

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.19  
(ID # 12218)**

**MEETING DATE:**

Tuesday, April 21, 2020

**FROM:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Introduction of and Setting for Public Hearing Ordinance No. 946, Regulating Holders of State Video Franchises Granted by the Public Utilities Commission Pursuant to the Digital Infrastructure and Video Competition Act of 2006; Approval of the Spectrum Enterprise Service Agreement, Service Level Agreement, and Customer Service Order with Charter Communications Operating, LLC for three years, All Districts. [Total Cost- Not to Exceed \$30,000, RCIT RivCoTV Budget – 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Introduce, read title and waive further reading of Ordinance No. 946, an Ordinance of the County of Riverside Regulating Holders of State Video Franchises Granted by the Public Utilities Commission Pursuant to the Digital Infrastructure and Video Competition Act of 2006;
2. Set a public hearing on May 5, 2020 on adoption of Ordinance No. 946;
3. Direct the Clerk of the Board to give notice pursuant to Government Code section 6062a for Adoption of Ordinance No. 946;

**ACTION:** Policy

  
Dave Rogers, Assistant County Executive Officer / CIO 4/7/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Ordinance No. 946 is approved as introduced with waiver of the reading and is set for hearing on Tuesday, May 5, 2020 at 9:30 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 21, 2020  
xc: RC IT

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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4. Approve the attached Spectrum Enterprise Service Agreement, Service Level Agreement, and Customer Service Order with Charter Communications Operating, LLC for three years, not to exceed a total aggregate of \$30,000; and authorize the Chairman of the Board to sign three (3) copies of the same on behalf of the County; and
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that that exercise the options of the Agreement including modifications of the Statement of Work that stay within the intent of the Agreement and sign amendments that do not increase the compensation more than 10% of the total contract amount.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 4,410	\$ 7,680	\$ 30,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: RCIT RivCoTV Budget – 100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20 – 22/23</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On October 2, 2018 (Agenda item 3.8), the Board of Supervisors approved the initiation of the ordinance establishing local regulations applicable to state video franchise holders, also known as Ordinance No. 946 (“Ordinance”). Historically, cable franchises were issued and regulated at the local level in California. However, the California Legislature enacted the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”), which went into effect on January 1, 2007. Under DIVCA, the Legislature created a new regulatory scheme for cable and video franchising in California that essentially shifted franchising authority away from local government to the State level. Under this new regulatory scheme, only the California Public Utilities Commission (“CPUC”) may issue video franchises under DIVCA, and as locally granted franchises expire, the video service provider operating under a local franchise must obtain a State DIVCA franchise to continue to serve the local community.

For that reason, AT&T and Spectrum are now operating under a DIVCA franchise in the unincorporated areas of the County of Riverside. Frontier Communications, formerly known as Verizon California, entered into a Cable Franchise Agreement with the County on November 14, 2006 (Item 9.4) and continues to operate under its local franchise with the County, which does not expire until 2021. Zito West Holding, LLC d/b/a Zito Media (formerly known as USA Communications) and NPG Cable, LLC d/b/a Suddenlink Communications (“Suddenlink”) also have DIVCA franchises to operate in the unincorporated areas of the County of Riverside.

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Although the CPUC now has most of the regulatory authority over the holders of state video franchises under DIVCA, DIVCA preserves some local government regulatory authority, including the collection of franchise and “PEG” fees, right-of-way management, and enforcement of state and federal customer service requirements. This regulatory authority is addressed in Ordinance No. 946. In particular, the Ordinance will enable the County to collect a fee from the state video franchise holders to support Public, Educational, and Governmental (“PEG”) channel facilities.

Agenda item 3.8 also approved the PEG Channel Plan which laid out the introduction and purpose of RivCoTV. RivCoTV is currently broadcasting local programming on AT&T channel 99 and Frontier channel 36. To finish fully implementing the County’s PEG program, this approved Ordinance will be sent to state video franchise holders operating in the unincorporated areas of the County.

Also, upon approval of this item by the Board, the County of Riverside will enter into an agreement with Spectrum for the installation of an audio/video encoder as well as two 20 MBPS internet connections. These connections are required of the County by Spectrum for the transfer of the digital signal to their video distribution center. Once the hardware is installed, the County of Riverside will be able to broadcast its programming to the largest group of customers in the unincorporated area. As a result, most customers in the unincorporated areas will be able to access all the legislative meetings that take place in the County board chambers as well as the other programming provided to RivCoTV for playback.

Staff recommends the introduction of, and setting public hearing for, Ordinance No. 946 and approval of the Spectrum Enterprise Service Agreement, Service Level Agreement, and Customer Service Order with Charter Communications Operating, LLC (“Spectrum”) for hardware and internet connections for the PEG program. County Counsel has approved the Ordinance and said agreements as to form. If this item is approved, a subsequent Form 11 will be recommended to the Board on the May 5, 2020 agenda to adopt Ordinance No. 946.

**Impact on Residents and Businesses**

There is no negative impact on residents.

**Additional Fiscal Information**

Description:	FY 19/20	FY 20/21	FY 21/22	FY 22/23	Total
<b>One-time Cost:</b>					
Ethernet Switch and installation service 4080 Lemon St.	\$ 1,725	\$ 0	\$ 0	\$ 0	\$ 1,725
Ethernet installation at 7337 Central Ave.	\$ 125	\$ 0	\$ 0	\$ 0	\$ 125
<b>Annual Cost:</b>					
20 MBPS Optical Ethernet monthly	\$ 2,560	\$ 7,680	\$ 7,680	\$ 5120	\$ 23,040

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service for two locations: (4080 Lemon St & 7337 Central Ave)					
Applicable Government Taxes (billed at time of invoice)	Estimated not to exceed				\$ 5,110
Total Not to Exceed					\$ 30,000

**Contract History and Price Reasonableness**

Approximately 10 years ago, the County initiated communications with Spectrum (then Charter Communications) regarding implementing a PEG program. The discussion revealed that the cost to run a PEG channel would not be fully offset by the PEG fees estimated to be received. At the time, making it cost-prohibitive to operate the channel(s). Subsequently, as a result of recent discussions with Spectrum, the County has discovered that operating the PEG channel would no longer be cost-prohibitive due to Spectrum's requirement to use Spectrum installed hardware and internet connections at a cost far less than previously discussed. Therefore, the hardware and internet connections costs would be considerably less than what the County expects to receive from Spectrum for PEG fees. Combined with the estimated PEG fees from the other state video franchise holders, the County PEG program will improve its existing programming, increasing its visibility and access for its customers.

**Attachments:**

1. Ordinance No. 946.
2. Spectrum Enterprise Service Agreement, Service Level Agreement, and Customer Service Order

  
Teresa Summers, Director of Purchasing 4/8/2020

  
Gregory H. Priamos, Director County Counsel 4/9/2020



1 PEG fee, as established by Section 6 of this ordinance, is not a levy, charge, or exaction imposed by a local  
2 government so as to constitute a local tax within the meaning of the California Constitution, and therefore,  
3 does not require voter approval.

4 g. The development of cable, video, and telecommunications services and systems may  
5 provide significant benefits for, and have substantial impacts upon, the residents of the County, and because  
6 of the complex and rapidly changing technology associated with cable, video, and telecommunications  
7 services and systems, the public convenience, safety, and general welfare is best served by the County's  
8 exercise of its regulatory powers.

9 Section 2. PURPOSE. The purpose of this ordinance is to implement within the unincorporated  
10 areas of the County the provisions of DIVCA and the rules and regulations promulgated thereunder that are  
11 applicable to the County under DIVCA. This ordinance is applicable to all video service providers who are  
12 eligible for, and have been awarded, a state video franchise under the California Public Utilities Code  
13 section 5800, et seq. (the Digital Infrastructure and Video Competition Act of 2006), to provide cable or  
14 video services in any unincorporated area of the County.

