

EXCEPTIONS TO TERMS, CONDITIONS AND/OR SOW
for
Carroll County School District
Request for Proposal
(Priority One – Wide Area Network)

These Exceptions to the Terms, Conditions and/or Statement of Work (the “Exception Chart”) is provided as part of the response by Time Warner Cable Information Services (Kentucky), LLC (the “Contractor”) to the Carroll County School District’s (the “District”) Request for Proposals “Priority One – Wide Area Network” (the “RFP”) and resulting contract (collectively with the RFP, the “Contract”). To the extent that any provision in the Contract conflicts with the provisions set forth in this Exception Chart, are more broad than the provisions set forth in this Exception Chart, or would impose additional obligation or liability beyond the provisions set forth in this Exception Chart, the provisions set forth in this Exception Chart shall control and replace such conflicting provisions. Further, to the extent that the Contract does not include the provisions set forth in this Exception Chart, they shall be part of the Contract and control the parties’ respective rights and obligations.

Item	RFP Page(s)	Reference	EXCEPTION
1	Pages 1-12	Entire RFP, to the extent that the RFP represents contract terms and conditions; no exception taken to the RFP’s proposal preparation instructions and requirements	Contractor proposes that its standard Service Agreement, in the form attached as Exhibit A (the “Service Agreement”), be used as a basis for the Contract. If the Service Agreement is not used as the governing document, then the remaining exceptions noted in this chart are applicable.
2	Page 3	Term and Termination	<p>The Contract shall be for the fixed term set forth in the Contract.</p> <p>For Convenience The District can terminate the Contract for convenience at any time, provided that District shall promptly pay Contractor the full amount of the remaining charges that the District would have been charged under the Contract had it not been terminated early.</p> <p>For Cause Either Party may terminate the Contract, without penalty, (a) upon thirty (30) days written notice of the other Party’s material breach, provided that such material breach is not cured within such thirty (30) day period, or (b) immediately, in the event that 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 debtors, or initiates any proceeding seeking general protection from its creditors.</p>
3	Pages 1-12	E-Rate Funding Requirements and Procedures (Replacement for RFP Terms)	With respect to any services for which the District will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (“USAC”) (the “Discounts”), the District acknowledges that Contractor will not begin installation of any equipment or otherwise incur costs to provide such services unless and until the District notifies Contractor that either (i) the District has received confirmation of applicable Discounts, or (ii) the District elects to pay the applicable amounts set forth in the Contract payment schedule in full.

Item	RFP Page(s)	Reference	EXCEPTION
			<p>If the District and any services purchased under the Contract are eligible for Discounts, then as a courtesy to the District, Contractor will submit invoices to the District which are net of Discounts and bill the balance to the government agencies administering the Discounts, as set forth in the Contract. The District shall apply for all applicable Discounts for each year of the Contract term and provide to the Contractor satisfactory evidence of the continuation of each Discount for such years. If Contractor does not receive such confirmation, then Contractor shall have the right to bill the District for the full amounts set forth in the Contract payment schedule for the applicable services. Contractor shall not defer any charges while the District awaits reimbursement, subsidy, discount or credit from any third party or government entity, and the District shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit.</p> <p>If, after the initial award of a Discount, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then the District shall promptly notify Contractor in writing that it is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by the District. The Contract shall remain in full force and effect and the District shall continue to pay Contractor an amount equal to the Contract payment schedule, less an amount equivalent to the Discount. Contractor shall continue to provide the applicable services, but may, in its sole discretion, reduce or modify such services and/or bandwidth provided to the District, to account for the decreased amount being paid for the services. The District shall use its best efforts to reinstate all applicable Discounts or find another source of funds to ensure that Contractor receives the total charges anticipated in the Contract payment schedule.</p>
4	N/A	Additional provision to be included in final Contract	<p>IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, OR TO AN END USER OR ANY THIRD PARTY, FOR ANY INCIDENTAL, LIQUIDATED, PER DIEM, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE CONTRACT, REGARDLESS OF WHETHER SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>CONTRACTOR'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE CONTRACT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY DISTRICT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM ARISES.</p> <p>THE DISTRICT ASSUMES RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT</p>

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			<p>ITS OWN RISK. CONTRACTOR EXERCISES NO CONTROL OVER THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND CONTRACTOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS OTHERWISE AGREED IN WRITING BETWEEN CONTRACTOR AND DISTRICT, THE SERVICE AND CONTRACTOR EQUIPMENT WILL BE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.</p>
5	N/A	Additional provision to be included in final Contract	<p>Contractor shall have the right to assign all or part of this Agreement without approval by the District, including without limitation, to any Contractor affiliated party. Regardless of any such assignment, any of the rights and obligations of Contractor herein may, at Contractor' sole discretion, accrue to, or be fulfilled by, Contractor, any Contractor region and/or designated subcontractors.</p>

EXHIBIT A

Time Warner Cable Business Class Terms and Conditions

1.0 AGREEMENT.

These Time Warner Cable Business Class Terms and Conditions (“**Terms and Conditions**”), and any Time Warner Cable Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, (“**Service Agreement**”) and constitute the “**Master Agreement**” by and between Customer and TWC (collectively, the “**Parties**” or each individually a “**Party**”) for the services specified on Service Orders (“**Services**”). The attachments to these Terms and Conditions (“**Attachments**”) further describe TWC’s services and are hereby incorporated into, and made a part of, these Terms and Conditions by this reference. The Attachments set forth additional terms and conditions for the applicable Service. “**TWC**” means the Time Warner Cable Inc. - affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS.

