

**AMENDMENT 2
TO
SERVICE ATTACHMENT 1
BY AND BETWEEN
TIME WARNER CABLE
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This **Amendment Number 2** ("Amendment") is entered into by and between the **State of Ohio, Department of Administrative Services, Office of Information Technology** ("the State") and **Time Warner Cable Enterprises LLC, successor in interest to Time Warner Entertainment Company, L.P.** ("Vendor"), and sets forth additional and amended terms and conditions that shall apply to the **Master Service Agreement (MSA)** of September 2, 2009 ("Agreement"), by and between the State and Vendor and such Agreement including **Service Attachment #1** having an effective date of September 2, 2009, as amended by Amendment 1 to Service Attachment 1, having an effective date of May 14, 2012 ("Service Attachment 1"). The State and Vendor are referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the State and Vendor mutually desire to amend Service Attachment 1 as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. The tables set forth in Section 5.1.3 of Service Attachment 1, as amended by Amendment 1 to Service Attachment 1, are hereby deleted in their entireties and replaced with the table set forth immediately below:

E-Line Point-to-Point Ethernet Connection Service Pricing Schedule

Port Speed (Mbps)	MRC Month to Month	MRC 12 Month Term	MRC 24 Month Term	MRC 36 Month Term	MRC 48 Month Term	MRC 60 Month Term	Non- Recurring Installation Fee	Non- Recurring Construction Costs²
1.5	\$ 493	\$ 411	\$ 342	\$ 298	\$ 259	\$ 225	Waived	ICB
3	\$ 602	\$ 502	\$ 418	\$ 364	\$ 316	\$ 275	Waived	ICB
5	\$ 657	\$ 548	\$ 456	\$ 397	\$ 345	\$ 300	Waived	ICB
10	\$ 764	\$ 637	\$ 531	\$ 462	\$ 401	\$ 349	Waived	ICB
20	\$ 821	\$ 684	\$ 570	\$ 496	\$ 431	\$ 375	Waived	ICB
25	\$ 876	\$ 730	\$ 608	\$ 529	\$ 460	\$ 400	Waived	ICB
50	\$ 1,073	\$ 894	\$ 745	\$ 648	\$ 564	\$ 490	Waived	ICB

100	\$ 1,095	\$ 913	\$ 760	\$ 661	\$ 575	\$ 500	Waived	ICB
200	\$ 1,456	\$ 1,214	\$ 1,011	\$ 879	\$ 765	\$ 665	Waived	ICB
300	\$ 1,643	\$ 1,369	\$ 1,141	\$ 992	\$ 863	\$ 750	Waived	ICB
400	\$ 1,796	\$ 1,497	\$ 1,247	\$ 1,084	\$ 943	\$ 820	Waived	ICB
500	\$ 1,971	\$ 1,643	\$ 1,369	\$ 1,190	\$ 1,035	\$ 900	Waived	ICB
1000	\$ 2,628	\$ 2,190	\$ 1,825	\$ 1,587	\$ 1,380	\$ 1,200	Waived	ICB
2000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
3000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
4000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

2. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control in a manner consistent with Section 1.15 of the Agreement. Except as herein modified, all terms, provisions and conditions of the Agreement, including Service Attachment 1 shall remain in full force and effect, and shall govern the obligations of the State and Vendor.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives. Amendment is effective the date the State's duly authorized representative signs on behalf of the State, ("Amendment Effective Date").

TIME WARNER CABLE ENTERPRISES LLC



Signature

Troy Dixon

Printed Name

VP Sales

Title

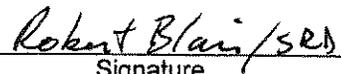
3/7/14

Date

13-36666-92

Federal Tax ID

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**



Signature

Robert Blair/srd

Printed Name

DAS Director
Assistant Director/CIO

Title

3/26/14

Amendment Effective Date