15 Section 3. AUTHORITY. This ordinance is adopted pursuant to the California Public Utilities  
16 Code section 5800, et seq. (the Digital Infrastructure and Video Competition Act of 2006), which authorizes  
17 counties to adopt ordinances regulating holders of state franchises.

18 Section 4. RIGHTS RESERVED. The rights reserved to the County under this ordinance are  
19 in addition to all other rights of the County whether reserved by this ordinance, or authorized by other  
20 applicable law, including any other County ordinance, and no action, proceeding, or exercise of a right shall  
21 affect any other rights which may be held by the County.

22 Section 5. COMPLIANCE WITH ORDINANCE. Nothing contained in this ordinance exempts  
23 a state franchise holder from compliance with all ordinances, rules, or regulations of the County now in  
24 effect or which may be hereafter adopted which are not inconsistent with this ordinance or California Public  
25 Utilities Code section 5800, et seq., or obligations under any franchise previously issued by the County,  
26 insofar as those may be enforced under California Public Utilities Code section 5800, et seq.

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1           Section 6.     DEFINITIONS. As used in this ordinance, the following terms, phrases, words, and  
2 their derivations shall have the meaning given herein. Unless otherwise expressly stated, words not defined  
3 in this ordinance, including but not limited to “gross revenue”, “cable service”, “video service provider”  
4 and “video service” shall be given the meaning as set forth in the Digital Infrastructure and Video  
5 Competition Act of 2006, California Public Utilities Code section 5800 and following, as amended from  
6 time to time.

7           a.     Applicant. Any person submitting any application required under the California  
8 Public Utilities Code section 5800 and following.

9           b.     Applicable law. All lawfully enacted and applicable federal, state and County laws,  
10 ordinances, codes, rules, regulations, and orders as the same may be amended or adopted from time to time.

11           c.     Board of Supervisors. The Board of Supervisors for the County of Riverside.

12           d.     Clerk of the Board. The Clerk of the Board for the County of Riverside’s Board of  
13 Supervisors, and/or his or her duly appointed designees.

14           e.     Construction. The named actions interpreted broadly, encompassing, among other  
15 things, installation, extension, maintenance, replacement of components, relocation, undergrounding,  
16 grading, site preparation, adjusting, testing, make-ready, excavation and tree trimming.

17           f.     Director of Transportation. The Director of Transportation of the County of  
18 Riverside, California, and/or his or her duly appointed designees.

19           g.     DIVCA. The Digital Infrastructure and Video Competition Act of 2006, California  
20 Public Utilities Code section 5800, et seq., as may be amended from time to time.

21           h.     PEG. Public, educational, or governmental access.

22           i.     RCIT. Riverside County Information Technology Department.

23           j.     State franchise. A franchise issued by the California Public Utilities Commission to  
24 provide cable service or video service, as those terms are defined in DIVCA, within the unincorporated  
25 areas of the County.

26           k.     State franchise holder. A person who holds a state franchise.  
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1           Section 7.     STATE FRANCHISE FEES. Any state franchise holder operating within the  
2 unincorporated areas of the County shall pay to the County a state franchise fee equal to five percent (5%)  
3 of that state franchise holder's gross revenues that may be subject to a franchise fee under California Public  
4 Utilities Code section 5860.

5           Section 8.     PEG FEES. Every state franchise holder operating within the unincorporated areas  
6 of the County shall pay a PEG fee in the amount of one percent (1%) of that state franchise holder's gross  
7 revenues.

8           Section 9.     PAYMENT OF FEES. The state franchise fee required pursuant to Section 7, and  
9 the PEG fee required pursuant to Section 8, shall each be paid to the County quarterly, in a manner  
10 consistent with California Public Utilities Code section 5860. The state franchise holder shall deliver to the  
11 County, by check or other means specified by the County, a payment for the state franchise fee and a  
12 separate payment for the PEG fee not later than forty-five (45) days after the end of each calendar quarter.  
13 Each payment made shall be accompanied by a summary explaining the basis for the fees, containing such  
14 information as RCIT may require consistent with DIVCA.

15           Section 10.    AUDITS. The County may audit the business records of the holder of a state  
16 franchise in a manner consistent with California Public Utilities Code section 5860(i).

17           Section 11.    LATE PAYMENTS. In the event a state franchise holder fails to make payments  
18 required by this ordinance on or before the due dates specified in Section 9 of this ordinance, the County  
19 shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of  
20 delinquency, plus one percent (1%), or the maximum rate specified by law.

21           Section 12.    CUSTOMER SERVICE AND CONSUMER PROTECTION STANDARDS. Each  
22 state franchise holder shall comply with all applicable customer service and consumer protection standards  
23 to the extent consistent with California Public Utilities Code section 5900, including, but not limited to, all  
24 existing and subsequently enacted customer service and consumer protection standards established by state  
25 and federal law and regulation pertaining to the provision of video service.

26           Section 13.    PENALTIES FOR VIOLATIONS OF CUSTOMER SERVICE AND CONSUMER  
27 PROTECTION STANDARDS.



1 a. The County shall enforce the provisions of Section 13.

2 b. The County shall give the state franchise holder written notice of any alleged material  
3 breach of the customer service consumer protection standards and allow the state franchise holder at least  
4 30 days from receipt of the notice to remedy the specified material breach.

5 c. For material breaches, as defined in California Public Utilities Code section 5900,  
6 that are not remedied by a state franchise holder within the 30-day time period set forth in Section 13(b),  
7 the County may impose the following penalties:

8 1. For the first occurrence of a material breach, a fine of \$500.00 may be  
9 imposed for each day the violation remains in effect, not to exceed \$1,500.00 for each violation.

10 2. For a second material breach of the same nature within 12 months, a fine of  
11 \$1,000.00 may be imposed for each day the violation remains in effect, not to exceed \$3,000.00 for each  
12 violation.

13 3. For a third material breach of the same nature within 12 months, a fine of  
14 \$2,500.00 may be imposed for each day the violation remains in effect, not to exceed \$7,500.00 for each  
15 violation.

16 d. The penalties herein are in addition to any other remedies provided by law and the  
17 payment of any penalty herein shall not relieve a person of the obligation to correct the violation.

18 e. Any penalties imposed by the County shall be imposed in a manner consistent with  
19 California Public Utilities Code section 5900.

20 f. RCIT is authorized to provide any notices required under California Public Utilities  
21 Code section 5900. RCIT may coordinate with the Public Advocate's Office of the Public Utilities  
22 Commission to protect consumers in the County.

23 g. A state franchise holder may appeal a penalty assessed by RCIT to the Board of  
24 Supervisors within sixty (60) days of the date of the initial penalty notice by filing a written notice of appeal  
25 in duplicate with the Clerk of the Board. The notice shall state clearly the reasons why the penalty should  
26 be overturned. The Board of Supervisors shall hear all evidence and relevant testimony and may uphold,  
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1 modify, or vacate the penalty. The Board of Supervisors' decision on the imposition of the penalty shall be  
2 final and subject to judicial review.

3 Section 14. CONSTRUCTION IN COUNTY RIGHTS-OF-WAY. Except as expressly provided  
4 in this ordinance, a state franchise holder performing work in any County rights-of-way shall comply with  
5 Riverside County Ordinance No. 499 and any other applicable County ordinances and administrative rules  
6 and regulations, as now existing or as hereafter amended.