2.1 Subject to the terms and conditions of the Master Agreement, TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at TWC’s discretion, utilize one or more of its affiliates or third parties to deliver the Services (“**Third Party Services**”). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC’s reasonable control.

2.2 Customer shall request Services by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC’s acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a “**Service Order**” hereunder and shall be deemed incorporated into, and made a part of, the Master Agreement by this reference. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC’s acceptance of such proposed service and/or work order in writing; or (b) TWC’s commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION.

3.1 Customer shall obtain and maintain, or ensure that each Customer employee or branch office which uses the Service (each, an “**End User**”), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer’s and any Customer End User’s facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer’s or an End User’s facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services. In addition, Customer shall provide TWC with floor space, rack space,

other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power or access as described in these Terms and Conditions, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer.

3.2 Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (a) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (b) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Customer shall perform interconnection of the Services and TWC Equipment with Customer's or an End User's equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

3.3 With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "**Discounts**"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.

4.0 SUPPORT & MAINTENANCE.

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items (collectively, "**TWC Equipment**"), on TWC's side of the demarcation points used by TWC to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer shall provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS.

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. Customer is responsible for ensuring that any Customer equipment used in connection with the Services is protected from fraudulent or unauthorized access. Customer is responsible for all access to and use of the Service (whether or not such use is fraudulent or authorized) and for the payment of all charges incurred on Customer's Service account, including any charges resulting from fraudulent or unauthorized access to any Customer equipment until such time as Customer informs TWC of such fraudulent or unauthorized access. In addition, as between the Parties, Customer is responsible for: (a) all content that is viewed, stored or transmitted via the Service; and (b) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM.

The Master Agreement shall commence on the earlier to occur of (a) the date of the last signature on the Service Agreement (the "**Effective Date**") or (b) TWC's commencement of delivery of the Service(s) set forth in a Service Order, and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "**Term**"). The term for the applicable Service shall be set forth in the Service Order ("**Initial Order Term**") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("**Renewal Order Term**", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT.

For each Service, Customer shall pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "**Service Charges**") as set forth on the Service Order in accordance with the following payment terms: Service Charges shall be billed to Customer on a monthly basis commencing upon Service installation, and are payable within thirty (30) days after the date appearing on the invoice. Customer must bring any billing error to TWC's attention within thirty (30) days after the date appearing on the applicable invoice or Customer waives its right to a refund or credit associated with such billing error. If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable

Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer. TWC shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the Initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES.

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any state or local fees, charges or taxes arising as a result of the Master Agreement that are imposed on TWC or TWC's Services, or measured on TWC's receipts, and any other costs or expenses that TWC 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. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC'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 TWC's net income. Customer shall provide TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer shall reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

9.1 All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, 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 TWC to provide the Service (collectively “**TWC Materials**”) shall remain the sole and exclusive property of TWC or its suppliers. Nothing herein is intended to convey any right or ownership interest to Customer or any other person or entity in or to such TWC Materials. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for under the Master Agreement. Customer may use the TWC Materials solely for Customer's use of the Service during any applicable Order Term and the same may not be transferred by Customer to any other person, corporation or entity. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer in the Master Agreement are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Customer shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the Master Agreement, the TWC Materials and any other information and materials provided by TWC in connection with the Master Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the Master Agreement.

9.3 If software is provided to Customer under the Master Agreement, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of these Terms and Conditions. TWC shall notify Customer of any material adverse change to these Terms and Conditions or Service descriptions by posting such modified Terms and Conditions or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or these Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 TERMINATION.

11.1 Either Party may terminate a Service Order: (a) upon thirty (30) days written notice to the other Party of the other Party's material breach of the Master Agreement or the applicable Service Order, provided that such material breach is not cured within such thirty (30) day period; (b) immediately, in the event that 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 debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a “**Bankruptcy Event**”); or (c) immediately, in the event that, after entering into such Service Order, TWC conducts a site survey and learns that the construction costs shall require a material increase in the Service Charges. In the event that Customer fails to comply with any applicable laws or regulations or the terms of the Master Agreement, upon thirty (30) days written notice TWC may suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer’s or its End User’s use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. In the event of a suspension of Service, TWC may require the payment of reconnect or other charges before restarting the suspended Service.

11.2 Upon the termination or expiration of the Master Agreement (including all Service Orders): (a) TWC’s obligations under the Master Agreement shall cease; (b) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees, if any; (c) Customer shall promptly cease all use of any software provided by TWC under the Master Agreement, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC’s discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall reimburse TWC for the reasonable and documented costs of the repair or replacement, at TWC’s discretion, of any TWC Equipment not returned in accordance with this Section 11.

