or on the road, our UC solutions provide anywhere, anytime collaboration and connectivity for employees across your organization.

UC works with our Hosted Voice solution adding significant enhancements including audio and video calling, instant messaging and presence, desktop sharing and web collaboration. It supports different communication platforms eliminating the need for device-specific solutions. Available with three different Feature Packs and a fully integrated mobile app, for popular Apple and Android devices.

**Key features**

- **Collaboration made easy:** Work from anywhere, locate people quickly, reduce email/voicemail and share information faster
- **Mobile integration:** Integrate seamlessly with laptops and mobile devices through an Anywhere Connect mobile application
- **Seamless connectivity:** Increase productivity with an intuitive user interface and consistent experience with uninterrupted connectivity, regardless of location or device
- **Control your workday with ease:** Enjoy the flexibility to self-manage individual system and call preferences easily online and at your convenience through our self-administration portal
- **24/7/365 support:** Experience the unmatched service and support of a locally-based and easily accessible team of solution engineers and account representatives

enterprise.spectrum.com

Spectrum
ENTERPRISE

PRODUCT SLICK UNIFIED COMMUNICATIONS

	Business	Premium	Mobility
Prerequisite service needed	Hosted Voice business or premium feature pack	Hosted Voice business or premium feature pack	Hosted Voice premium feature pack
Anywhere Connect App (desktop)	✓	✓	✓
IM&P	✓	✓	✓
IVoice – softphone	✓	✓	✓
Video calling	✓	✓	✓
Desktop share		✓	✓
Anywhere Connect App (Mobile)			✓

Additional features with Anywhere Connect UC application:

- Receive and make calls directly from the app on PC, laptop, Apple or Android devices
- See availability of other UC users
- One-to-one and group chat via IM
- One-to-one desktop sharing
- Single login for Hosted Voice and UC

Learn more
enterprise.spectrum.com/voice
About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2018 Charter Communications. All rights reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

enterprise.spectrum.com SE-HC-PB004



Hosted Call Center



HOSTED CALL CENTER



Whether your organization has a small help desk or a full service customer support center, Spectrum Enterprise offers a fully managed Hosted Call Center service that delivers a consistent and reliable experience for your client interactions. Combining the simplicity and convenience of a managed solution with the scalability of an enterprise-grade infrastructure, our Hosted Call Center service creates the ideal environment for today's modern call center.

An add-on service to Hosted Voice, Hosted Call Center is a feature-rich, cloud-based solution designed to address the most challenging call center requirements. Modular in design, our solutions offer end user customization and real-time scalability on our secure and reliable fiber network. Gain the confidence and flexibility to shift your valuable IT resources to focus on higher value initiatives with a managed service and infrastructure that can grow as your needs evolve.

Product Highlights:

- **Ensure Clear, Reliable Service:** Services are delivered via a dedicated and secure connection over our privately owned and operated fiber network
- **Implement Solutions Designed for Your Needs:** Advanced call monitoring and call analytics software engineered specifically for call center supervisors
- **Decrease Management Time:** Leading edge technology with automatic upgrades provides a managed solution to free up valuable IT resources
- **Rely on Uninterrupted Service:** Embedded continuity ensures no loss of service due to weather or local loss of power, with the addition of robust disaster recovery services
- **Simplify Management:** Intuitive, online user and administrative portals make it easy to configure phone settings, service features and monitor usage
- **24/7/365 Support:** Experience the unmatched service and support of a locally-based and easily accessible team of solutions engineers and account representatives



HOSTED CALL CENTER

AGENT FEATURE PACKS

Business: Supports informal call centers such as a receptionist pool or small workgroup.	Enhanced: Introduces additional routing and reporting functionality.	Premium: Supports environments that require advanced routing and detailed inbound and outbound analytics.
• Calls can be queued and monitored • Calls can be routed based on most idle, first or next agent, simultaneous or weighted • No PC client software is required	• Ability to set availability controls • Presents name of queue to agent answering call • Disposition codes can be used to track call results – Case closed, escalated, transferred, etc.	• DNIS reporting • Additional messages for incoming calls, (i.e., estimated wait time or number of callers in queue) • Time of day routing for 24-hour call centers • Silent monitoring of agents • Outbound call center reporting

SUPERVISOR FEATURE PACK

Allows supervisor to monitor and report on agent or queued activities. Enhanced or Premium Call Center Agent Feature Pack required.

- Monitor/manage agents
- Silent call and real-time call monitoring
- View and change call distribution states
- Join an agent on a call
- Monitor real-time queued activity
- Automated email and web-based reports of real-time and historical data

Add-On Features

- Basic Call Recording
- Business Recording & Analytics
- Premium Recording & Analytics
- On-Demand Mobile Recording
- VocalQ Audio Mining
- Additional Storage

LEARN MORE | enterprise.spectrum.com/voice



Comprehensive Solutions Working Together for Your Business

Spectrum Enterprise, a division of Charter Communications, is a national provider of scalable, fiber technology solutions. The Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts works closely with clients to achieve greater business success.

enterprise.spectrum.com

©2017 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Hosted Voice Hardware

PRODUCT BRIEF

Hosted Voice hardware



With the Spectrum Enterprise Hosted Voice service, you can choose to include phones in the monthly service or purchase them upfront, depending on your needs and preference. Any phone device (shown below) can be paired with a Hosted Voice Service Pack (Basic, Business or Premium). The Conference Feature Pack is paired with the conference phone device or ATA.

DESK IP PHONES



Basic
Polycom VVX 301



Business
Polycom VVX 311



Enhanced
Polycom VVX 501



Premium
Polycom VVX 601

CORDLESS PHONES



Basic
TPA50 Additional Handset



Business
Panasonic TGP500 Base Station*



Enhanced
Panasonic TGP550 Desk Phone*

CONFERENCE PHONES



Polycom IP 6000



Extension microphone



Expansion modules
VVX color expansion
module, limit 2 per group



Analog telephone adapter
Cisco SPA 122

*Includes one TPA50 cordless handset
enterprise.spectrum.com

PRODUCT BRIEF HOSTED VOICE HARDWARE

Our Hosted Voice service includes routers and switches.

Routers


AudioCodes M500

Switches
Combined phone and data


Cisco Catalyst 2960 24P



Cisco Catalyst 2960 48P

Learn more

enterprise.spectrum.com/voice

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2018 Charter Communications. All rights reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

enterprise.spectrum.com SE-HV-BP001_v3



Hosted Communications Technical Specifications

TECHNICAL SPECIFICATIONS

Hosted Communications



Service overview

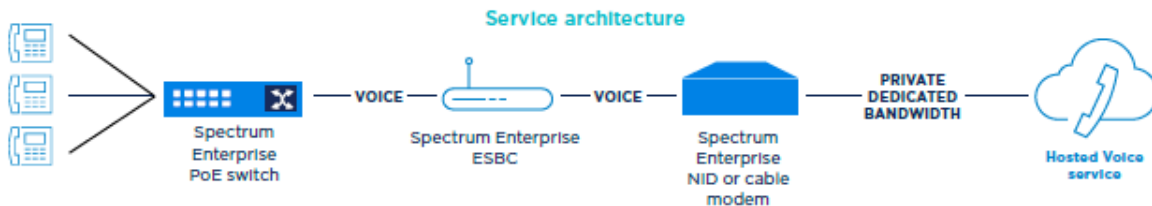
- The Hosted Communications solution includes Hosted Voice, Unified Communications and Hosted Call Center
- The Hosted Communications service includes dedicated network bandwidth on the Spectrum Enterprise fiber network
- Mobility is supported with the Unified Communications offerings on desktop or mobile devices
- Spectrum Enterprise owns and manages its own telecom infrastructure and fiber network backbone. Spectrum Enterprise Hosted Communications services provide a complete solution where all hardware and software are included—Enterprise Session Border Controller (ESBC), Power over Ethernet (PoE) switches and IP Phones
- Proactive monitoring, maintenance and repair are also included and Enterprise Technical Services (ETS) is available for support from any handset by dialing 611
- All IP Phones are available to the client for either lease or purchase (adds a nominal maintenance fee); however, no site can have a mixture of leased and purchased phones

Environmental requirements

The service requires a well ventilated space for the hardware that Spectrum Enterprise will supply. In some cases, the equipment will be mounted in a client provided data rack or on a wall for smaller deployments. Power is required for all PoE switches and ESBC. IP Phones are powered through the PoE switches and Local Area Network (LAN) cabling and each phone is equipped with a five foot Ethernet cable. Longer cables are supplied as needed.