7 Section 15. PERMITS.

8 a. Prior to commencing any work for which a permit is required by Riverside County  
9 Ordinance No. 499 or any other applicable County ordinance or administrative rule or regulation, a state  
10 franchise holder shall apply for and obtain a permit in accordance with the provisions of said ordinance(s)  
11 or administrative rule(s) or regulation(s), including the payment of all applicable encroachment, permit, and  
12 inspection fees. A permit application is complete when the state franchise holder has complied with all  
13 applicable laws and regulations, including but not limited to Riverside County Ordinance No. 499 or any  
14 other applicable County ordinance or administrative rule or regulation, and all applicable requirements of  
15 Division 13 of the California Public Resources Code, section 21000, and following, (the California  
16 Environmental Quality Act) and preparation of plans and specifications as required by the Director of  
17 Transportation.

18 b. The Director of Transportation shall, in the exercise of reasonable discretion as  
19 permitted by state law, either approve or deny a state franchise holder's application for any permit required  
20 under County ordinance or administrative rule or regulation within sixty (60) days of receiving a complete  
21 permit application from the state franchise holder.

22 c. In the event the Director of Transportation denies a complete permit application from  
23 a state franchise holder that is required under Section 15(a) of this ordinance, the following shall apply:

24 1. If the Director of Transportation denies a state franchise holder's application  
25 for a permit, the Director of Transportation shall, at the time of notifying the applicant of denial, furnish to  
26 the applicant a detailed explanation of the reason or reasons for the denial.

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1                   2.     A state franchise holder that has been denied a permit by final decision of the  
2 Director of Transportation may appeal to the Board of Supervisors by filing a written notice of appeal in  
3 duplicate with the Clerk of the Board within 10 working days of the mailing or posting of the final decision.  
4 The notice shall state clearly the reasons why the denial decision should be overturned. The Board of  
5 Supervisors shall only hear the appeal if the notice is filed and all required fees are paid within the 10-day  
6 appeal period. Once a notice of appeal has been filed, it may be withdrawn by the state franchise holder  
7 prior to the distribution of public hearing notices, but not thereafter.

8                   3.     The Clerk of the Board shall set the hearing of the appeal and shall give notice  
9 of such hearing to the applicant, County Executive Officer, and Board of Supervisors, and by posting in the  
10 manner required for appeals. In addition, the Board of Supervisors may give notice of the hearing in such  
11 other manner as it wishes. The Board may continue from time to time any hearing held by it.

12                  4.     The Director of Transportation shall transmit the entire record concerning the  
13 permit application to the Board of Supervisors.

14                  5.     In rendering its decision on the appeal, the Board of Supervisors shall not  
15 hear or consider any argument or evidence of any kind other than the record of the matter received from the  
16 Director of Transportation, unless the Board of Supervisors is conducting a public hearing on the matter.

17                  d.     The issuance of a permit by the County is not a franchise, and does not grant any  
18 vested rights in any location in the County rights-of-way, or in any particular manner of placement within  
19 the County rights-of-way. A permit to place cabinets and similar appurtenances aboveground may be  
20 revoked and the permittee required to place facilities underground, upon reasonable notice to the permittee  
21 and in accordance with applicable law.

22                  Section 16.   PARTICIPATION WITH OTHER UTILITIES. Each state franchise holder shall  
23 cooperate in the planning, locating, and construction of its network in utility joint trenches or common duct  
24 banks with other communications providers.

25                  Section 17.   UNDERGROUND SERVICES ALERT. Each state franchise holder shall be a  
26 member of the regional notification center for subsurface installations (Underground Services Alert) and  
27 shall field mark, at its sole cost and expense, the locations of its underground network facilities upon  
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1 notification in accordance with the requirements of Section 4216.1 of the California Government Code, and  
2 any other applicable law.

3 Section 18. EMERGENCY ALERT SYSTEMS. Each state franchise holder shall comply with  
4 the emergency alert system requirements of the Federal Communications Commission in order that  
5 emergency messages may be distributed over the state franchise holder's network.

6 Section 19. INTERCONNECTION FOR PEG PROGRAMMING. Each state franchise holder,  
7 and each incumbent cable operator, shall negotiate in good faith to interconnect their networks for the  
8 purpose of providing PEG programming. Interconnection may be accomplished by any means authorized  
9 under Public Utilities Code section 5870(h). Each state franchise holder and incumbent cable operator shall  
10 provide interconnection of PEG channels on reasonable terms and conditions and may not withhold the  
11 interconnection. If a state franchise holder and an incumbent cable operator cannot reach a mutually  
12 acceptable interconnection agreement, the County may require the incumbent cable operator to allow the  
13 state franchise holder to interconnect its network with the incumbent cable operator's network at a  
14 technically feasible point on the state franchise holder's network as identified by the state franchise holder.  
15 If no technically feasible point for interconnection is available, each state franchise holder will make an  
16 interconnection available to each channel originator providing PEG programming to an incumbent cable  
17 operator, and will provide the facilities necessary for the interconnection. The cost of any interconnection  
18 will be borne by the state franchise holder requesting the interconnection unless otherwise agreed to by the  
19 state franchise holder and the incumbent cable operator.

20 Section 20. ADMINISTRATIVE RESPONSIBILITY. RCIT shall be responsible for the  
21 administration of this ordinance.

22 Section 21. NOTICES. Each state franchise holder or applicant for a state franchise shall file  
23 with the County a copy of all applications or notices that the state franchise holder or applicant is required  
24 to provide to the County under DIVCA. Unless otherwise specified in this ordinance, all notices or other  
25 documentation that a state franchise holder is required to provide to the County under this ordinance or the  
26 California Public Utilities Code shall be provided to both the County Executive Officer and the County  
27 staff person in charge of cable and telecommunications, or their successor or designees.  
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OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

April 23, 2020

PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

E-MAIL: [legals@pe.com](mailto:legals@pe.com)  
FAX: 951-368-9018

RE: NOTICE OF ADOPTION OF ORDINANCE 946

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES** on **Tuesday, April 28, 2020 and Monday, May 4, 2020.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Karen Barton*

Deputy Clerk of the Board to  
KECIA R. HARPER, CLERK OF THE BOARD

**RIVERSIDE COUNTY BOARD OF SUPERVISORS**

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, May 5, 2020 at 9:30 a.m.**, or as soon as possible thereafter, to consider adoption of the following Ordinance:

**ORDINANCE NO. 946**  
**AN ORDINANCE OF THE COUNTY OF RIVERSIDE**  
**REGULATING HOLDERS OF STATE VIDEO FRANCHISES GRANTED BY THE PUBLIC**  
**UTILITIES COMMISSION PURSUANT TO THE DIGITAL INFRASTRUCTURE AND VIDEO**  
**COMPETITION ACT OF 2006**

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. FINDINGS. The Board of Supervisors finds as follows:

- a. In 2006, the Digital Infrastructure and Video Competition Act was signed into law and codified at California Public Utilities Code section 5800, et seq., (“DIVCA”).
- b. The State legislature stated the purpose of DIVCA was to increase competition in the provision of video, voice, and broadband services for all Californians through the institution of a state video franchising system.
- c. AT&T, Spectrum, Zito Media, and Suddenlink Communications are currently serving the unincorporated areas of the County of Riverside (“County”) under state franchises issued by the California Public Utilities Commission pursuant to DIVCA.
- d. Frontier Communications, formerly known as Verizon California, is servicing the unincorporated areas of the County under a local franchise agreement, which shall continue, unless terminated early in accordance with the franchise and/or DIVCA, until it expires on its own terms on November 30, 2021.
- e. DIVCA also recognizes the continuing need to protect local revenues and control of public rights-of-way by requiring state franchise holders to pay a franchise fee to a county as rent or a toll for the use of that county’s rights-of-way and authorizing a county to impose reasonable time, place, and manner restrictions on a state franchisee regarding the conditions under which the franchisee may construct or operate the facilities necessary to provide video, voice, and broadband services.
- f. DIVCA further authorizes a county, by ordinance, to establish a fee to support public, educational, or governmental access channel facilities and to enforce certain state and federal customer service and privacy standards and to charge certain monetary penalties for violations of such standards. The PEG fee, as established by Section 6 of this ordinance, is not a levy, charge, or exaction imposed by a local government so as to constitute a local tax within the meaning of the California Constitution, and therefore, does not require voter approval.
- g. The development of cable, video, and telecommunications services and systems may provide significant benefits for, and have substantial impacts upon, the residents of the County, and because of the complex and rapidly changing technology associated with cable, video, and telecommunications services and systems, the public convenience, safety, and general welfare is best served by the County’s exercise of its regulatory powers.