11.3 In addition, notwithstanding anything to the contrary in the Master Agreement, in the event this Master Agreement or any Service Order hereunder terminates for any reason other than TWC’s material breach or a Bankruptcy Event impacting TWC (as permitted in Sections 11.1(a) or (b)) or as permitted in Section 11.1(c) above, Customer shall, at TWC’s discretion: (a) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term; or (b) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer’s obligations and any unpaid portion of the installation fee set forth in the applicable Service Order(s).

11.4 Notwithstanding the foregoing, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

11.5 The provisions of sections 7 - 9, 11 - 15, 17.1, 18, 19, 21 – 23, 25 and 26 and the Attachments shall survive the termination or expiration of the Master Agreement.

12.0 INDEMNIFICATION.

Customer shall defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

13.0 DISCLAIMER OF WARRANTY.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE, AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," 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 TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC SHALL 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 SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE MASTER AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY.

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER UNDER THE MASTER AGREEMENT. TWC 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 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.

15.0 DISCLOSURE OF CUSTOMER INFORMATION.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "**Telecommunications Act**"), the Federal Cable Communications Act (the "**Cable Act**"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Policy, and, if applicable, in TWC's tariff, which are incorporated into, and made a part of, the Master Agreement by this reference. The Subscriber Privacy Policy is available at www.twcbc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("**ARIN**") or any similar agency, or in accordance with TWC's Subscriber Privacy Policy or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE.

Notwithstanding anything to the contrary in the Master Agreement, a Party shall have no liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "**Force Majeure Event**"). Notwithstanding anything to the contrary in the Master Agreement, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.

17.1 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 TWC'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 TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer under the Master Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.2 The Master Agreement, including the Attachments and the Service Order(s), are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are 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 Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided under the Master Agreement, then such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT

The Master Agreement, including without limitation all Attachments, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent

that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS

As between the Parties, TWC shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated in the Master 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 Master Agreement. Unless specified otherwise in the Master Agreement, each Party shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Master Agreement.

21.0 RESERVED

22.0 GOVERNING LAW; JURISDICTION; CLAIMS

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of Kentucky (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 Master Agreement shall be brought only in the Carroll Circuit Court. Each party submits to the exclusive jurisdiction of this court and agrees not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Any claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

23.0 SEVERABILITY; WAIVER

In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the Master Agreement and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default under the Master Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on TWC, any waiver must be in writing.

24.0 ASSIGNMENT

Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC in the Master Agreement may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors.

25.0 PUBLICITY

Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent.

26.0 NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES

There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors.

27.0 TWCBC.COM

Customer agrees that all of its use of the TWCBC.COM website shall comply with the Term of Use available at <http://www.twcbc.com/Corporate/Privacy.html>, as the same may be updated by TWC from time to time.

28.0 NOTICES

Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Inc., 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254.

29.0 COUNTERPARTS

The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A
Business Class Cable TV Service
(“Cable TV Service”)

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide basic and standard cable services. Music Choice® shall be considered a part of the Cable TV Service. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

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

- In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC shall provide such TWC Equipment and Customer shall pay for such TWC Equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer’s property receiving the Cable TV Service is located.
- Customer shall take all necessary precautions to ensure that the Cable TV Service is received only by authorized parties, and that no part of the Cable 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. Without limiting the generality of the foregoing, Customer understands and agrees that the Cable TV Service is provided solely for use by Customer at the Customer’s premises. Customer may not resell the Cable TV Service, or any portion thereof, redistribute the Cable TV Service, or any portion thereof, whether or not Customer receives compensation for such redistribution, or otherwise connect or provide access to the Cable TV Service, or any portion thereof, to any other person or entity.
- Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
- Customer shall permit TWC to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service.
- In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges 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 Service Charges for such additional usage.
- Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of TWC.
- Customer acknowledges that certain uses by Customer of music contained in programming on TWC video services may constitute “public performances” of such music and may subject Customer to additional licensing requests from ASCAP, BMI and/or SESAC (“**PROs**”). TWC is not responsible for any fees due to PROs on account of public performances by Customer of music contained in TWC video

service. Music Choice® service is licensed to Customer for commercial use, but may not be used in any dance hall, discotheque, skating rink, arena or other similar establishment or any establishment where an entry fee is charged.

- The monthly service charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in the Master Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B
Business Class Phone Service and Business Class PRI Service
(collectively, "Voice Services")

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

Customer shall also have the option of selecting to receive Business Class Phone Service as part of a TWC "Teleworker" bundle to provide telephone service to up to two (2) phone lines per End User of Customer, at the End User residential location of the End Users set forth on a Service Order. If Customer selects to receive Business Class Phone Service as part of a TWC "Teleworker" bundle, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the Business Class Phone Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("PRI") connection to Customer's private branch exchange ("PBX") or other equipment facilities and services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

As a Business Class PRI Service customer**, Customer will receive:

Alternate Routing: automatically reroutes all incoming calls to a pre-determined phone number in the event of a PRI service outage, PBX outage, or power outage affecting inbound call processing.