Other voice devices that require analog connections can be supported with an Analog Terminal Adapter (ATA). Common devices include an analog conference room phone or external paging system amplified.

Note: Spectrum Enterprise does not provide headsets or headset connectors. However all IP Phones support headset connectivity.

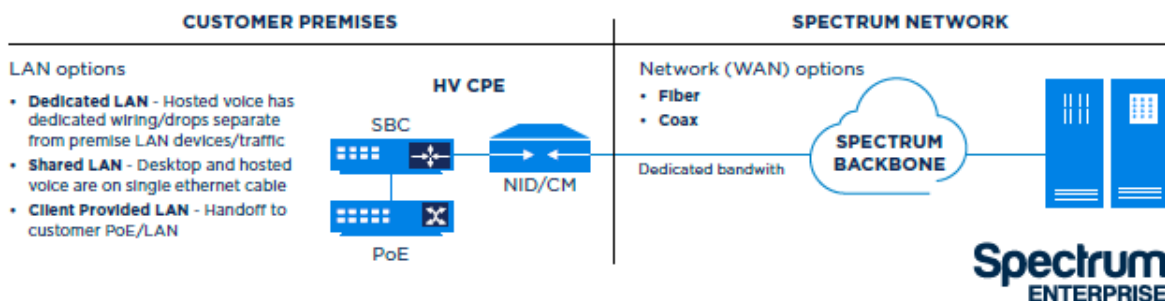


Hosted Communications LAN configurations

Ethernet structured wiring specifications

CATEGORY	SHIELDING	MAX TRANSMISSION SPEED	DISTANCE
Cat 5	Shielded or Unshielded	10/100 Mbps	100 Meters
Cat 5e	Shielded or Unshielded	1000 Mbps / 1 Gbps	100 Meters
Cat 6	Shielded or Unshielded	1000 Mbps / 1 Gbps	100 Meters

There are three supported LAN configurations:



TECHNICAL SPECIFICATIONS HOSTED COMMUNICATIONS

1. **Dedicated LAN** - This is the standard and preferred configuration where Spectrum Enterprise supplies the PoE LAN switch that supports the service. The switch is dedicated to the IP phones. PC connectivity to the phone or the switch is not permitted. All wiring is dedicated to the Hosted Communications service.
2. **Shared LAN** - This configuration supports connectivity for the IP Phone and the client's PCs on a single Ethernet cable wired to the desktop. Spectrum Enterprise supplies the LAN switch which is configured with two VLANs—one for voice and one for the PC/data LAN. The provided LAN switch also facilitates an Ethernet uplink port for the client to connect other services to the shared LAN. No other devices will be connected to the LAN switch provided by Spectrum Enterprise.

Note: PCs will access other network devices through a client provided switch which plugs into the uplink port provided from the shared LAN switch. Client is responsible for setting up their switch for peripheral devices such as printers, Wi-Fi access points and scanners. The client must also supply Ethernet ports to any PCs that are not connected to an IP Phone. Spectrum Enterprise provides and configures a single Ethernet uplink access port which will accept any untagged 802.1Q traffic.

3. **Client Provided LAN** - This configuration can be supported assuming that the client takes all responsibility for the IP Phone connectivity. The client supplies all LAN switches to support connectivity to the IP Phones. Spectrum Enterprise hands off a connection from an Ethernet switch which becomes the demarcation point for the client to connect their network to the Spectrum Enterprise network.

Note: With client provided LAN, troubleshooting of the connectivity to the IP phone becomes the responsibility of the client. Inside wiring can be provided at an additional cost. Inside wiring can be provided at an additional cost for any of the three network configurations above.

Client's responsibilities for Client Provided LAN:

- a. A Spectrum Enterprise Ethernet Switch **MUST** be deployed in the client's facility to perform as the demarcation point and an aggregate switch for the network.
- b. Client LAN switches **MUST** support 802.1Q VLAN tagging & trunking
- c. Client LAN switches **MUST** support 802.1p Quality of Service
- d. Client LAN Switches **MUST** support minimum 100 Mbps/port and ideally support 1000 Mbps/port if client is expecting 1 Gbps of throughput through the Spectrum Enterprise 1 Gbps IP Phone
- e. Client LAN switches **MUST** support LLDP & Voice VLAN
- f. Client LAN Switches **MUST** support minimum PoE standard 802.3af-2003 and ideally should support standard 802.3at-2009

Client care contact numbers

Bright House Networks: 1-877-470-2023

Charter: 1-866-603-3199

Time Warner Cable: 1-888-812-2591

Spectrum Enterprise network connectivity

Regardless of the LAN design, Spectrum Enterprise supplies all necessary hardware to connect the LAN to the service; Network Interface device (NID), ESBC and PoE switch and dedicated bandwidth. A fiber network connection is also supplied with dedicated bandwidth for the service. A minimum of 5 x 5 Mbps is supplied with additional bandwidth supplied as needed for larger deployments to offer a right-sized, non-blocking service. Each concurrent call requires 125 Kbps of symmetrical bandwidth.

Network access

Spectrum Enterprise includes a dedicated Ethernet connection to support a right-sized, non-blocking voice service. The Fiber Internet Access (FIA) or MetroE WAN bandwidth is not impacted in any way with voice and vice versa.

NOTE: Coax/ DOCSIS connectivity is supported for smaller office locations and has a limit of 30 seats per location. In this case a dedicated modem is installed separate from the client's Business Internet connection.

Service availability and security

- Hosted Communications service is delivered over a private network that ensures the traffic does not go over the public internet.
- The service is delivered through a fully geo-redundant cloud platform.
- Complex SIP credentials are used to ensure that devices that are not supplied by Spectrum will not have access to the network.
- Support for all Spectrum Enterprise devices is provided nationally by local teams.
- Client level Disaster Recovery is supported by setting up phone numbers to route to alternate destinations in the event of a local outage. This allows clients to leverage these tools as part of their business continuity and disaster recovery plans. This can be done ranging from Main number level all the way down to individual user Disaster Recovery when utilizing the "Premium" level offering.
- Spectrum Enterprise provides experienced and dedicated Hosted Voice Design Engineers to assist the client with their pre-installation call flow design and configuration needs.

Hosted Communications Training

GUIDE

Hosted communications client training



Our communications applications offer a multitude of benefits for your business and can increase productivity in your organization. Spectrum Enterprise offers many training options that enable you to reap benefits immediately. Whether you are a new customer or wanting to train new employees, conduct refresher programs, or review new features, there are options to fit your needs.

In order to get you up to speed quickly, new clients receive (i) free custom webinar sessions (must be 15 or more lines and the number of sessions varies by size and complexity of the service), and (ii) day one support, a unique service, where we schedule a conference call to allow for rapid

responses to quick questions (for all client locations). All of this is scheduled by our project manager at a time convenient to you. In addition, we offer other training and support options to get you the answers you need when you need them throughout the life of the service.

OVERVIEW

TRAINING METHOD	FEE	DESCRIPTION
Online Quick Start Guides and User Guides in PDF format	Included - no extra charge	Available 24/7
General Webinar	Included - no extra charge	Cover common areas of interest across users. Requires preregistration
Custom Webinar	One-time fee per Webinar Session	Webinar sessions are recorded and provided to customer for playback. Recommended maximum of 20 users per web session
Custom on-site Training	One-time fee per day	A trainer travels to the client site of choice to deliver a personalized training session based on the client's specific needs

enterprise.spectrum.com



HOW DOES IT WORK?

- Our web-based Getting Started program, plus all of our help and support content is available 24/7. Access it anytime, anyplace and from any device.
- If you're interested in our virtual webinar options, either sign up online at no charge, for a general webinar session, or order your private, customized training session for your business from your sales associate
- If you require a more hands-on experience and would like a trainer to work with you at your facility, order your custom session from your sales associate, and you can mix and match as you see fit

WHO IS IT FOR?

End users of the service

- Basic users needing to learn how to use their phone and set up voicemail
- More advanced users looking to take advantage of the Anywhere Connect UC softphone and mobile apps
- Receptionist users
- Call center agents
- Call center supervisors

Administrative users, such as:

- Phone administrator looking to manage features such as auto attendants, hunt groups and call queues
- Call center administrators

If your Hosted Communications solution is already installed and you are interested in scheduling training, contact your project manager today.