Section 2. PURPOSE. The purpose of this ordinance is to implement within the unincorporated areas of the County the provisions of DIVCA and the rules and regulations promulgated thereunder that are applicable to the County under DIVCA. This ordinance is applicable to all video service providers who are eligible for, and have been awarded, a state video franchise under the California Public Utilities Code section 5800, et seq. (the Digital Infrastructure and Video Competition Act of 2006), to provide cable or video services in any unincorporated area of the County.

Section 3. AUTHORITY. This ordinance is adopted pursuant to the California Public Utilities Code section 5800, et seq. (the Digital Infrastructure and Video Competition Act of 2006), which authorizes counties to adopt ordinances regulating holders of state franchises.

Section 4. RIGHTS RESERVED. The rights reserved to the County under this ordinance are in addition to all other rights of the County whether reserved by this ordinance, or authorized by other applicable law, including any other County ordinance, and no action, proceeding, or exercise of a right shall affect any other rights which may be held by the County.

Section 5. COMPLIANCE WITH ORDINANCE. Nothing contained in this ordinance exempts a state franchise holder from compliance with all ordinances, rules, or regulations of the County now in effect or which may be hereafter adopted which are not inconsistent with this ordinance or California Public Utilities Code section 5800, et seq., or obligations under any franchise previously issued by the County, insofar as those may be enforced under California Public Utilities Code section 5800, et seq.

Section 6. DEFINITIONS. As used in this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. Unless otherwise expressly stated, words not defined in this ordinance, including but not limited to "gross revenue", "cable service", "video service provider" and "video service" shall be given the meaning as set forth in the Digital Infrastructure and Video Competition Act of 2006, California Public Utilities Code section 5800 and following, as amended from time to time.

a. Applicant. Any person submitting any application required under the California Public Utilities Code section 5800 and following.

b. Applicable law. All lawfully enacted and applicable federal, state and County laws, ordinances, codes, rules, regulations, and orders as the same may be amended or adopted from time to time.

c. Board of Supervisors. The Board of Supervisors for the County of Riverside.

d. Clerk of the Board. The Clerk of the Board for the County of Riverside's Board of Supervisors, and/or his or her duly appointed designees.

e. Construction. The named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, excavation and tree trimming.

f. Director of Transportation. The Director of Transportation of the County of Riverside, California, and/or his or her duly appointed designees.

g. DIVCA. The Digital Infrastructure and Video Competition Act of 2006, California Public Utilities Code section 5800, et seq., as may be amended from time to time.

h. PEG. Public, educational, or governmental access.

i. RCIT. Riverside County Information Technology Department.

j. State franchise. A franchise issued by the California Public Utilities Commission to provide cable service or video service, as those terms are defined in DIVCA, within the unincorporated areas of the County.

k. State franchise holder. A person who holds a state franchise.

Section 7. STATE FRANCHISE FEES. Any state franchise holder operating within the unincorporated areas of the County shall pay to the County a state franchise fee equal to five percent (5%) of that state franchise holder's gross revenues that may be subject to a franchise fee under California Public Utilities Code section 5860.

Section 8. PEG FEES. Every state franchise holder operating within the unincorporated areas of the County shall pay a PEG fee in the amount of one percent (1%) of that state franchise holder's gross revenues.

Section 9. PAYMENT OF FEES. The state franchise fee required pursuant to Section 7, and the PEG fee required pursuant to Section 8, shall each be paid to the County quarterly, in a manner consistent with California Public Utilities Code section 5860. The state franchise holder shall deliver to the County, by check or other means specified by the County, a payment for the state franchise fee and a separate payment for the PEG fee not later than forty-five (45) days after the end of each calendar quarter. Each payment made shall be accompanied by a summary explaining the basis for the fees, containing such information as RCIT may require consistent with DIVCA.

Section 10. AUDITS. The County may audit the business records of the holder of a state franchise in a manner consistent with California Public Utilities Code section 5860(i).

Section 11. LATE PAYMENTS. In the event a state franchise holder fails to make payments required by this ordinance on or before the due dates specified in Section 9 of this ordinance, the County



shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%), or the maximum rate specified by law.

Section 12. CUSTOMER SERVICE AND CONSUMER PROTECTION STANDARDS. Each state franchise holder shall comply with all applicable customer service and consumer protection standards to the extent consistent with California Public Utilities Code section 5900, including, but not limited to, all existing and subsequently enacted customer service and consumer protection standards established by state and federal law and regulation pertaining to the provision of video service.

Section 13. PENALTIES FOR VIOLATIONS OF CUSTOMER SERVICE AND CONSUMER PROTECTION STANDARDS.

a. The County shall enforce the provisions of Section 13.

b. The County shall give the state franchise holder written notice of any alleged material breach of the customer service consumer protection standards and allow the state franchise holder at least 30 days from receipt of the notice to remedy the specified material breach.

c. For material breaches, as defined in California Public Utilities Code section 5900, that are not remedied by a state franchise holder within the 30-day time period set forth in Section 13(b), the County may impose the following penalties:

1. For the first occurrence of a material breach, a fine of \$500.00 may be imposed for each day the violation remains in effect, not to exceed \$1,500.00 for each violation.

2. For a second material breach of the same nature within 12 months, a fine of \$1,000.00 may be imposed for each day the violation remains in effect, not to exceed \$3,000.00 for each violation.

3. For a third material breach of the same nature within 12 months, a fine of \$2,500.00 may be imposed for each day the violation remains in effect, not to exceed \$7,500.00 for each violation.

d. The penalties herein are in addition to any other remedies provided by law and the payment of any penalty herein shall not relieve a person of the obligation to correct the violation.

e. Any penalties imposed by the County shall be imposed in a manner consistent with California Public Utilities Code section 5900.

f. RCIT is authorized to provide any notices required under California Public Utilities Code section 5900. RCIT may coordinate with the Public Advocate's Office of the Public Utilities Commission to protect consumers in the County.

g. A state franchise holder may appeal a penalty assessed by RCIT to the Board of Supervisors within sixty (60) days of the date of the initial penalty notice by filing a written notice of appeal in duplicate with the Clerk of the Board. The notice shall state clearly the reasons why the penalty should be overturned. The Board of Supervisors shall hear all evidence and relevant testimony and may uphold, modify, or vacate the penalty. The Board of Supervisors' decision on the imposition of the penalty shall be final and subject to judicial review.

Section 14. CONSTRUCTION IN COUNTY RIGHTS-OF-WAY. Except as expressly provided in this ordinance, a state franchise holder performing work in any County rights-of-way shall comply with Riverside County Ordinance No. 499 and any other applicable County ordinances and administrative rules and regulations, as now existing or as hereafter amended.