In addition, as a Business Class PRI Service customer**, Customer may select to receive the following Business Class PRI Service option:

Trunk Overflow: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

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

Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the Integrated Access Device ("IAD") used to provide the Business Class PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances. Customer shall specifically advise every end user of the Voice Service that the Business Class voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, the Voice Service and E911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be

supplied by TWC) and instruct all end users of the Voice Services to place them on our near the equipment used in conjunction with the Voice Service.

The location and address associated with the Voice Service will be the address identified on the Service Order (the "Master Address"). Customer is not permitted to move TWC Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

In some geographic areas, the Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent LEC, a competitive LEC, or Time Warner Cable a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, Customer further agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to 911 calls made by end users of the Voice Service from locations other than the Master Address. Customer will be notified by TWC as to whether the Voice Services to which Customer subscribes include the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address.

Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.

Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services").

Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting

such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy-two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Time Warner Cable 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.

TWC may use and disclose Calling Details and CPNI when required by applicable law. TWC may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, 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 TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using Calling Details or CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC'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. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentation of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of

record. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("Calling Detail Preauthorization Plan"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail (including CPNI) that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at www.twcbc.com.

If a Business Class PRI Service customer elects to receive the Trunk Overflow or Alternative Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the TWC customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. If the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

*** For those customers that purchased the Business Class PRI Service prior to April 1, 2013, Trunk Overflow and Alternative Routing may be available on an individual case basis, as determined by TWC. Please contact your TWC sales representative for further information.*

Attachment C
Branch Office Connectivity Service,
Broadband High Speed Data, Wideband Internet and Dedicated Internet Access
(collectively, "Data Services")

Branch Office Connectivity Service ("BOC Service"): If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the BOC Service, provided that use does not exceed the standard bandwidth provided by TWC.

Broadband High Speed Data and Wideband Internet ("HSD Service"): If Customer selects to receive the HSD Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the HSD Service, provided that use does not exceed the standard bandwidth provided by TWC.

Customer shall also have the option of selecting to receive the HSD Service as part of a TWC "Teleworker" bundle to provide internet connectivity at the residential location of the limited number of End Users of Customer set forth on a Service Order. If Customer selects to receive the HSD Service as part of a TWC "Teleworker" package, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the HSD Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC 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 the TWC facility identified on a Service Order.

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

- TWC's provision of any Data Service is subject to availability.
- TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not upload, post, transmit or otherwise make available on or via the Data 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, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

- TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Data Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges 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 Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement or any bandwidth utilization limitations.
- Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D
Business Class Data Transport Services: Ethernet Solutions
("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

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

- TWC's provision of Ethernet Services is subject to availability.
- TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of the Ethernet Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges 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 Service Charges for such additional usage.
- Each tier or level of Ethernet Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.
- Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "**10% Rule**" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer shall be liable for any resulting fees, fines, penalties and costs incurred by TWC. In

addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC 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 TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment E**

**Access to Business Class Cloud Services – Hosted Exchange and SharePoint
 (“Cloud Services”)**

Cloud Services: The Cloud Services include messaging (Hosted Exchange) and collaboration (SharePoint 2010) services offered via the Microsoft suite. Customer can elect to receive the Hosted Exchange service only or both the Hosted Exchange and SharePoint 2010 services. Customer cannot receive the SharePoint 2010 service only. Customer’s access to and use of the Cloud Services shall be managed through the TWC Cloud Services portal (the “Cloud Services Portal”).

1. **Prerequisite.** In order to receive the Cloud Services, Customer must (a) be an existing customer of a Data Service (as defined in Attachment C) or (b) purchase the Cloud Services in conjunction with Customer’s purchase of a Data Service. If a Customer’s Data Services are cancelled or terminated for any reason, Customer’s Cloud Services shall terminate immediately without notice from or liability to TWC.
2. **Term.** The Cloud Services are available for purchase on a fixed term basis of 1 year or greater and on a month-to-month basis. Customer’s selected Order Term will be designated on the applicable Service Order.
3. **SharePoint 2010 Generally.** SharePoint 2010 is a platform that allows customers to share information and collaborate efficiently through team workspaces, document storage and content management. SharePoint 2010 enables users to locate information quickly and efficiently and work with others more productively.
4. **Hosted Exchange Generally.** Subject to the minimum commitment in Section 6 below, the Hosted Exchange service can include one or more of the following types of mailboxes, as well as BlackBerry Access, only as designated on a Service Order or as added by Customer through the Cloud Services Portal: Premium Mailboxes, Standard Mailboxes, Basic Mailboxes and/or Resource Mailboxes.

Feature/Functionality	Premium Mailboxes	Standard Mailboxes	Basic Mailboxes	Resource Mailboxes*
Mailbox Storage	25GB	25GB	2GB	2GB
Calendar Free/Busy Service	Included	Included	Only via OWA	Included
Global Address Book Access	Included	Included	Only via OWA	Listed as a resource
Outlook Web Access (OWA), POP/IMAP	Included	Included	Included	Included
Disclaimer Text	Included	Included	Not Included	Not Included
Shared Calendar and Contacts	Included	Included	Not Included	Not Included
Outlook Desktop Client	Included	Not Included	Not Included	Not Included
Mobility via ActiveSync	Included	Included	Not Included	Not Included
Mobility for BlackBerry	Optional	Optional	Not Included	Not Included

*A Resource Mailbox is a mailbox that represents conference rooms and company equipment. Resource mailboxes can be included as resources in meeting requests, providing a way to manage the scheduling of resources for an organization.