Learn more

enterprise.spectrum.com/voice

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2018 Charter Communications. All rights reserved.

enterprise.spectrum.com SE-HV-GD003



Hosted Communications Service Level Agreement

Spectrum Enterprise Hosted Communications Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Hosted Communications Service (the "Services").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")
99.99%	Priority 1 Outages within 4 hours

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption that interferes with the ability of a Spectrum Enterprise Hosted Communications Service to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

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

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

Spectrum Enterprise will classify Service problems as follows:

HostedCommunicationsSLA.v.170214

©2018 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Page 1 of 4

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and releases it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and does not release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit or trunk specific quality of Service inquiry.

III. Service Availability

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

IV. Mean Time to Restore ("MTTR")

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

MTTR per calendar month is calculated as follows:

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 3 a.m. Local Time.

VI. Remedies

Outage Service Credits:

If the Downtime exceeds one (1) hour and/or the MTTR exceeds four (4) hours during any calendar month, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the Monthly Service Charge for the affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to Spectrum Enterprise. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and exceeding the allowable measurements.

Service Availability		Mean Time To Restore ("MTTR")	
Downtime	Service Credit	MTTR	Service Credit
>1 hour ≤ 24 hours	4%	> 4 hours ≤ 7:59:59 hours	4%
>24 hours	10%	> 8 hours	10%

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to Spectrum Enterprise's failure to meet any SLA Targets. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable Monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

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

VII. Moves, Adds or Changes

Intervals:

Move Adds or Change Requests	Target Interval	Maximum Interval
Feature change request only	1 Business Day	1 Business Day
Professional Services with On-site Tech	3 Business Days	3 Business Days
Adding 1-3 phones	3 Business Days	5 Business Days
Adding 3+ phones	5 Business Days	7 Business Days
Equipment installation (switches and routers)	5 Business Days	7 Business Days

VI. Remedies

	Interval	Credit
Feature change request only	1 Business Day	1/15th of the MRC of the affected Service
Professional Services with On-site Tech	3 Business Days	1/15th of the MRC of the affected Service
Adding 1-3 phones	5 Business Days	1/15th of the MRC of the affected Service
Adding 3+ phones	7 Business Days	1/15th of the MRC of the affected Service
Equipment installation (switches and routers)	7 Business Days	1/15th of the MRC of the affected Service

Business Continuity and Network Diversity Services



BUSINESS UNINTERRUPTED

BUSINESS CONTINUITY AND
NETWORK DIVERSITY SERVICES

ABOUT SPECTRUM ENTERPRISE

Spectrum Enterprise, a division of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions: Internet access, Ethernet access and networks, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts works closely with clients to achieve greater business success by providing these right-fit solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

enterprise.spectrum.com



©2016 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.



NO TIME FOR DOWNTIME

Power outages, natural disasters and other disruptions present a constant, unpredictable threat to your operations.

With your network becoming an increasingly vital resource for everything you and your staff do, even momentary disruptions in connectivity can have dire consequences. A truly robust business continuity/disaster recovery (BC/DR) plan needs to cover every angle to ensure uninterrupted connectivity no matter what comes your way.

Single points of failure in your local infrastructure can be addressed by redundant hardware, hot failover and a spare parts stockpile. To guard against a loss of connectivity, a resilient network design typically incorporates connections to multiple service providers. But **your choice of service providers can be the difference between solid protection and a false sense of security.**

THE REAL COST OF DOWNTIME

\$7,900 Average cost per minute of unplanned downtime	86 Minutes Average reported outage length	\$679,400 Potential cost to a business
---	---	--

*2013 Ponemon Institute Study

WHEN "REDUNDANCY" ISN'T REDUNDANT ENOUGH

Often, provisioning your worksites with multiple external network connections through distinct carriers isn't enough. With many service providers sharing physical routes — and in some cases even network equipment — along their trunk lines, it's possible that you remain just as vulnerable to outages as you would be if you had a single provider.

Spectrum Enterprise solves this problem with connectivity built and maintained to offer you true redundancy via a proprietary fiber-based network. With geographic rights of way that are distinct from the paths used by other communications providers, Spectrum Enterprise delivers the physical connection diversity you need to withstand virtually anything that comes your way.

Emergency preparedness can be the difference between a major disaster and a minor inconvenience. Spectrum Enterprise gives you the true connection diversity and continuity services to help protect your network — and business — from crippling downtime.

ADVANTAGE: TRUE CONNECTION DIVERSITY

Some providers share lines and equipment on the back end, leaving you with single points of failure along your external connections.

Spectrum Enterprise uses the power of Charter Communications' distinct physical network to enable your network traffic to quickly shift to new pathways in the event of a main-line failure.

Layering dedicated network and security operation centers onto our network, Spectrum Enterprise offers a truly enterprise-grade foundation on which to build your BC/DR plan. Speeds ranging from 10 Mbps to 10 Gbps allow you to customize a plan to fit each of your facilities' size and network demands. And we stand behind you with unsurpassed service level agreements and a team of technical and support professionals.

3 REASONS TO BUILD YOUR BC/DR PLAN WITH SPECTRUM ENTERPRISE

- Design a more resilient network, leveraging Spectrum Enterprise's unique rights-of-way to achieve true connection diversity
- Layer Spectrum Enterprise connections with other carriers' services to build a network that can better withstand outage threats
- Ensure productivity remains unimpeded with scalable speeds — from 10 Mbps to 10 Gbps — delivered over Spectrum Enterprise's fiber-based network.



Eliminate Single Points of Failure with Spectrum Enterprise

SPECTRUM ENTERPRISE MEANS BUSINESS

At Spectrum Enterprise, we know what it takes to accelerate your business.

- Dedicated network operations center, security operations center and service activation resources
- Fully owned and operated fiber-based network infrastructure
- Proactive 24/7/365 network monitoring
- Prompt, professional support from a team of highly skilled in-sourced staff

enterprise.spectrum.com

Spectrum Risk Assessment Policies



Charter has policies¹ and procedures in place to address Physical Security, Information Security, Management of Information Systems, Risk Management, Incident Reporting and Disaster Recovery. There are extensive training and compliance programs in place to ensure adherence to policies that are critical to the success of Charter and the services provided to customers. The following is general in scope and is not all inclusive, but it does represent Charter's due diligence and concern with the safety and security of our network and the services provided to our customers.

Physical Security and Access Control Management Practices

Charter Communications Physical Security and Access Control Management Practices are intended to identify and outline necessary physical controls and management practices to be instituted in Charter locations. These practices are necessary to ensure the protection and safety of Charter Employees, physical assets, business records and electronic information.

These policies and procedures apply to each Charter location owned or leased and to every individual authorized to work at a designated Charter facility. Charter vendors and contractors working at Charter locations are expected to adhere to the same processes and procedures.

ACCEPTABLE USE OF TECHNOLOGY POLICY

The purpose of the Acceptable Use of Technology Policy is to define the standards for the acceptable use of Charter Communications' computing equipment, information and communications. This Policy is in conjunction with the Employee Handbook, Code of Conduct and the Information Classification & Protection Policy.

INFORMATION CLASSIFICATION & PROTECTION POLICY

The purpose of the Information Classification & Protection Policy is to define the standards for the classification and protection of information owned, processed, collected or used by Charter. This Policy must be read in conjunction with the Employee Handbook, Code of Conduct and the Records Information Management Policy.

NETWORK PROTECTION POLICY

Charter Communications' *Network Protection Policy* (NPP) is a policy to help protect Charter's *Customer-Servicing Networks* from employees that have the ability to interrupt services. A Customer-Servicing Network is any network that provides services to a Charter *Internal or External Customer*. The main goal of this policy is to prevent a *Service Outage* on any of these networks.

¹ Additional information pertaining to these policies is considered proprietary



The policy provides six *Protocols* that *must* be followed by all employees that have 'Network Access' to these networks or that provide *access* to other employees or third party personnel.

Employees cannot work on any Customer-Servicing Network or allow other employees or third party personnel to work on these networks without having read the NPP and provided acknowledgement.

Charter Communications Business Continuity and Disaster Recovery Planning

Charter is committed to serving our customers by conveniently and reliably linking people and businesses with the latest innovations in connectivity, including High Definition and On-Demand entertainment, high-speed Internet and advanced phone services.

Business Continuity Planning (BCP) and Disaster Recovery (DR) planning are critical to Charter's operations when events occur that could jeopardize the ability to provide service to those affected customers.