Section 15. PERMITS.

a. Prior to commencing any work for which a permit is required by Riverside County Ordinance No. 499 or any other applicable County ordinance or administrative rule or regulation, a state franchise holder shall apply for and obtain a permit in accordance with the provisions of said ordinance(s) or administrative rule(s) or regulation(s), including the payment of all applicable encroachment, permit, and inspection fees. A permit application is complete when the state franchise holder has complied with all applicable laws and regulations, including but not limited to Riverside County Ordinance No. 499 or any other applicable County ordinance or administrative rule or regulation, and all applicable requirements of Division 13 of the California Public Resources Code, section 21000, and following, (the California Environmental Quality Act) and preparation of plans and specifications as required by the Director of Transportation.

b. The Director of Transportation shall, in the exercise of reasonable discretion as permitted by state law, either approve or deny a state franchise holder's application for any permit required under County ordinance or administrative rule or regulation within sixty (60) days of receiving a complete permit application from the state franchise holder.

c. In the event the Director of Transportation denies a complete permit application from a state franchise holder that is required under Section 15(a) of this ordinance, the following shall apply:

1. If the Director of Transportation denies a state franchise holder's application for a permit, the Director of Transportation shall, at the time of notifying the applicant of denial, furnish to the applicant a detailed explanation of the reason or reasons for the denial.

2. A state franchise holder that has been denied a permit by final decision of the Director of Transportation may appeal to the Board of Supervisors by filing a written notice of appeal in duplicate with the Clerk of the Board within 10 working days of the mailing or posting of the final decision. The notice shall state clearly the reasons why the denial decision should be overturned. The Board of Supervisors shall only hear the appeal if the notice is filed and all required fees are paid within the 10-day appeal period. Once a notice of appeal has been filed, it may be withdrawn by the state franchise holder prior to the distribution of public hearing notices, but not thereafter.

3. The Clerk of the Board shall set the hearing of the appeal and shall give notice of such hearing to the applicant, County Executive Officer, and Board of Supervisors, and by posting in the manner required for appeals. In addition, the Board of Supervisors may give notice of the hearing in such other manner as it wishes. The Board may continue from time to time any hearing held by it.

4. The Director of Transportation shall transmit the entire record concerning the permit application to the Board of Supervisors.

5. In rendering its decision on the appeal, the Board of Supervisors shall not hear or consider any argument or evidence of any kind other than the record of the matter received from the Director of Transportation, unless the Board of Supervisors is conducting a public hearing on the matter.

d. The issuance of a permit by the County is not a franchise, and does not grant any vested rights in any location in the County rights-of-way, or in any particular manner of placement within the County rights-of-way. A permit to place cabinets and similar appurtenances aboveground may be revoked and the permittee required to place facilities underground, upon reasonable notice to the permittee and in accordance with applicable law.

Section 16. PARTICIPATION WITH OTHER UTILITIES. Each state franchise holder shall cooperate in the planning, locating, and construction of its network in utility joint trenches or common duct banks with other communications providers.

Section 17. UNDERGROUND SERVICES ALERT. Each state franchise holder shall be a member of the regional notification center for subsurface installations (Underground Services Alert) and shall field mark, at its sole cost and expense, the locations of its underground network facilities upon notification in accordance with the requirements of Section 4216.1 of the California Government Code, and any other applicable law.

Section 18. EMERGENCY ALERT SYSTEMS. Each state franchise holder shall comply with the emergency alert system requirements of the Federal Communications Commission in order that emergency messages may be distributed over the state franchise holder's network.

Section 19. INTERCONNECTION FOR PEG PROGRAMMING. Each state franchise holder, and each incumbent cable operator, shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. Interconnection may be accomplished by any means authorized under Public Utilities Code section 5870(h). Each state franchise holder and incumbent cable operator shall provide interconnection of PEG channels on reasonable terms and conditions and may not withhold the interconnection. If a state franchise holder and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement, the County may require the incumbent cable operator to allow the state franchise holder to interconnect its network with the incumbent cable operator's network at a technically feasible point on the state franchise holder's network as identified by the state franchise holder. If no technically feasible point for interconnection is available, each state franchise holder will make an interconnection available to each channel originator providing PEG programming to an incumbent cable

operator, and will provide the facilities necessary for the interconnection. The cost of any interconnection will be borne by the state franchise holder requesting the interconnection unless otherwise agreed to by the state franchise holder and the incumbent cable operator.

Section 20. ADMINISTRATIVE RESPONSIBILITY. RCIT shall be responsible for the administration of this ordinance.

Section 21. NOTICES. Each state franchise holder or applicant for a state franchise shall file with the County a copy of all applications or notices that the state franchise holder or applicant is required to provide to the County under DIVCA. Unless otherwise specified in this ordinance, all notices or other documentation that a state franchise holder is required to provide to the County under this ordinance or the California Public Utilities Code shall be provided to both the County Executive Officer and the County staff person in charge of cable and telecommunications, or their successor or designees.

Section 22. SEVERABILITY. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 23. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its adoption.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org).

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to the hearing.

Dated: April 23, 2020

Kecia R. Harper, Clerk of the Board

By: Karen Barton, Deputy Clerk of the Board

**SPECTRUM ENTERPRISE SERVICE AGREEMENT**

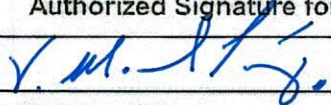
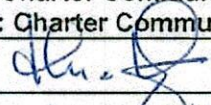
The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute 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: Maria Frew	
Office: 562-677-0273	
Cell: 310-770-9518	
Email: maria.frew@charter.com	


Customer Information				
Customer Name (Exact Legal Name): County of Riverside				
Street Address: 4080 Lemon Street	Suite:	City: Riverside	State: California	Zip Code: 92501
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name: Patrick Stephens	Tel No: (951) 955-1072		E-mail: pstephens@rivco.org	
Billing Address: 3450 14th Street	Suite:	City: Riverside	State: CA	Zip Code: 92501
Billing Contact Name: Norma Marchan	Tel No: (951) 955-7506		E-mail: RCIT-AcctsPayable@rivco.org	

**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: V. Manuel Perez		Name: Linda Whistler	
Title: Chairman, Board of Supervisors		Title: Director Strategic Sales	
Date: APR 21 2020		Date: 3/30/2020	

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel  
  
Thomas Oh, Deputy County Counsel  
Enterprise Service Agreement v.190801  
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ATTEST:  
KECIA R. HARPER, Clerk  
By:   
DEPUTY

APR 21 2020 319

## COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" 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. All submitted Service Orders are subject to approval and acceptance 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. **Except in case of an emergency, Spectrum will use commercially reasonable efforts to provide notice of its requirement for access.** 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, 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 bankcard, 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.
- (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](http://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; or (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.
- (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 **SIX (6)** 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.

**Spectrum shall indemnify and defend the Customer and its boards, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, for bodily injury or tangible property damage directly caused by the gross negligence or willful misconduct of Spectrum, its employees or contractors, at the site(s) as a direct result from Spectrum's installation, removal or maintenance at Customer's Service locations of the Spectrum Equipment.**

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.** INTENTIONALLY DELETED.
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 <https://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.**

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:  
Charter Communications 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.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/resources/billing/general-billing/general/how-do-i-cancel-downgrade-or-disconnect.html> (such instructions in the link may be updated from time to time).

## 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. 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 **shall be signed using a hard copy signature**. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original. **This Service Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Service Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.**
- (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. To the extent any term, covenant, condition or portion of this Service Agreement is 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 **California** 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 **federal district court of California** or, if such court would not have jurisdiction over the matter, then only in a **California** state court sitting in **Riverside, California**. 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 **Riverside, California**, 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, or verify the estimated viewing occupancy. 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.

**Analog Lines Over Fiber Service:** If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer's PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Service Order.

**Toll-Free Service for Spectrum Trunking:** If Customer selects to receive Spectrum Toll-Free Service for use with trunking service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer's allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum trunking service.