5. **Additional Services.** The Hosted Exchange service includes Advanced Anti-Virus/Anti-Spam. For an additional charge, Customers also can elect to receive Archiving and/or Encryption services as part of their Hosted Exchange service. Archiving and/or Encryption fees will not begin to accrue per each mailbox until the applicable mailbox becomes active.
6. **Minimum Commitments and Volume Discounts for Hosted Exchange.** Notwithstanding anything to the contrary, Customer is subject to the following minimum commitments with respect to the Hosted Exchange services:
 - a. Customer agrees to purchase a minimum of 3 Premium Mailboxes, or 3 Standard Mailboxes or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a month-to-month basis, during the Order Term, Customer is required to purchase and pay for a minimum of 3 Premium Mailboxes, 3 Standard Mailboxes, or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a fixed term of 1 year or greater, during the Order Term, Customer is required to pay for the minimum charges set forth in Customer's initial Service Order regardless of whether Customer uses any or all such mailboxes.
 - b. Volume discounts are available for Cloud Services purchased on a fixed term basis of 1 year or greater. The initial volume discount tier for Customer's Cloud Services is determined by the total number of mailboxes sold to Customer at the time of the initial Service Order for the Hosted Exchange service. Any mailboxes added by Customer via the Cloud Services Portal will be provided at the same volume discount tier as those mailboxes set forth in the initial Service Order. Volume discounts are not available for Cloud Services purchased on a month-to-month basis.
 - c. The minimum commitments in this Attachment E shall apply throughout the Order Term for the Hosted Exchange service, regardless of whether Customer actually uses and/or decommissions such mailboxes.
7. **Customer Administrator.** At the time of placement of the initial Service Order for the Cloud Services, Customer is required to designate a "Customer Administrator" and provide TWC with an email address for the Customer Administrator. The email address provided must use a domain name that is different than the Customer domain(s) used for the Hosted Exchange service. This email address will be used by TWC for purposes of communicating with Customer, including delivery of initial welcome credentials and account information. The Customer Administrator will be provided a user name, password and URL for access to and use of the Cloud Services Portal. The Customer Administrator will have the authority to make changes to Customer's Cloud Services account including cancellation of and/or adding or deleting mailboxes to the Cloud Services to the extent permitted by the Terms and Conditions or this Attachment E. The Customer Administrator may also appoint a secondary administrator with the authority to make such changes.
8. **Information.** Customer acknowledges that it is Customer's and its End Users' responsibility to ensure that any data or information submitted to TWC during the provisioning of the Cloud Services (e.g. Customer Administrator name and email contact and payment information) is true,

accurate and up-to-date. Customer shall keep TWC informed of any changes in any such information.

9. **Service Activation.** In order for an End User to use the Cloud Services, the Customer Administrator must first activate and assign a mailbox to the applicable End User, including setting the End User profile and configuring appropriate services for each End User account. Upon service activation, End Users will have the option of migrating their existing email accounts to Customer's Cloud Services domain(s). Customer Administrator and End Users may migrate their existing email accounts by using the documentation and, if applicable, the migration tool (Migration Wizard) provided by TWC. Customer's and its End User's use of the migration tool is conditioned upon Customer's representation that Customer has the right to provide TWC and its third party providers with (a) access to the applicable email mailboxes and the content thereof, and (b) the right to capture and transfer all materials included as part of such email mailboxes.
10. **Customer Care Support.**
 - a. Service Activation Support. TWC offers phone, email and remote support to assist with Customer's service activation efforts as part of the Cloud Services. The TWC care team is available to assist Customer Administrator and End Users as follows:
 - Setting up customer accounts.
 - Configuring Cloud Services on behalf of Customer.
 - Logging on to the End User's PC and installing Outlook client on the End User's behalf.
 - Receiving Customer and End User credentials and configuring the automatic email migration tool to migrate emails from their previous email domain to the TWCBC email domain.
 - Setting up Customer Outlook profiles, permitted user lists and blocked user lists.
 - Helping Customer perform updates and changes on the Cloud Services Portal on behalf of Customer.
 - Helping with general questions on transitioning email services into Cloud Services.
 - b. Service Purchase Support. Upon the request and permission of Customer or Customer Administrator, TWC representatives may log on to the Cloud Services Portal and order additional Cloud Services on behalf of Customer.
 - c. General Support. Customers shall contact TWC to request general support for the Cloud Services and agree not to contact TWC's third party providers for such support. When providing remote assistance, with permission from Customer, Customer's Administrators or End Users, TWC representatives may install, configure and test software related to Customer's Cloud Services. Customer must use the TWC provided remote desktop management software in order to receive remote assistance with service activations and other TWC support services.
 - OBO (On-Behalf-Of) --- Customer acknowledges that in order for TWC to perform certain support and/or care functions (including the service activation support described above), authorized TWC staff members may utilize a proxy feature called On-Behalf-Of (OBO). OBO enables the TWC staff member to log into Customer's Cloud Services Portal control panel in order to perform functionality that Customer has access to, all without the need of requesting Customer to provide a username or password. Any access or transactions conducted via this OBO feature are automatically logged for

security purposes. Customer hereby consents to TWC's use of OBO to perform support and care functions in connection with Customer's Cloud Services.