The foundation of business continuity plans are the standards, program development, and supporting policies, guidelines and procedures, needed to ensure that Charter can continue operation without stoppage, irrespective of the adverse circumstances or events. System design, implementation, support, and maintenance must be based on this foundation in order to have the capability of achieving business continuity.

Charter can be affected by a wide variance of events that could affect service to customers. These could include; substantial weather events, natural disasters, fire or emergency evacuation, illness or epidemics, cyber-attacks and threats of violence.

The operational areas of concern that could be affected by an event can be considered to fall into a limited list of organizational specialties.

- *Management and leadership.*
- *Physical plant and network infrastructure.* This includes the infrastructure that is constructed throughout all local neighborhoods and distributes the electronic signals to our end users. This can also include the infrastructure that others provide their service to Charter over such as other telecommunications carriers and utilities.
- *Customer care and customer support functions.* This includes our customer facing contact centers and other physical facilities where we directly interface with our customers and can exchange information with them.
- *Operations Support Systems or Business Support Systems.* These include the electronic systems needed to support the operation and include processes, data applications, and technology. These



also include the customer supporting processes such as taking orders, processing payments and billing functions.

Charter leverages its geographically large, national footprint, in addition to its depth of human resources to react to an event when it occurs. The three target priorities at the time of an event are the safety of our employees, the restoration of service and the continuity of our business. Charter has created and continually maintains centralized plans that set in motion the steps to make decisions on the allocation of a broad range of resources. These steps will leverage technology, geography, material and human assets. These plans are the culmination of the task groups assigned to each identified potential threat and the documented procedures for handling them.

Should an event occur within Charter, the action plan consists of 4 primary tasks:

The first is to bring management together to collectively summarize the event and quantify the initial response.

1. The second is to determine the safety of our employees.
2. The third is the initial and continued engagement by all affected areas of expertise and the business units within the company to both engage and to execute the appropriate plans.
3. The fourth is the assessment and the conclusion of discussions relative to the affect on our customers, our business, and the communication to all internal and external entities.

Several critical operating areas collaborate to mitigate risk and allow for business continuity. Below are some descriptions of key operational areas of the business:

NNOC – The National Network Operations Center is located in the continental United States and is staffed 24X7X365. Its role is to monitor the nationwide Charter core network components, and react to problems in addition to proactively monitor for performance. If an event were to occur at the NNOC, the role the NNOC performs could immediately shift to the CB NOC.

SB NOC – The Spectrum Business Network Operations Center is located in the continental United States and is staffed 24X7X365. Its role is to monitor Charter business customers receiving fiber-based services and the portions of the network that are specific to the same group. If an event were to occur, the SB NOC functions could immediately shift to the residential NOC during an emergency.

TAC – The Technical Assurance Centers located in the continental United States serve a primary role of monitoring the plant or local distribution networks in addition to reacting to problems within each community or service area nationwide. These facilities can act as backup facilities for each other in addition to having a critical role in communicating with the residential NNOC and CB NOC.

Spectrum

Customer Care Centers – These are the facilities that interface directly with our customers through phone calls and other electronic communications for the purposes of billing, technical support, sales and other customer facing functions. Charter maintains many of these facilities throughout the nationwide service areas and through a virtualized connection between them; each can perform the duties of the others and are currently configured to mutually manage inbound and outbound contacts 24 x 7 x 365.

Supply Chain (Materials) Management – Charter has a centralized procurement group that orders all materials and maintains vendor relationships which is leveraged during disaster events. The centralized supply chain is leveraged to ensure materials are delivered and/or ordered to meet recovery needs during any disaster event.

Additionally, from a national network and infrastructure perspective, Charter has linked all of the primary service distribution or aggregation sites, for all lines of business, on a redundant national backbone network. In this way, each location can continue to operate when events occur that may interrupt a portion of the network.

Charter's distribution networks, which provide services directly to residential and business customers, are managed by local KMA (Key Market Area) staff that also is responsible for developing and executing the BC/DR plan in the event of any disaster. The distribution network includes headend/hub facilities, transport fiber networks, distribution HFC (hybrid fiber and coax) networks and customer drop networks, as well as administration offices and warehouse locations. Each Charter KMA develops and maintains BC/DR plans that are implemented to recover from minor through major disruption of service to our customer base.

A Disaster Recovery Plan Checklist is used by local KMA staff to:

- prepare in advance of a predicted emergency situation;
- mobilize and deploy resources and personnel to respond to any emergency situation;
- ensure that diverse communications lines are open with 1) our customers; 2) our network operations center, 3) our technical assurance center, 4) our field staff in all affected areas; 5) local power utilities; 6) key elected officials and emergency response officials in the municipalities in our service areas; 7) local Emergency Services and Public Protection; and
- Coordinate our service restoration efforts with the make-safe, clearing and service restoration efforts of the power companies.

Proof of Insurance

Spectrum complies with all requirements included in the Insurance Requirements on Pages 25-26 of the RFP and has attached directly below its Certificate of Liability Insurance signed by its Insurance Agency with the City as Certificate Holder and Additional Insured. Spectrum has also attached its Certificate of Professional Insurance.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/08/2019

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

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: StLouis.CertRequest@marsh.com Fax: 212-948-0811		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:															
INSURED Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford, CT 06901		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Commerce & Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER E : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER F : National Union Fire Insurance Company</td> <td>19445</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Commerce & Industry Insurance Company	19410	INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER C : New Hampshire Insurance Company	23841	INSURER D : ACE Property and Casualty Insurance Company	20699	INSURER E : New Hampshire Insurance Company	23841	INSURER F : National Union Fire Insurance Company	19445
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Commerce & Industry Insurance Company	19410																
INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA	19445																
INSURER C : New Hampshire Insurance Company	23841																
INSURER D : ACE Property and Casualty Insurance Company	20699																
INSURER E : New Hampshire Insurance Company	23841																
INSURER F : National Union Fire Insurance Company	19445																

COVERAGES

CERTIFICATE NUMBER:

CHI-009187870-02

REVISION NUMBER: 2

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

INBR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			3629906	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			1921838 (AOS) 1921839 (MA) 1921840 (VA)	01/01/2019 01/01/2019 01/01/2019	01/01/2020 01/01/2020 01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			G28119616 004	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			014122399 (AOS) 014122396 (MA, WA, ND, WI, WY) See Additional Page	01/01/2019 01/01/2019	01/01/2020 01/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
F	Excess Workers Compensation			45955666 (OH)	01/01/2019	01/01/2020	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Holly Hill is added as Additional Insured to the Commercial General Liability policy but only with respects to the requirements of the written contract or agreement with the Named Insured. Additional Insured status becomes effective once the written contract or agreement is fully executed.

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	--

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN102616700

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford, CT 06901
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Carrier: AIU Insurance Company

Policy Number: 12716987 (NY)

Effective Date: 01/01/2019

Expiration Date: 01/01/2020

Limits: Refer to Workers Comp limits on certificate

Carrier: New Hampshire Insurance Company

Policy Number: 014122397 (AZ) (IL) (KY) (NC) (NH) (NJ) (PA) (UT) (VA) (VT)

Effective Date: 01/01/2019

Expiration Date: 01/01/2020

Limits: Refer to Workers Comp limits on certificate

Carrier: American Home Assurance Company

Policy Number: 014122398 (CA)

Effective Date: 01/01/2019

Expiration Date: 01/01/2020

Limits: Refer to Workers Comp limits on certificate

Carrier: Illinois National Insurance Co.