**Note:** Spectrum Toll-Free Service must terminate to a Spectrum trunking service. Not all Toll-Free Service features may be available in all areas.

**E911 Location Plus:** If Customer selects to receive Spectrum E911 Location Plus for use with trunking service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer's E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment, that wishes to provide location information for its station level telephone numbers.

##### **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 the features, functionalities, 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 <https://enterprise.spectrum.com> or <https://business.spectrum.com> or in the applicable price guide at <https://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. 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 and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non -voice system (such as an elevator alarm line), 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 its security, alarm or other 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. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the 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 all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.
  - d. Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum 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 ("TT") 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. If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.
  - f. 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.
  - g. 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. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum trunking service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum trunking service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum trunking service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum trunking service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.
9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum trunking service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum trunking service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

- a. Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.
  - b. Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.
  - c. The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.
  - d. Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.
  - e. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site.
10. 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.
  11. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.
  12. 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.
  13. 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.
    - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via 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.

- b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that 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.
  - c. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
  - d. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. 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.
14. 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.

15. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at <https://enterprise.spectrum.com> (or successor URL), unless other rates have been provided in the Service Order.
16. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, 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") or former toll-free service provider, as appropriate, 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.

17. Call Redirect: If a PRI Service, SIP Trunking Service, Analog Lines over Fiber, 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.
18. 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.

19. 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.
20. Voicemail: Call Recording. In the event Customer transmits protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, through the use of Hosted Voice Service, Customer acknowledges that Spectrum is acting solely as a Conduit. A "Conduit" means a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. Customer further agrees that it shall provide Spectrum prior notice if Customer stores any PHI on the voicemail or call recording feature of Hosted Voice Service and the parties shall thereafter enter into a business associate agreement.

## 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 <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. Supplemental Managed Network Service. This subsection shall only apply if Customer purchases Spectrum’s supplemental “Managed Network Service.” The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICE, 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") and Cloud Connect ("Cloud Connect")

**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.

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

Customer's use of Ethernet Service and, as applicable, Cloud Connect Service, is subject to the following additional terms and conditions:

1. Spectrum's provision of Ethernet and Cloud Connect Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet and/or Cloud Connect 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 or Cloud Connect 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 Service<sup>1</sup>:** 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](http://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.
  - 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.

<sup>1</sup> 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.

- c. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
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](http://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.

## Attachment G

### Software-Defined Wide Area Networking Service (“SD-WAN Service”)

**SD-WAN Service:** If Customer elects to purchase SD-WAN Service, Spectrum shall provide Customer with one or more SD-WAN customer premises equipment (“CPE”) through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

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

1. Internet Connectivity. Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.
2. Virtual Security Service. If Customer elects to receive vSecurity virtual security service (“Virtual Security Service”) in conjunction with the SD-WAN Service, Spectrum will install and configure the Virtual Security Service on Spectrum’s Network for access by Customer through the SD-WAN Service. Spectrum is not the manufacturer or supplier of any software or hardware components of the Virtual Security Service. Spectrum will update the Virtual Security Service from time to time based on manufacturer-provided updates. Virtual Security Service is a “Managed Service” as defined in Attachment C (FIA Service) and is subject to the disclaimers set forth therein.
3. Technical Configuration Questionnaire. Configuration of the SD-WAN Service and Virtual Security Service will be as set forth in the Technical Configuration Questionnaire completed by Customer. Customer agrees that Spectrum is relying on Customer’s configuration information in order to provide the SD-WAN Services and Virtual Security Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum’s reliance on and use of, Customer-provided configuration information.
4. Transmission of Material. Customer shall not transmit or otherwise make available on or via the SD-WAN Service any material (including any message or series of messages) that misappropriates, or violates or infringes in any way upon, the intellectual property or proprietary rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
5. Security Limitations. SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE SD-WAN SERVICES OR VIRTUAL SECURITY SERVICE. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER’S USE OF ANY SD-WAN CPE, SD-WAN SERVICE OR VIRTUAL SECURITY SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum’s sole obligation will be to implement the configuration settings requested by Customer and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.

# Spectrum Enterprise

## Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected 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 Ethernet Services:

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

“On-Net” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.

“Off-Net” includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

### II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

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

Spectrum Enterprise will classify Service problems as follows:

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

### III. Service Availability

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

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

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



**IV. Mean Time to Restore (“MTTR”)**

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a 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 Service.

MTTR per calendar month is calculated as follows:

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

**V. Latency / Frame Delay**

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

Latency / Frame  
Delay=

$\frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$
--

**VI. Packet Loss / Frame Loss Ratio**

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

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

**VII. Jitter / Frame Delay Variation**

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VIII. Network Maintenance

**Maintenance Notice:**

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

**Maintenance Windows:**

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

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

Service Availability	Mean Time To Restore ("MTTR")	Latency/ Frame Delay (Roundtrip)	Jitter/ Frame Delay Variation	Packet Loss/ Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

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

**Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel



Thomas Oh, Deputy County Counsel



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 Spectrum Enterprise Service Agreement shall remain unamended and in full force and effect.

Account Executive: Maria Frew
Phone: (562) 677-0723 ext:
Cell Phone: +1 310-770-9518
Fax: (704) 414-8090
Email: maria.frew@charter.com

Order # 10675025

Table with 3 columns: Field Name, Value, and another Field Name. Rows include Customer Information, Billing Address, Billing Contact, Authorized Contact, and Technical Contact.



<b>New and Revised Services and Monthly Charges At 4080 Lemon St , Riverside CA 92501</b>				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
20 MBPS OPTICAL ETHER INTRA	1	\$320.00	\$320.00	36 Months
<b>Total</b>			<b>\$320.00</b>	

\*Prices do not include taxes and fees.

<b>New and Revised Services and Monthly Charges At 7337 Central Ave , Riverside CA 92504</b>				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
20 MBPS OPTICAL ETHR INTRA	1	\$320.00	\$320.00	36 Months
<b>Total</b>			<b>\$320.00</b>	

\*Prices do not include taxes and fees.

<b>One Time fees At 4080 Lemon St , Riverside CA 92501</b>			
Description	Quantity	Sales Price	Total
Ethernet - Installation (Equipment – This fee is for the Video encoder and the installation charge)	1	\$1,725.00	\$1,725.00
<b>Total</b>			<b>\$1,725.00</b>

\*Prices do not include taxes and fees.

<b>One Time fees At 7337 Central Ave , Riverside CA 92504</b>			
Description	Quantity	Sales Price	Total
Ethernet - Installation *This fee is the installation charge.	1	\$125.00	\$125.00
<b>Total</b>			<b>\$125.00</b>

\*Prices do not include taxes and fees.



Special Terms
No 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.