11. **Access and Audit Rights.** As a Cloud Services provider, TWC is required to access, test and audit Cloud Services system information for limited purposes. Customer acknowledges and agrees that the Cloud Services (and Customer data contained therein) may be accessed by or on behalf of TWC (remotely or otherwise) for administrative tasks, to monitor Customer's use of the Cloud Services to ensure compliance with license and usage limitations, to respond to technical problems and/or queries related to the Cloud Services, and to test and ensure the proper working of the Cloud Services. In addition, Customer acknowledges and agrees that TWC may disclose Customer's location and usage information to TWC's third party Cloud Service providers, solely as required by such providers. If Customer or an End User requests TWC or its third party service providers to debug or repair an account or to access individual emails, Customer hereby grants permission for, and represents and warrants that it has all necessary consents and authority to allow TWC (and its necessary third party service providers) to perform such work, access such emails and modify the data stored therein to the extent reasonably necessary to resolve the problem. Customer understands that in some cases, this may involve TWC or its third party service providers viewing, in human-understandable form, the contents of the data and may result in damage to such contents.
12. **Additional Terms of Use.** In addition, Customer and its End Users:
 - a. shall not use the Cloud Services in violation of any applicable law or in a manner that knowingly facilitates or furthers the violation of any applicable law;
 - b. shall not use the Cloud Services to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, including unsolicited bulk messages or unsolicited commercial messages; (ii) upload, download, export, import, send, store or otherwise make available, any material (including any message or series of messages) that are infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous, including material harmful to children, obscene or indecent, that constitutes hate speech, is otherwise offensive or objectionable or that violates any third party's privacy rights; (iii) upload, download, export or import, send, store or otherwise make available, material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity, function or performance of the Cloud Services, TWC's or a third party service provider's networks or computer systems, or data contained therein; (v) gain or attempt to gain unpermitted access by any means to any TWC or third party service provider's computer system, network or database; or (vi) cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
 - c. shall use the Cloud Services solely for processing their own data, and shall not use or require any third party to use any data obtained via the Cloud Services for any unlawful purpose;
 - d. shall use commercially reasonable efforts to prevent unauthorized access to the Cloud Services and shall notify TWC promptly of any such unauthorized access;
 - e. shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Cloud Services available to any third party as a part

of a service bureau arrangement or otherwise; or (ii) use the Cloud Services other than as provided herein or in a way that is intended to harm TWC, its third party service providers and its and their affiliates, partners, vendors or customers;

f. shall not attempt to use or access the email migration services provided by TWC using any software or service other than the migration tool provided by TWC;

g. shall not attempt to use or access the Cloud Services account of another person without authorization from the account holder;

h. shall not use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Cloud Services;

i. shall not knowingly damage, disable, overburden or impair the Cloud Services or otherwise knowingly interfere with anyone's use and enjoyment of the Cloud Services;

j. shall not (i) make copies of the Cloud Services or (ii) attempt to reverse-engineer, or otherwise discover or recreate any part of the Cloud Services (including any code, technology or methodology used in connection with the Cloud Services);

k. shall not use the Cloud Services (i) to migrate any data or materials that TWC or its third party providers otherwise state as being prohibited, from the Cloud Services; or (ii) other than for their intended purposes;

l. shall not use the Cloud Services for any mission or life-critical purposes, including the migration of any data which, if lost or corrupted, could endanger the health or safety of any person or otherwise in any application or situation where the failure of the Cloud Services could lead to death, serious personal injury of a person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to, the operation of nuclear or chemical facilities, navigation or communication systems for aircraft or other modes of human mass transportation, life support systems, implantable medical equipment, motor vehicles or weapons systems environments. TWC and its third party providers disclaim any express or implied warranty of fitness for such high risk activities;

m. shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Cloud Services; and

n. shall only run one instance of Microsoft Outlook on a single device for each Premium Mailbox ordered pursuant to the Cloud Services.

13. **Taxation.** For purposes of applying state and local sales and use tax to the sales of Cloud Services provided hereunder, TWC assumes that Customer will use the Cloud Services at the location of the Customer Administrator, and as such, will apply the state and local sales attributable to such location. If Customer has or will have End Users in areas outside of the location of the Customer Administrator, it is the responsibility of Customer to inform TWC by accurately listing the locations of its End Users in Customer's global address book.