Policy Number: 014122400 (FL)

Effective Date: 01/01/2019

Expiration Date: 01/01/2020

Limits: Refer to Workers Comp limits on certificate

Charter Communications, Inc. DBA Spectrum and their:

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

Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of Montana, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, CC Michigan, LLC, CC Systems, LLC, CC VIII Fiberlink, LLC, CC VIII Operating, LLC, CCO SoCal I, LLC, CCO SoCal II, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (IA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MD), LLC, Charter Advanced Services (MI), LLC, Charter Advanced Services (MN), LLC, Charter Advanced Services (MO), LLC, Charter Advanced

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN102816700

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Charter Communications, Inc. and all Subsidiaries 400 Atlantic Street Stamford, CT 06901
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Services (MS), LLC, Charter Advanced Services (MT), LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WY), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications Entertainment II, LLC, Charter Communications Entertainment VII, LLC, Charter Communications Operating, LLC, Charter Communications Properties LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Pennsylvania, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink AR-CCV, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCV, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCV, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCV, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCV, LLC, Charter Video Electronics, LLC, DukeNet Communications, LLC, Falcon Cable Media, a California Limited Partnership, Falcon Cable Systems Company II, L.P., Falcon Cablevision, a California Limited Partnership, Falcon Community Cable, L.P., Falcon Community Ventures I Limited Partnership, Falcon First Cable of the Southeast, LLC, Falcon Telecable, a California Limited Partnership, Falcon Video Communications, L.P., Hometown T.V., LLC, HPI Acquisition Co. LLC, Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Kentucky Partners II, L.P., Interlink Communications Partners, LLC, Long Beach LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Midwest Cable Communications, LLC, NaviSite LLC, Oceanic Time Warner Cable LLC, Renaissance Media LLC, Rifkin Acquisition Partners, LLC, Robin Media Group, LLC, Scottsboro TV Cable, LLC, Spectrum Gulf Coast, LLC, Spectrum Mid-America, LLC, Spectrum Pacific West, LLC, Spectrum Security, LLC, Spectrum Southeast, LLC, The Helicon Group, L.P., Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable Internet LLC, Time Warner Cable Media LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Sports LLC, TWC Administration LLC, TWC Digital Phone LLC, TWC Digital Phone LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC

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

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. CA 192-18-38 issued to CHARTER COMMUNICATIONS, INC.,

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. HUNDRED AND TWENTY (120)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law(s).



Authorized Representative or
 Countersignature (in States Where
 Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

Policy No. GL 362-99-06 issued to CHARTER COMMUNICATIONS, INC.

By COMMERCE AND INDUSTRY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.


 Authorized Representative

CALIFORNIA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2018 forms a part of Policy No. WC 014-12-2398

Issued to CHARTER COMMUNICATIONS, INC.

By AMERICAN HOME ASSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation, 2, is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We will mail or deliver to you not less than 10 days advance written notice of cancellation for reasons (a) through (g) and 30 days advance written notice of cancellation for reasons (h) through (m) of California Cancellation Endorsement WC990017. We will mail or deliver to you not less than 30 days and not more than 120 days advance written notice of non-renewal.

Except for non-payment of premium and non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due, for which we will provide advance written notice in accordance with the provisions of any applicable statute or regulation, we shall not provide less than the number of days set forth below.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days

WC 99 04 11
(Ed. 08/03)

Countersigned by _____



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2019

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

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

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Charter Communications Inc. and all Subsidiaries 12405 Powerscourt St. Louis MO 63131-3660 USA	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Illinois National Insurance Co</td> <td>23817</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois National Insurance Co	23817	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Illinois National Insurance Co	23817														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570074754589 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			014232632 SIR applies per policy terms & conditions	05/18/2018	05/18/2019	Media-Professional \$1,000,000

Certificate No : 570074754589

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber liability policy includes the following coverage sections: Professional Liability Insurance, Media Content Insurance, Security and Privacy Insurance/Regulatory Action, Network Interruption Insurance, Event Management Insurance and Cyber Extortion Insurance. RE: RFP 19-IT-10 VOIP Phone System.

CERTIFICATE HOLDER City of Holly Hill 1065 Ridgewood Ave. Holly Hill FL 32117 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.
---	--

ACORD 25 (2016/03)

©1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

2/12/2019 10:30

Final Summary Grading

Company Name	Steve Aldrich	Scott Gutuakis	Michele Williams	TOTAL	Rank Order
CenturyLink	2	2	2	6	2
Refresh Telecom	3	3	3	9	3
Spectrum Enterprise	1	1	1	3	1

2/5/2019 10:00

Summary Grading

Company Name	Steve Aldrich	Scott Gutuakis	Michele Williams	TOTAL	Rank Order
Ambit Solutions	72	19	90	181	4
CenturyLink	97	20	70	187	3
Morsecom	87	18	50	155	5
Refresh Telecom	84	16	95	195	2
Spectrum Enterprise	96	21	90	207	1



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

6.2

MEETING DATE: March 12, 2019
FROM: Joseph Forte
SUBJECT: Reduction of Lien Request - 1570 Hammock Drive - Property
Owner Alumni Partners II, LLC - Lien on Property Are from
Code Enforcement Liens
NUMBER: (ID # 2451)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1570 Hammock Dr. The property is currently owned by Alumni Partners II, LLC.

The original code violation commenced and brought to the Special Master in April 2016. Following the hearing, the Special Master ordered the property to pay a fine of \$250.00 plus \$25.00 per violation, of which, there were two on the property, per day that the property remained out of compliance. The liens began to accrue over the 1020 days of non-compliance and have accumulated to \$51,000.00.

The accumulation of liens stopped in February 22, 2019 when, upon request, the property was inspected and found to be in compliance.

FISCAL ANALYSIS:

Special Master daily fines for non-compliance	\$51,000.00
Special Master Fee for one meeting	\$ 250.00*
Staff time invested	\$ 482.80*
Previous unrecovered actual costs paid by the City	\$ 3,298.40*
Money received from previous sale	\$ -193.53*
Filing fees	\$ 70.00*
Interest per F.S.S. 6.33% on allowable items	\$ 42.74*
5% of accumulated fines	\$ 2,550.00*
Total claim of lien	\$51,400.44

STAFF RECOMMENDATION:

Reduce the lien from **\$51,400.44** to the amount of the **\$6,500.41**.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

Reduce the lien from **\$51,400.44** to the amount of the **\$6,500.41** payable no later than May 13, 2019. If not paid by May 13, 2109, the original lien will need to be paid in full anytime there after to have the lien released.

- 1570 Hammock Dr (PDF)

DISCUSSION:

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1570 Hammock Dr. The property is currently owned by Alumni Partners II, LLC.

The original code violation commenced and brought to the Special Master in April 2016. Following the hearing, the Special Master ordered the property to pay a fine of \$250.00 plus \$25.00 per violation, of which, there were two on the property, per day that the property remained out of compliance. The liens began to accrue over the 1020 days of non-compliance and have accumulated to \$51,000.00.

The accumulation of liens stopped in February 22, 2019 when, upon request, the property was inspected and found to be in compliance.

FISCAL ANALYSIS:

Special Master daily fines for non-compliance	\$51,000.00
Special Master Fee for one meeting	\$ 250.00*
Staff time invested	\$ 482.80*
Previous unrecovered actual costs paid by the City	\$ 3,298.40*
Money received from previous sale	\$ -193.53*
Filing fees	\$ 70.00*
Interest per F.S.S. 6.33% on allowable items	\$ 42.74*
5% of accumulated fines	\$ 2,550.00*
Total claim of lien	\$51,400.44

STAFF RECOMMENDATION:

Reduce the lien from **\$51,400.44** to the amount of the **\$6,500.41**.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

Reduce the lien from **\$51,400.44** to the amount of the **\$6,500.41** payable no later than May 13, 2019. If not paid by May 13, 2109, the original lien will need to be paid in full anytime there

February 27, 2019

To: Joe Forte, City Manager

From: Cherie Towne, Code Enforcement Officer

Subject: 1570 Hammock Drive, Holly Hill – REQUEST FOR LIEN REDUCTION

Case #: 1232232 – Recorded 08/01/16- Parcel #4214-3231-02-0150

Please find attached the Request for Lien Reduction for your review, as well as a copy of the history of this case. The lien balance is \$20,039.46

Please review the information and issue a determination of approval or denial on this form. Pursuant to City Commission's approval Lien Reduction/Waiver Policy, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines below:

- (1) If the property owner has purchased property on which a lien was recorded, a waiver or reduction on the lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

_____ Fails

_____ ☒ Does not fail

Staff Findings: The owners are requesting a lien reduction on the property. Owner acquired property prior to liens.

- (2) If the insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction or waiver would place the City on the indemnifying the title insurer against its losses, which losses should be in premium charges.

_____ Fails

_____ ☒ Does not fail

Staff Findings: A Title insurance policy was not issued when the ownership was transferred

- (3) A request to get a waiver of reduction in lien shall not be granted if the City Commission has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for education or subsequent applicant.

_____ Fails

_____ ☒ Does not fail

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

Staff Findings: To the best of Staff's knowledge, there has never been a request of the City Commission to reduce the lien.