*V. Manuel Perez*

Authorized Signature for Customer

V. Manuel Perez, Chairman, Board of Supervisors

Printed Name and Title

4/21/2020

Date Signed

*Heidi  
Keweenaw  
3/30/2020*

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

*Thomas Oh*

Thomas Oh, Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By *KeCIA R. Harper*  
DEPUTY



CALL (951) 368-9222  
EMAIL [legals@pe.com](mailto:legals@pe.com)

# THE PRESS-ENTERPRISE

DATE	ORDER NUMBER	PONumber	PRODUCT	SIZE	Amount
4/28/20	0011381009	Ord. 946	PE Riverside	5 x 369 Li	2,398.50
5/4/20	0011381009	Ord. 946	PE Riverside	5 x 369 Li	2,214.00

*RCIT*  
*4/21/2020 3.19*

Placed by: Karen Lynn Barton

## Legal Advertising Memo Invoice

BALANCE DUE
4,612.50

SALES/CONTACT INFORMATION	ADVERTISER INFORMATION			
Mikki Almeida 626-962-8811	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
	05/04/2020	5209148	5209148	BOARD OF SUPERVISORS



THE PRESS-ENTERPRISE

Legal Advertising Memo Invoice

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

ADVERTISER/CLIENT NAME		
BOARD OF SUPERVISORS		
BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
05/04/2020	5209148	5209148
BALANCE DUE	ORDER NUMBER	TERMS OF PAYMENT
4,612.50	0011381009	DUE UPON RECEIPT

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
'PO BOX 1147'  
RIVERSIDE, CA 92502

CALIFORNIA NEWSPAPER PARTNERSHIP  
dba The Press-Enterprise  
PO Box 65210  
Colorado Springs, CO 80962-5210

# THE PRESS-ENTERPRISE

Ad Copy:

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
951-368-9018 FAX

## PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: / Ord. 946

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**04/28, 05/04/2020**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: May 04, 2020  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
PO BOX 1147  
RIVERSIDE, CA 92502

Ad Number: 0011381009-01

P.O. Number: Ord. 946



NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on Tuesday, May 5, 2020 at 9:30 a.m., or as soon as possible thereafter, to consider adoption of the following Ordinance:

**ORDINANCE NO. 946**  
**AN ORDINANCE OF THE COUNTY OF RIVERSIDE**  
**REGULATING HOLDERS OF STATE VIDEO FRANCHISES GRANTED BY THE**  
**PUBLIC UTILITIES COMMISSION PURSUANT TO THE DIGITAL INFRASTRUC-**  
**TURE AND VIDEO COMPETITION ACT OF 2006**

The Board of Supervisors of the County of Riverside ordains as follows:

**Section 1.** FINDINGS. The Board of Supervisors finds as follows:

a. In 2006, the Digital Infrastructure and Video Competition Act was signed into law and codified at California Public Utilities Code section 5800, et seq., ("DIVCA").

b. The State legislature stated the purpose of DIVCA was to increase competition in the provision of video, voice, and broadband services for all Californians through the institution of a state video franchising system.

c. AT&T, Spectrum, Zito Media, and Suddenlink Communications are currently serving the unincorporated areas of the County of Riverside ("County") under state franchises issued by the California Public Utilities Commission pursuant to DIVCA.

d. Frontier Communications, formerly known as Verizon California, is servicing the unincorporated areas of the County under a local franchise agreement, which shall continue, unless terminated early in accordance with the franchise and/or DIVCA, until it expires on its own terms on November 30, 2021.

e. DIVCA also recognizes the continuing need to protect local revenues and control of public rights-of-way by requiring state franchise holders to pay a franchise fee to a county as rent or a toll for the use of that county's rights-of-way and authorizing a county to impose reasonable time, place, and manner restrictions on a state franchisee regarding the conditions under which the franchisee may construct or operate the facilities necessary to provide video, voice, and broadband services.

f. DIVCA further authorizes a county, by ordinance, to establish a fee to support public, educational, or governmental access channel facilities and to enforce certain state and federal customer service and privacy standards and to charge certain monetary penalties for violations of such standards. The PEG fee, as established by Section 6 of this ordinance, is not a levy, charge, or exaction imposed by a local government so as to constitute a local tax within the meaning of the California Constitution, and therefore, does not require voter approval.

g. The development of cable, video, and telecommunications services and systems may provide significant benefits for, and have substantial impacts upon, the residents of the County, and because of the complex and rapidly changing technology associated with cable, video, and telecommunications services and systems, the public convenience, safety, and general welfare is best served by the County's exercise of its regulatory powers.

**Section 2.** PURPOSE. The purpose of this ordinance is to implement within the unincorporated areas of the County the provisions of DIVCA and the rules and regulations promulgated thereunder that are applicable to the County under DIVCA. This ordinance is applicable to all video service providers who are eligible for, and have been awarded, a state video franchise under the California Public Utilities Code section 5800, et seq. (the Digital Infrastructure and Video Competition Act of 2006), to provide cable or video services in any unincorporated area of the County.

**Section 3.** AUTHORITY. This ordinance is adopted pursuant to the California Public Utilities Code section 5800, et seq. (the Digital Infrastructure and Video Competition Act of 2006), which authorizes counties to adopt ordinances regulating holders of state franchises.

**Section 4.** RIGHTS RESERVED. The rights reserved to the County under this ordinance are in addition to all other rights of the County whether reserved by this ordinance, or authorized by other applicable law, including any other County ordinance, and no action, proceeding, or exercise of a right shall affect any other rights which may be held by the County.

**Section 5.** COMPLIANCE WITH ORDINANCE. Nothing contained in this ordinance exempts a state franchise holder from compliance with all ordinances, rules, or regulations of the County now in effect or which may be hereafter adopted which are not inconsistent with this ordinance or California Public Utilities Code section 5800, et seq., or obligations under any franchise previously issued by the County, insofar as those may be enforced under California Public Utilities Code section 5800, et seq.

**Section 6.** DEFINITIONS. As used in this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. Unless otherwise expressly stated, words not defined in this ordinance, including but not limited to "gross revenue", "cable service", "video service provider" and "video service" shall be given the meaning as set forth in the Digital Infrastructure and Video Competition Act of 2006, California Public Utilities Code section 5800 and following, as amended from time to time.

a. **Applicant.** Any person submitting any application required under the California Public Utilities Code section 5800 and following.

b. **Applicable law.** All lawfully enacted and applicable federal, state and County laws, ordinances, codes, rules, regulations, and orders as the same may be amended or adopted from time to time.

c. **Board of Supervisors.** The Board of Supervisors for the County of Riverside.

d. **Clerk of the Board.** The Clerk of the Board for the County of Riverside's Board of Supervisors, and/or his or her duly appointed designees.

e. **Construction.** The named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, excavation and tree trimming.

f. **Director of Transportation.** The Director of Transportation of the County of Riverside, California, and/or his or her duly appointed designees.

g. **DIVCA.** The Digital Infrastructure and Video Competition Act of 2006, California Public Utilities Code section 5800, et seq., as may be amended from time to time.

h. **PEG.** Public, educational, or governmental access.

i. **RCIT.** Riverside County Information Technology Department.

j. **State franchise.** A franchise issued by the California Public Utilities Commission to provide cable service or video service, as those terms are defined in DIVCA, within the unincorporated areas of the County.

k. **State franchise holder.** A person who holds a state franchise.

**Section 7.** STATE FRANCHISE FEES. Any state franchise holder operating within the unincorporated areas of the County shall pay to the County a state franchise fee equal to five percent (5%) of that state franchise holder's gross revenues that may be subject to a franchise fee under California Public Utilities Code section 5860.

**Section 8.** PEG FEES. Every state franchise holder operating within the unincorporated areas of the County shall pay a PEG fee in the amount of one percent (1%)

of that state franchise holder's gross revenues.

**Section 9. PAYMENT OF FEES.** The state franchise fee required pursuant to Section 7, and the PEG fee required pursuant to Section 8, shall each be paid to the County quarterly, in a manner consistent with California Public Utilities Code section 5860. The state franchise holder shall deliver to the County, by check or other means specified by the County, a payment for the state franchise fee and a separate payment for the PEG fee not later than forty-five (45) days after the end of each calendar quarter. Each payment made shall be accompanied by a summary explaining the basis for the fees, containing such information as RCIT may require consistent with DIVCA.

**Section 10. AUDITS.** The County may audit the business records of the holder of a state franchise in a manner consistent with California Public Utilities Code section 5860(i).

**Section 11. LATE PAYMENTS.** In the event a state franchise holder fails to make payments required by this ordinance on or before the due dates specified in Section 9 of this ordinance, the County shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%), or the maximum rate specified by law.