14. **Termination/Suspension/Cancellation of Cloud Services.**

a. Customer understands and agrees that Customer's access to the Cloud Services may be terminated or suspended if, at any time, continued provision of the Cloud Services would compromise the security of the Cloud Services due to misuse of the Cloud Services, hacking attempts, denial of the service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains or systems.

b. Customer understands and agrees that Customer's access to the Cloud Services may be interrupted at any time to perform emergency maintenance or repair services on the Cloud Services.

c. In the event of any failure by Customer to comply with the terms and conditions of this Attachment E, TWC or its third party service provider will have the right in its sole discretion, to immediately suspend access to the Cloud Services or terminate the Cloud Services, in TWC's sole discretion.

d. Upon termination or cancellation of the Cloud Services for any reason whatsoever, TWC and/or its third party providers may reverse any configurations made to their systems and/or any DNS/name servers under their control that were implemented in order to provide the Cloud Services. It shall be Customer's responsibility to ensure that the requisite changes are made to any DNS/name servers not under TWC's or its third party providers' control and to inform Customer's ISP of the need to reroute inbound email.

e. Upon cancellation or termination of Cloud Services (including any archiving services), Customer acknowledges and agrees that Customer and any Customer Administrator will no longer have access to the Cloud Services Portal and End Users will no longer have the ability to send and receive emails. Customer shall be responsible for downloading and extracting all Customer data prior to any cancellation or termination request by Customer. Each cancellation request shall include the account to be terminated and shall be effective upon receipt.

15. **Purchasing Additional Cloud Services.** Once Customer has executed an initial Service Order with TWC for the Cloud Services, Customer may purchase additional Cloud Services through the Cloud Services Portal.

** For those customers that purchased Cloud Services prior to September 10, 2012, those Cloud Services are governed by the terms and conditions (including the Attachment) that were in effect at the date of purchase. Upon request, TWC will provide Customer a copy of such terms and conditions.

Attachment F

Business Class Managed IP VPN Services ("VPN Services")

VPN Services: VPN Services include either the IP VPN Service or the Managed IP VPN Service as described below. In order to be eligible to receive the VPN Services, Customer also must be a current Data Service customer. Subject to the foregoing, TWC shall provide the following:

IP VPN Service: A virtual private network ("VPN") that connects Customer's site to other sites using IP Sec technology with encryption. The VPN is offered with TWC-provided routers installed at Customer's premises.

Managed IP VPN Service: A "managed" VPN that connects Customer's site to other sites using IP Sec technology with encryption. The VPN is offered with TWC-provided routers installed at Customer's premises. Managed IP VPN service is monitored 24x7.

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

• Service Considerations

(a) Customer shall take all reasonable precautions to prevent unauthorized access to the VPN Services.

(b) Neither TWC nor any of its agents or third-party providers: (i) will be liable in any way for any content that is viewed, stored or transmitted via the VPN Services, including, but not limited to, any errors or omissions in any such content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to, or delay, failure, interruption or corruption in the transmission of, such content; (ii) guarantee the accuracy of any information submitted by any user of the VPN Services, nor any identity information about any user of the VPN Services; or (iii) endorse or have any control over what Customer or other users post or submit via the VPN Services.

(c) Customer shall be solely responsible for obtaining, maintaining, and providing to TWC all end user access rights, authorizations and permissions to establish each endpoint of the VPN Service, including without limitation all keys, IP addresses and any other information required to establish the VPN Services. Customer represents and warrants that it is authorized to provide to TWC, and has lawfully and rightfully obtained, all information used or necessary to establish and maintain the VPN Services; in addition to Customer's foregoing representation and warranty, TWC shall deem an established VPN as conclusive evidence that all parties connected to such VPN have authorized and consented to the VPN connection. Customer shall be solely responsible for all acts, omissions, and activities performed under, and the security and confidentiality of, such information, keys, and IP addresses used to establish the VPN Services. Customer agrees to defend, indemnify and hold harmless TWC, 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 end user access rights, authorizations and permissions, as well as all acts, omissions, and activities performed under, and the security and confidentiality of, such information, keys, and IP addresses used to establish the VPN Services.

(d) Although TWC and its agents and third-party providers do not monitor the content transmitted via the VPN Services, TWC or its agents or third-party providers may reject, refuse to post, or remove any profile, posting or other data, or to restrict, suspend, or terminate Customer's or any user's access to all or any

part of the VPN Services if a profile, posting or data includes material that is unlawful, harassing, libelous, threatening or obscene or in violation of this Attachment, the Terms and Conditions, or a third party's intellectual property rights. TWC and its agents and third-party providers also reserve the right not to take any action, but will provide prompt notice of the exercise of any of the above-referenced remedies.

(e) Customer will not use the VPN Services to send unsolicited mass mailings outside Customer's company. Customer further agrees not to use the VPN Services to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although TWC and its agents and third-party providers are not responsible for any such communications, they may delete any such communications of which they become aware, at any time without notice.

• **Support**

Customer shall contact Customer Support at the telephone number set forth on Customer's invoice if Customer becomes aware of misuse of the VPN Services by any person.

• **Equipment and Software Considerations; Disclaimer of Liability**

(a) ROUTERS AND OTHER HARDWARE AND ANY OTHER SOFTWARE OR PRODUCTS SOLD, LEASED OR OTHERWISE PROVIDED BY TWC OR ITS AGENTS OR THIRD-PARTY PROVIDERS IN CONNECTION WITH THE VPN SERVICES, ARE PROVIDED ON AN "AS IS" BASIS. TWC MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO ANY SUCH ITEMS SO PROVIDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

(b) For the avoidance of doubt, the warranty disclaimers and limitations of liability set forth in Section 13 and Section 14 of the Terms and Conditions shall apply in favor of TWC's third-party providers and partners and each of their affiliates, suppliers and resellers.