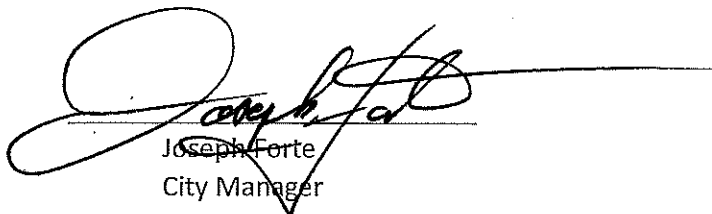
- (4) If a lending agency receives a certificate of title through foreclosure after a lien is in place, then the lending agency will pay the administrative costs associated with this case (plus 100%).

_____ Fails

_____ X Does not fail

✓ Approved for consideration by City Commission

_____ Denied



Joseph Forte
City Manager

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Eric Kobren, Alumni Partners II LLC, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))

1570 HAMMOCK DRIVE
Parcel 42-14-32-31-02-0150

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
OVER \$12,000 for Case No. SEE ATTACHED, and affirm that is hereby designated to act
as my / our authorized agent and to file the attached application for the above stated request and
make binding statements and commitments regarding the request.

Alumni Partners II LLC

Owner's Name

Owner's Signature

Owner's Name

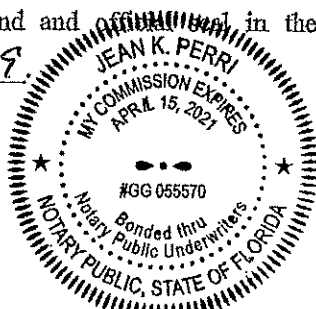
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 25 day of February, 2019.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ERIC KOBREN, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of February, 2019.



Jean K. Perri
Notary Public in and for the County and State
Aforementioned

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

CITY OF HOLLY HILL

CASE # 1232232 (See Attached Case and Liens)

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Alumni Partners II LLCProperty Address: 1570 Hammock Drive, Holly Hill, FL 32117

Phone number(s) where you can be reached during the day:

Kevin Kiernan cell 508-930-0562Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail)

Are you claiming financial hardship? ☐ YES ☒ NOAre you claiming medical hardship? ☐ YES ☒ NO

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: _____

Relationship: _____

I, ERIC KOBREN, ALUMNI PARTNERS II, LLC, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

The property has been cleaned and cleared
and brought up to code. We have a couple
potential buyers that have a planned use
for the property after lien issues are resolved.

Date: 2/25/19

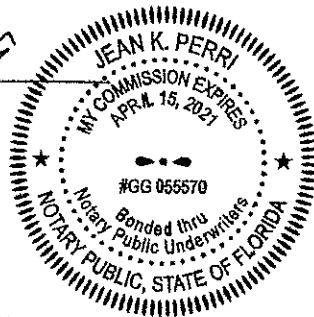
Signed: _____

Print Name: ERIC M. KOBREN

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

STATE OF FloridaCOUNTY OF: SARASOTA

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, ERIC KOBSEN, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is ~~is~~ personally known to me and has produced _____ as identification and did take an oath.

Date: 2/25/19

Notary Public

My Commission Expires 4-15-2021

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
 CODE ENFORCEMENT DEPARTMENT
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

08/01/2016 02:07 PM

Instrument# 2016-140369 # 1

Book: 7284

Page: 1230

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political
Sub-division of the State of Florida
Petitioner,**

**Parcel No. 42-14-32-31-02-0150
Case No. 1232232**

-vs-

Alumni Partners II LLC, Owner(s)

Respondent(s),

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 20th day of April, 2016, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), Owner of the property located at 1570 Hammock Drive, Holly Hill, Florida 32117 has been noticed for violation of 26-61(1) Grass and weeds in excess of 12" tall; and 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature.

At the hearing held on the 20th day of April, 2016, the testimony and evidence of the Holly Hill Code Enforcement Officer confirms that the violation continues to exist on the property. The owner was issued a violation notice on the 1st of March, 2016 and a notice setting this hearing was also issued on or about the 7th of March, 2016. The Code Enforcement Officer testified that the grass and weeds were overgrown on the property and that no action has been taken by the owners to correct these violations.

The Owner did not appear at the hearing.

CONCLUSIONS OF LAW

That the Respondent is in violation of Holly Hill Zoning and Ordinances: 26-61(1) Grass and weeds in excess of 12" tall; and 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature.

RECEIVED

MAY - 6 2016

FINANCE DEPT.

Instrument# 2016-140369 # 2
 Book : 7284
 Page : 1231

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondent(s) pay an administrative fine of one hundred and fifty (\$250.00) dollars, which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If violation of 26-61(1) is not brought into compliance in ten (10) days from the date of this order a fine of twenty-five (\$25.00) dollars a day, for each and every day the violation continues to exist.

If violation of 26-61(2) is not brought into compliance in ten (10) days from the date of this order a fine of twenty-five (\$25.00) dollars a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 27th day of April, 2016, at Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
 CODE ENFORCEMENT

By, Melody Pullen
 Melody Pullen, Special Magistrate

Attest: [Signature]
 Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Instrument# 2016-140369 # 3
 Book : 7284
 Page : 1232
 Diane H. Matousek
 Volusia County, Clerk of Court

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 6th day of May, 2016 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Alumni Partners II, LLC
 2170 Main Street, #202
 Sarasota, FL 34237-6033

Alumni Partners II, LLC
 1570 Hammock Drive
 Holly Hill, FL 32117


 Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, Robert Hutchison, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD).

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to still be in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

08/01/2016 02:07 PM
 Instrument# 2016-140359 # 1
 Book: 7284
 Page: 1220
 Diane M. Matousek
 Volusia County, Clerk of Court

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-31-02-0150	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director
 Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill
 (Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
 (Lienor's Address)

And in accordance with a service with Alumni Partners II LLC

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Special Master Administration Fee from 4/27/16 Hearing

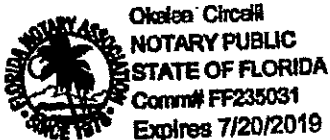
on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 15 BLK 2 LARSEN SUB MB 11 PG 252 PER OR 3894 PG 2599 PER OR 6601 PG 1330
 1570 Hammock Dr, Holly Hill, FL 32117

owned by with Alumni Partners II LLC

of a total value of Two Hundred Fifty Dollars (\$250.00)
 which remains unpaid as of July 28, 2016



Lienor: City of Holly Hill
 By [Signature] (Agent)
 Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 28 day of July 2016

[Signature]
 Notary Public

08/01/2016 02:07 PM
 Instrument# 2016-140368 # 1
 Book: 7284
 Page: 1229
 Diane M. Matousek
 Volusia County, Clerk of Court

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-31-02-0150	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director
 Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill
 (Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
 (Lienor's Address)

And in accordance with a service with Alumni Partners II LLC

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
 Grass & weeds \$25.00 a day. Trash & debris \$25.00 a day. Beginning on 5/9/16.

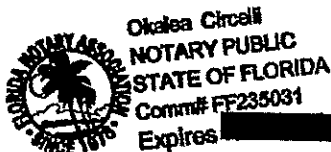
on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 15 BLK 2 LARSEN SUB MB 11 PG 252 PER OR 3894 PG 2599 PER OR 6601 PG 1330
 1570 Hammock Dr Holly Hill, FL 32117

owned by with Alumni Partners II LLC

of a total value of Fifty Dollars (\$50.00) a day until property comes into compliance,
 which remains unpaid as of July 28, 2016.



Lienor: City of Holly Hill
 By [Signature] (Agent)
 Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 28 day of July 2016



1831 North Nova Road, Holly Hill FL, 32117

P: (386) 672-7915 F: (386) 673-4075

E: Jim@eapromos.com

City of Holly Hill
Mr. Nick Conte
1065 Ridgewood Ave.
Holly Hill, FL 32117

February 28, 2019

Mr. Conte,

It is the intent of EA Promo's to acquire the lot behind our main building, 1570 Hammock for the purpose of expanding and developing staff parking with up to 18 spaces and warehousing our inventory for on-line order fulfillment.