**Section 12. CUSTOMER SERVICE AND CONSUMER PROTECTION STANDARDS.** Each state franchise holder shall comply with all applicable customer service and consumer protection standards to the extent consistent with California Public Utilities Code section 5900, including, but not limited to, all existing and subsequently enacted customer service and consumer protection standards established by state and federal law and regulation pertaining to the provision of video service.

**Section 13. PENALTIES FOR VIOLATIONS OF CUSTOMER SERVICE AND CONSUMER PROTECTION STANDARDS.**

a. The County shall enforce the provisions of Section 13.  
b. The County shall give the state franchise holder written notice of any alleged material breach of the customer service consumer protection standards and allow the state franchise holder at least 30 days from receipt of the notice to remedy the specified material breach.

c. For material breaches, as defined in California Public Utilities Code section 5900, that are not remedied by a state franchise holder within the 30-day time period set forth in Section 13(b), the County may impose the following penalties:

1. For the first occurrence of a material breach, a fine of \$500.00 may be imposed for each day the violation remains in effect, not to exceed \$1,500.00 for each violation.

2. For a second material breach of the same nature within 12 months, a fine of \$1,000.00 may be imposed for each day the violation remains in effect, not to exceed \$3,000.00 for each violation.

3. For a third material breach of the same nature within 12 months, a fine of \$2,500.00 may be imposed for each day the violation remains in effect, not to exceed \$7,500.00 for each violation.

d. The penalties herein are in addition to any other remedies provided by law and the payment of any penalty herein shall not relieve a person of the obligation to correct the violation.

e. Any penalties imposed by the County shall be imposed in a manner consistent with California Public Utilities Code section 5900.

f. RCIT is authorized to provide any notices required under California Public Utilities Code section 5900. RCIT may coordinate with the Public Advocate's Office of the Public Utilities Commission to protect consumers in the County.

g. A state franchise holder may appeal a penalty assessed by RCIT to the Board of Supervisors within sixty (60) days of the date of the initial penalty notice by filing a written notice of appeal in duplicate with the Clerk of the Board. The notice shall state clearly the reasons why the penalty should be overturned. The Board of Supervisors shall hear all evidence and relevant testimony and may uphold, modify, or vacate the penalty. The Board of Supervisors' decision on the imposition of the penalty shall be final and subject to judicial review.

**Section 14. CONSTRUCTION IN COUNTY RIGHTS-OF-WAY.** Except as expressly provided in this ordinance, a state franchise holder performing work in any County rights-of-way shall comply with Riverside County Ordinance No. 499 and any other applicable County ordinances and administrative rules and regulations, as now existing or as hereafter amended.

**Section 15. PERMITS.**  
a. Prior to commencing any work for which a permit is required by Riverside County Ordinance No. 499 or any other applicable County ordinance or administrative rule or regulation, a state franchise holder shall apply for and obtain a permit in accordance with the provisions of said ordinance(s) or administrative rule(s) or regulation(s), including the payment of all applicable encroachment, permit, and inspection fees. A permit application is complete when the state franchise holder has complied with all applicable laws and regulations, including but not limited to Riverside County Ordinance No. 499 or any other applicable County ordinance or administrative rule or regulation, and all applicable requirements of Division 13 of the California Public Resources Code, section 21000, and following, (the California Environmental Quality Act) and preparation of plans and specifications as required by the Director of Transportation.

b. The Director of Transportation shall, in the exercise of reasonable discretion as permitted by state law, either approve or deny a state franchise holder's application for any permit required under County ordinance or administrative rule or regulation within sixty (60) days of receiving a complete permit application from the state franchise holder.

c. In the event the Director of Transportation denies a complete permit application from a state franchise holder that is required under Section 15(a) of this ordinance, the following shall apply:

1. If the Director of Transportation denies a state franchise holder's application for a permit, the Director of Transportation shall, at the time of notifying the applicant of denial, furnish to the applicant a detailed explanation of the reason or reasons for the denial.

2. A state franchise holder that has been denied a permit by final decision of the Director of Transportation may appeal to the Board of Supervisors by filing a written notice of appeal in duplicate with the Clerk of the Board within 10 working days of the mailing or posting of the final decision. The notice shall state clearly the reasons why the denial decision should be overturned. The Board of Supervisors shall only hear the appeal if the notice is filed and all required fees are paid within the 10-day appeal period. Once a notice of appeal has been filed, it may be withdrawn by the state franchise holder prior to the distribution of public hearing notices, but not thereafter.

3. The Clerk of the Board shall set the hearing of the appeal and shall give notice of such hearing to the applicant, County Executive Officer, and Board of Supervisors, and by posting in the manner required for appeals. In addition, the Board of Supervisors may give notice of the hearing in such other manner as it wishes. The Board may continue from time to time any hearing held by it.

4. The Director of Transportation shall transmit the entire record concerning the permit application to the Board of Supervisors.

5. In rendering its decision on the appeal, the Board of Supervisors shall not hear or consider any argument or evidence of any kind other than the record of the matter received from the Director of Transportation, unless the Board of Supervisors

is conducting a public hearing on the matter.

d. The issuance of a permit by the County is not a franchise, and does not grant any vested rights in any location in the County rights-of-way, or in any particular manner of placement within the County rights-of-way. A permit to place cabinets and similar appurtenances aboveground may be revoked and the permittee required to place facilities underground, upon reasonable notice to the permittee and in accordance with applicable law.

Section 16. PARTICIPATION WITH OTHER UTILITIES. Each state franchise holder shall cooperate in the planning, locating, and construction of its network in utility joint trenches or common duct banks with other communications providers.

Section 17. UNDERGROUND SERVICES ALERT. Each state franchise holder shall be a member of the regional notification center for subsurface installations (Underground Services Alert) and shall field mark, at its sole cost and expense, the locations of its underground network facilities upon notification in accordance with the requirements of Section 4216.1 of the California Government Code, and any other applicable law.

Section 18. EMERGENCY ALERT SYSTEMS. Each state franchise holder shall comply with the emergency alert system requirements of the Federal Communications Commission in order that emergency messages may be distributed over the state franchise holder's network.

Section 19. INTERCONNECTION FOR PEG PROGRAMMING. Each state franchise holder, and each incumbent cable operator, shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. Interconnection may be accomplished by any means authorized under Public Utilities Code section 5870(h). Each state franchise holder and incumbent cable operator shall provide interconnection of PEG channels on reasonable terms and conditions and may not withhold the interconnection. If a state franchise holder and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement, the County may require the incumbent cable operator to allow the state franchise holder to interconnect its network with the incumbent cable operator's network at a technically feasible point on the state franchise holder's network as identified by the state franchise holder. If no technically feasible point for interconnection is available, each state franchise holder will make an interconnection available to each channel originator providing PEG programming to an incumbent cable operator, and will provide the facilities necessary for the interconnection. The cost of any interconnection will be borne by the state franchise holder requesting the interconnection unless otherwise agreed to by the state franchise holder and the incumbent cable operator.

Section 20. ADMINISTRATIVE RESPONSIBILITY. RCIT shall be responsible for the administration of this ordinance.

Section 21. NOTICES. Each state franchise holder or applicant for a state franchise shall file with the County a copy of all applications or notices that the state franchise holder or applicant is required to provide to the County under DIVCA. Unless otherwise specified in this ordinance, all notices or other documentation that a state franchise holder is required to provide to the County under this ordinance or the California Public Utilities Code shall be provided to both the County Executive Officer and the County staff person in charge of cable and telecommunications, or their successor or designees.

Section 22. SEVERABILITY. If any provision, clause, sentence, or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 23. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its adoption.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org).

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to the hearing.

Dated: April 23, 2020

Kecia R. Harper, Clerk of the Board

By: Karen Barton, Deputy Clerk of the Board

4/28/20 & 5/4/20