• **VPN Services for Healthcare Customers**

(a) TWC is not a Business Associate. TWC periodically receives inquiries regarding its status under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology and Clinical Health Act of 2009 ("HITECH"). TWC does not obtain any access to protected health information ("PHI") when providing the VPN Services, other than on an infrequent basis as necessary for the performance of the VPN Services, or as otherwise required by law. Therefore, TWC is not a "business associate" or otherwise subject to HIPAA or HITECH in connection with such VPN Services.

(b) CUSTOMER SHALL BE SOLELY LIABLE FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TWC AND ITS SUPPLIERS FROM AND AGAINST, ANY CLAIMS, DAMAGES, LOSSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OR RECEIPT OF MEDICAL ADVICE, MEDICAL TREATMENT, AND ANY SIMILAR SERVICES USING THE VPN SERVICES, OR ANY FAILURE IN THE PROVISION OF SUCH SERVICES OR ANY FAILURE OF THE VPN SERVICES. CUSTOMER SHALL OBTAIN THE WRITTEN AGREEMENT OF ANY END USER OF THE VPN SERVICES (E.G., ANOTHER OFFICE, CUSTOMER, PATIENT, ETC.) FULLY DISCLAIMING ON BEHALF OF TWC AND ITS SUPPLIERS ANY LIABILITY ARISING OUT OF OR RELATING TO SUCH MEDICAL ADVICE, MEDICAL TREATMENT, OR SIMILAR SERVICES, OR ANY FAILURE IN THE PROVISION OF SUCH SERVICES OR ANY FAILURE OF THE VPN SERVICES, PROTECTING THE RIGHTS OF TWC AND ITS SUPPLIERS, AND DISCLAIMING WARRANTIES AND LIMITING

LIABILITIES ON BEHALF OF TWC AND ITS SUPPLIERS TO AT LEAST AS GREAT AN EXTENT AS THIS ATTACHMENT AND THE TERMS AND CONDITIONS. CUSTOMER WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WAIVERS AND PATIENT CONSENTS.

Attachment G

HD Video for Hospitality Service

Multi-Channel Video Service: TWC shall provide the customized cable television programming (“**Multi-Channel Video Service**”) to Customer’s location(s) identified in an Order (“**Property**”), which programming shall be subject to change at TWC’s discretion; provided that TWC shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime/TMC, Cinemax, or STARZ (collectively, “**Premium Services**”).

TWC and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the “broadcast basic” level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by TWC to Customer and that the display of particular services at various locations within Customer’s premises is at customer’s discretion.

TWC owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems (“**Systems**”), 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 System is located that are owned by Customer or a third party, in which case (as between Customer and TWC) Customer shall own such items and Customer hereby grants to TWC the non-exclusive right to access and use such space during the Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the System to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of TWC.

Customer’s use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, or which is a commercial establishment or other non-residential building (such as a bar, restaurant or fraternal organization), nor shall Customer authorize or approve of any copying, taping or duplicating thereof.
3. Customer shall permit TWC reasonable access to Customer and any End User facilities, to inspect the facilities at periodic intervals to ascertain, among other things, the number of television sets receiving the

Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.

4. Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.

5. Customer, at its sole expense, shall furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing.

6. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of TWC. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of TWC. The limitations of this paragraph shall not apply to formatting of programming as agreed by TWC and Customer.

7. Customer shall provide all first level contact and support to its authorized users relating to the System and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by TWC, Customer shall contact the designated TWC technical support contact for resolution.

8. The inside wiring shall be installed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. TWC shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide TWC with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.

9. Notwithstanding anything to the contrary in the Master Agreement, the Service Charges for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.

10. In the event that Customer closes for renovation a Property which is receiving the Multi-Channel Video Service, TWC will allow Customer to put the Multi-Channel Video Service account for such Property in a suspend mode and billing will be suspended until such time as the Property is reopened for business. If any such suspension occurs during the Initial Order Term for the Multi-Channel Video Service, such Initial Order Term shall be extended for the period of time that the account was in suspend mode. Customer shall notify TWC thirty days in advance of any billing suspension and/or resumption as permitted herein. If billing is not resumed for any suspended Multi-Channel Video Service account within one year of the initial suspension thereof, the termination charge described in Section 11.3 of the Master Agreement shall apply.

Customer's use of the Set back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:

- A. All terms set forth in this Attachment F shall apply to the SBB Offering except to the extent modified below.
- B. Notwithstanding Section 1 above, the SBB Offering includes certain video-on-demand programming.
- C. Notwithstanding Section 2 above, the SBB Offering is available for use at commercial establishments and other non-residential building (such as a bar, restaurant or fraternal organization). The SBB Offering includes a channel line-up for public viewing. This channel line-up is different than the channel line-up available as part of the Multi-Channel Video Service for in-room viewing.
- D. Notwithstanding Section 4 above, TWC 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.
- E. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with TWC's and Customer's brands), then Customer shall provide TWC a copy of Customer's logo in accordance with TWC's technical specifications and hereby grants TWC a right and license to use such logo for purposes of such co-branding.