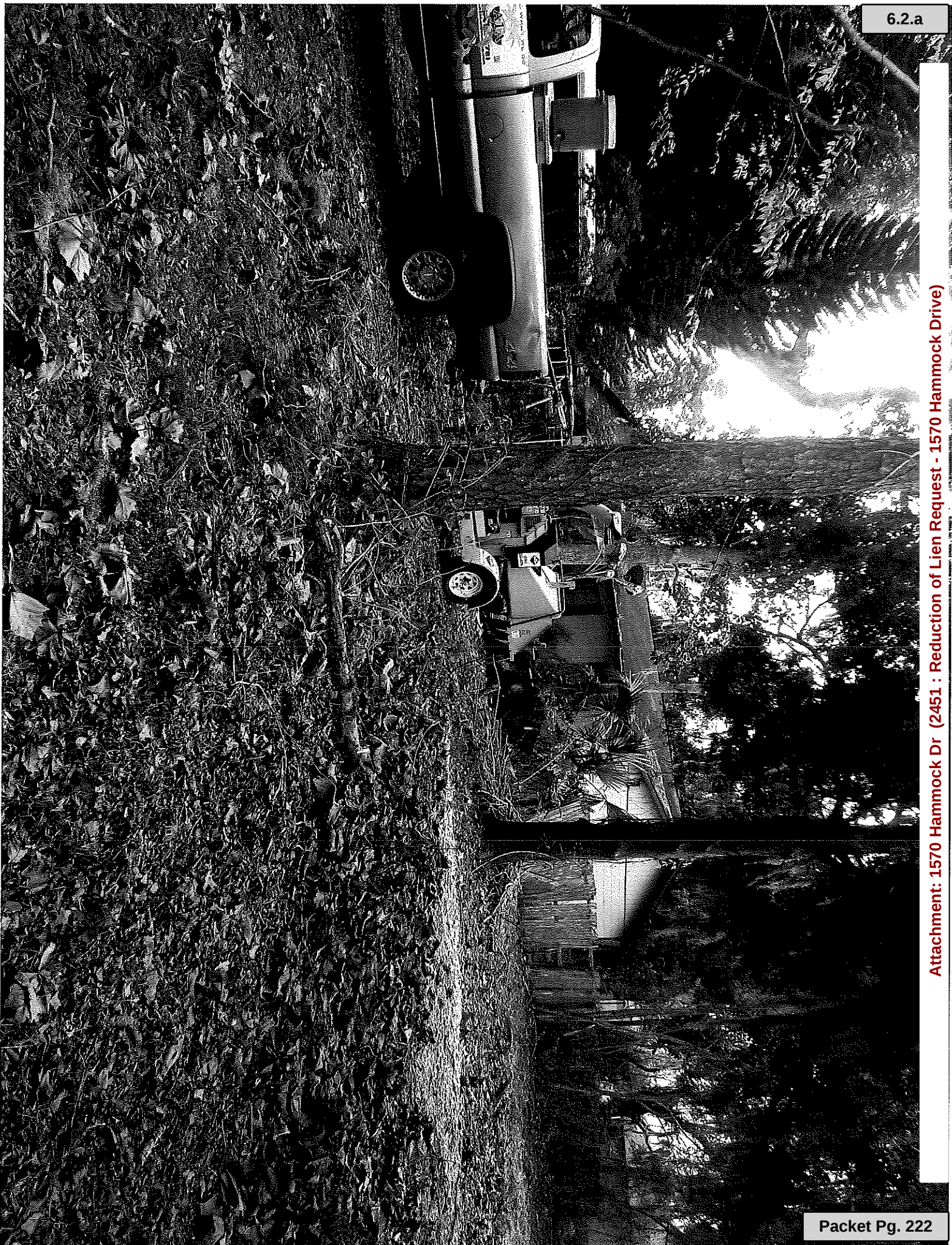
It is our intention to develop the lot and connect it to our main building for employee access. Our estimate for this development is approximately \$100,000.00.

Mr. Conti, as you are aware, we looked into expanding in the area for the past two years. The lot behind us is ideal for this purpose. Our business is growing and needs additional space. We have looked at other facilities on Mason Ave. but prefer to stay in Holly Hill.

You know our building is well managed and extremely clean. If we expand, we will do it right and appealing.

Jim C. Karagozler
President

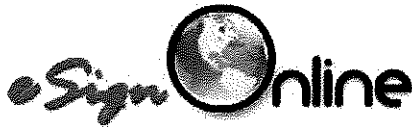
Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)



Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)







Certificate of Authenticity

Session Information

Signing Session ID:	a6c9ae25-6ca2-4be5-8db3-fca0b41d85d3	Status:	Completed
Transaction Name:	Cem Karagozler 1570 Hammock	Created On:	7/24/2018 12:42:12 PM EDT
Session Title:	Cem Karagozler 1570 Hammock	Last Modified:	7/24/2018 3:27:45 PM EDT
Documents:	1	Owner:	Tracie Culver
Signers:	3	Company:	Southern States Realty Service

Signer Information

Signature Events	Signature	Timestamp
Tracie Culver tculver@ssrealty.com Signer Security: Email	<i>Tracie Culver</i> IP Address: 71.43.76.34 ID: 2ed6e0c6-8def-498a-99b2-dcd14997e47d	Sent: 7/24/2018 12:56:52 PM EDT Viewed: 7/24/2018 12:58:00 PM EDT Disclosure: 7/24/2018 12:58:00 PM EDT Signed: 7/24/2018 12:58:15 PM EDT
ALUMNI PARTNERS II LLC kkiernan@kig2.com Signer Security: Email	<i>ALUMNI PARTNERS II LLC</i> IP Address: 47.205.163.95 ID: 90bb94ce-7127-4210-85ba-86ad28564805	Sent: 7/24/2018 12:56:52 PM EDT Viewed: 7/24/2018 2:22:24 PM EDT Disclosure: 7/24/2018 2:22:24 PM EDT Signed: 7/24/2018 2:53:21 PM EDT
Cem Karagozler jim@eapromos.com Signer Security: Email	<i>Cem Karagozler</i> IP Address: 108.188.211.215 ID: 75d7a115-dfc7-408c-a72a-3399c85bf474	Sent: 7/24/2018 12:56:52 PM EDT Viewed: 7/24/2018 3:21:44 PM EDT Disclosure: 7/24/2018 3:21:44 PM EDT Signed: 7/24/2018 3:27:14 PM EDT

Session Documents

Document	Signatures	Initials	Dates	FormFields	Dropdown	Checkbox	RadioButton
VacantLandContract.pdf	2	15	2	0	0	0	0

Session Activity

Timestamp	IP Address	Activity
7/24/2018 3:27:45 PM EDT	108.188.211.215	Session completed and closed by Tracie Culver

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

follow the same procedure with other parties to the transaction.

How to contact Southern States Realty Service

At any time, you may contact us to change your email and contact information, request paper copies, or to indicate your change in consent to sign electronically hereafter.

Contact Name : Tracie Culver

Email Address : tracie@tylerrservices.com

Phone Number :

Hardware and Software Requirements

The following are minimum hardware and software requirements to use the eSignOnline electronic signature system.

Operating Systems: Windows® 8, Windows® 7, Windows Vista®, Mac OS® X 10.6 and higher.

Browsers: Google Chrome® 36 and higher, Internet Explorer® 9.0 and higher, Mozilla Firefox® 31.0 and higher, Safari® 5.1.7 and higher.

Screen Resolution: 800 x 600 minimum

Security Settings: Allow per session cookies

PDF Reader: Acrobat® or similar software to view and print PDF files

Your Acknowledgment and Consent to use electronic signatures

To confirm to us that you can access this information electronically, which will be similar to other electronic documents that we will provide to you, please verify that you were able to read this electronic consumer disclosure and that you also were able to print on paper or electronically save this page for your future reference and access. Further, you consent to receiving notices and disclosures in electronic format on the terms and conditions described herein this consumer disclosure, please let us know by checking the 'I agree with the above Consumer Disclosure' box below.

By checking the 'I agree with the above Consumer Disclosure' box, I confirm that I can access and read this electronic consumer disclosure to consent to receipt of electronic documents, I can print on paper if I so choose, the disclosure and/or save to a place where I can print it for future reference and access, and until I notify Southern States Realty Service otherwise, I consent to receive from Southern States Realty Service electronic documents that are required to be provided or made available to me by Southern States Realty Service during the course of my relationship with Southern States Realty Service.



Vacant Land Contract

1. **Sale and Purchase:** Alumni Partners II LLC ("Seller")
 and Cem J. Karagozler ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:

Address: 1570 HAMMOCK DR, HOLLY HILL, FL 32117
 Legal Description: LOT 15 BLK 2 LARSEN SUB MB 11 PG 252 PER OR 3894 PG 2599 PER OR 6601 PG 1330

SEC /TWP /RNG of VOLUSIA County, Florida. Real Property ID No.: 42-14-32-31-02-0150
 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 10.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Integrity Title and Trust
 Escrow Agent's Contact Person: Jeanette Jordan
 Escrow Agent's Address: 3959 S. Nova Rd., Ste 2A, Port Orange, FL 32127
 Escrow Agent's Phone: 386-872-4223
 Escrow Agent's Email: processing@itrusttitle.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date \$ 2.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Feasibility Study Period \$

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 8.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):

prorating areas of less than a full unit. The purchase price will be \$ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before July 24, 2018, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on August 31, 2018 ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.

Buyer CK () and Seller APIL () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
 VAC-11 Rev 6/17

©2017 Florida Realtors®

Serial#: 017555-800153-2450484

formsimilarity

Packet Pg. 227

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

Buyer CK (____) and Seller APIL (____) acknowledge receipt of a copy of this page, which is 3 of 7 pages.

VAC-11 Rev 6/17

©2017 Florida Realtors®

Serial#: 017555-800153-2450484

formsimplecity

Packet Pg. 228

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

Buyer CK () and Seller APIL () acknowledge receipt of a copy of this page, which is 5 of 7 pages.
VAC-11 Rev 6/17

©2017 Florida Realtors®

Serial#: 017655-800153-2450484

formsimplicity

Packet Pg. 229

21. Additional Terms: Buyer and Seller both understand that the subject property has several liens on it that need to be resolved prior to the sale. If they can not be resolved buyer and seller will each hold the other harmless for any and all liability that would result from this contract. If the liens are unable to be resolved, each party is excused from performance under this contract. Buyer and seller acknowledge that buyer is not obligated to perform under this contract if the liens in question cost more than \$5,000. to resolve.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: Cem Karagozler Date: 7/24/2018 3:24 PM EDT

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: ALUMNI PARTNERS II LLC Date: 7/24/2018 3:24 PM EDT

Print name: ALUMNI PARTNERS II LLC

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: 2170 MAIN ST #202, SARASOTA, FL 34237

Phone: _____ Fax: _____ Email: kkiernan@kig2.com

Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer CK (____) and Seller APIL (____) acknowledge receipt of a copy of this page, which is 7 of 7 pages.
VAC-11 Rev 6/17

©2017 Florida Realtors®

Serial#: 017555-800153-2450484

formsimplicity

Packet Pg. 230



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

SEVENTH JUDICIAL CIRCUIT - VOLUSIA COUNTY
P.O. BOX 6043 DELAND, FLORIDA 32721-6043 - WWW.CLERK.ORG

Attn: Tax Deed Division
(386) 736-5919

1570 Hammock

CITY OF HOLLY HILL
FINANCE DIRECTOR
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117-2898

604-14 MAY 9, 2017

NOTICE

Date of Notice: MAY 9, 2017

Certificate No: 604-14

Parcel ID No: 6912-03-08-0020 Legal Description: 12 16 19 LOT 1 EXC E 137.02 FT BLK 8
MCTIMMONS DELEON SPRING S MB 12 PG 123 & INC N 90.19 FT MEAS ON W/L OF ADJ
UNNUMBERED LOT IN GOVT LOT 6 PER OR 2335 PG 0524 PER OR 6582 PG 1630

In accordance with Chapter 197 of the Florida Statutes, the above-listed property was sold at public auction on MAY 9, 2017. After the reimbursement of certain expenses, there remains excess funds in the amount of \$297.67. In accordance with Florida Statutes, these surplus funds may be subject to a service charge prior to disbursement.

Attached is a copy of the abstract of this property received from the office of the tax collector reflecting all such parties as described in section 197.502(4), Florida Statutes, having an interest in the subject property. The surplus funds will be used to satisfy, to the fullest extent possible, all governmental liens in the property, including any tax certificates not incorporated in the tax deed application and omitted taxes, if any, followed by each senior mortgage or lien in the property, before distribution of any funds to any junior mortgage or lien. Any valid lien in the property is entitled to payment before any payment is made to the titleholder of record.

To be considered for distribution of these funds, you must submit a notarized statement of claim along with evidence supporting the validity of your claim. With respect to liens, the statement of claim should detail the particulars of your lien and should include the total amount now due. A copy of this notice and a completed Internal Revenue Service Form W-9 must accompany your statement of claim. The above-listed documentation should be received by this office *within 90 days* of the date of this Notice. After examining all filed statements of claim, this office will notify you if you are entitled to any payment. Dated this 9TH day of MAY, 2017.



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

By: [Signature]
D. McGowan
Deputy Clerk

RECEIVED
MAY 11 2017
FINANCE DEPT.

CL-0277-1107

Packet Pg. 231

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

11/06/1996 13:56
 Instrument # 96190042
 Book: 4152
 Page: 3733
 Diane M. Matousek
 Volusia County, Clerk of Court

DEMOLITION LIEN

STATE OF FLORIDA
 COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority personally appeared, who being duly sworn, says that he or she is the City Clerk/City Manager or designee of the LIENOR herein, the CITY OF HOLLY HILL, a Florida municipal corporation whose address is City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, and that LIENOR hereby claims a lien, pursuant to Chapter 18, Code of Ordinances, City of Holly Hill, Florida, against certain real property, for the total sum of TWO THOUSAND FOUR HUNDRED NINETY SIX DOLLARS (\$2,496.00) for demolition and removal of a condemned structure, and removal and disposal of contents in a condemned structure, commonly located at 1570 Hammock Drive, Holly Hill, Florida, and being legally described as follows, to wit:

Parcel #4242-31-02-0150

The foregoing sum of \$2,496.00 was incurred on or about on July 15, 1996 and has remained unpaid for a period in excess of sixty (60) days after demand for payment from the property owners was made.

Notice that LIENOR claims a lien in the amount of \$2,496.00 as stated herein above has been provided to Lavern Cooper Life Estate, c/o Jeff Cooper, legal owner(s) of the subject premises, by mailing a copy of the Demolition lien to said property owner(s) last known mailing address at 450 W. Avenue, Lockport, New York 14094.

CITY OF HOLLY HILL
 a Florida municipal corporation

Timothy Harbuck
 Timothy Harbuck
 Chief Building Official/
 Development Code Administrator

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of October, 19 96, by Timothy Harbuck, who is personally known to me, or provided the following type of identification

Notary Signature

(Print Name)

Constance J. Aberman
CONSTANCE J. ABERMAN

Notary Public, State of Florida at Large

OFFICIAL NOTARY SEAL
 CONSTANCE J ABERMAN
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC556513
 MY COMMISSION EXP. MAY 21, 2000

Attachment: 1570 Hammock Dr (2451 : Reduction of Lien Request - 1570 Hammock Drive)

08/11/2003 09:26 AM
 Instrument# 2003-194153
Book: 5135
Page: 2117
 Diane M. Matousek
 Volusia County, Clerk of Court

Name:	Brenda Gubernator
Address:	1065 Ridgewood Avenue
	Holly Hill, FL 32117
This Instrument Prepared By:	
Name:	Brenda Gubernator
Address:	1065 Ridgewood Avenue
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s):	4242-31-02-0150

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, Personally appeared Brenda Gubernator
 Who was duly sworn and says she is the agent herein

City of Holly Hill

(Lienor's Name)

Whose Address is:

1065 Ridgewood Avenue, Holly Hill, FL 32117

(Lienor's Address)

And in accordance with a contract with: N/A

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Lot Mowing & Clearing

Lot Mowing & Clearing

on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street & number, if known)

Parcel ID#: 4242-31-02-0150
 1570 Hammock Drive, Holly Hill, FL 32117

owned by **Cooper, Lavern (Life Estate)**

of a total value of Three Hundred Eightythree and 40/100 Dollars \$383.40

of which there remains unpaid \$383.40, and furnished the first of these items on the last of these items on , and (if the lien is claimed by one not in privity with the owner) that the lienor served his notice to owner on 9/20/2000, by United States Postal Services First Class Mail.

And, (if required) that the lienor served copies of the notice on the contractor on, by , and on the subcontractor, on, by N/A

Lienor: City of Holly Hill

By Brenda Gubernator (Agent)

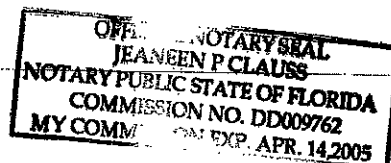
Printed Name: Brenda Gubernator

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 4th day of August, 2003, by Brenda Gubernator, who is personally known to me or produced as identification and did / did not take an oath.

Jeaneen P. Clauss
 Notary Public



COPY

#2160