

Service Attachment 3 High Speed Data Service

This Service Attachment (the "Service Attachment"), is between **Time Warner Cable Enterprises LLC, successor in interest to Time Warner Entertainment Company, L.P. on behalf of itself and its divisions and affiliates** ("Vendor") having an office at 1015 Olentangy River Road, Columbus, Ohio 43212, and **the State of Ohio, Department of Administrative Services** ("the State"), having its principal place of business at 30 E. Broad St. 40th floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State ("Effective Date"). This Service Attachment is entered into subject to, and incorporates by reference the terms and conditions of, that certain Master Services Agreement between the Parties dated September 2, 2009 (the "MSA"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the MSA.

1 Service Overview

1.1 With Vendor's High Speed Data service ("HSD"), Vendor shall provide a HSD connection to the Internet, delivered over Vendor's coax ("HFC") network to a Subscribing Entity.

1.2 Subscribing Entities eligible to purchase HSD:

1.2.1 Agencies, boards, commissions, and Cooperative Purchasing Members may order HSD. However, agencies, boards, and commissions who maintain a direct connection to the Ohio.gov OARNet/SoO Network (the "Network") are not permitted to have an alternate Internet connection and may not order HSD. Those entities connected directly to the Network must use the Network as their sole path to the Internet.

1.2.2 Agencies, boards, and commissions with a need to connect remote offices to their central site internal network may use HSD Internet connections to support an encrypted virtual private network ("VPN") between the remote site and central site. The encrypted VPN must be implemented in a manner requiring all data to flow through the VPN creating a pseudo private line connection to the central site. Split tunneling must be disabled for all remote site users. Vendor shall allow Subscribing Entities to use (however, unless Vendor is providing such VPN, in no event shall Vendor be responsible for) a VPN and to allow the VPN to pass through the cable modem of the HSD, provided that Vendor shall have the right to disconnect (or demand the immediate disconnection of) the HSD that degrades any service provided to other subscribers on Vendor's network.

2 Description of Service

2.1 Vendor's HSD is based on Vendor's HFC network delivering high speed Internet connectivity. On Vendor's network commercial traffic is prioritized over the residential network. The HSD service is provided in accordance with Vendor's "best efforts." For the purposes of Section 2.1, "best efforts" means that Vendor will use its best efforts, subject to Section 5.5.3, to deliver the Service without Service Outages (as defined in Section 7.1 below); provided that in no event shall the Service be subject to, or include, any service level agreements or similar commitments.

3 Optional Service(s)

3.1 Static IP, as well as many other optional Services, can be provided with HSD. Most optional Services are quoted on an Individual Case Basis ("ICB"). Please contact Vendor's State of Ohio account executive for pricing. (Select "Vendor Contacts" on the State's web site for Vendor's contact information.)

3.2 Static IP. Additional static IP addresses can be purchased separately with pricing as set forth in this Service Attachment.

4 Fees

4.1 Fee Structure; Pricing Schedule. The Subscribing Entity shall pay Vendor the applicable amounts for the Services as recited in the pricing schedules and in accordance with the fee structure, both attached hereto as Addendum 1 to this Service Attachment ("Addendum 1"). The Parties agree that Vendor has the right to propose an amendment or replacement of Addendum 1, from time to time, by submitting a proposed Addendum update to the State, which the State shall review and approve or reject within thirty (30) days. The proposed Addendum shall become effective upon the date of the State's approval. Any modifications to Addendum 1 shall apply to future Orders only and shall not apply to Orders that were placed by a Subscribing Entity prior to the effective date of the revised Addendum.

4.2 Up-Front Payments and Discount Options.

4.2.1 In the event that a Subscribing Entity desires to provide a one-time up-front payment or pay a significant portion of outstanding Order amounts in advance of the applicable due date, the

Parties shall discuss and mutually agree upon revised payment options, which may include recalculating the monthly recurring charges ("MRCs") in consideration of such payments.

- 4.2.2 In the event that a Subscribing Entity desires to provide a one-time up-front payment or pay a significant portion of outstanding Order amounts in advance of the applicable due date, the Vendor may, in its sole discretion, elect to provide the Subscribing Entity with a discount on the MRC.

5 Terms and Conditions

- 5.1 Expedite Fees. These are the costs associated with expediting the installation of a Service, which may include a per connection charge. Vendor reserves the right to determine if it can accommodate an expedite installation request. Any fees for an expedited installation shall be quoted on an ICB and included in the Order. The Subscribing Entity shall not be obligated to pay any fees for an expedited installation if the expedited installation request is not on an Order or if the negotiated expedited installation date is not met by Vendor, except in the event that the delay is due to the fault of, or lack of cooperation from, the Subscribing Entity.
- 5.2 Adding Service(s). Subject to the provisions of the MSA, the Subscribing Entity may add additional Services through the State's Ordering System ("Ordering System").
- 5.3 Service Type Change. Subscribing Entity agrees that Vendor may require an Order change fee for changes requested by the Subscribing Entity, which are deemed solely by Vendor to be outside of Vendor's routine provision of Services, including, but not limited to switching Service types or those changes that require substantial reconfiguration of multiple circuits and/or Services or which require Vendor to use resources and personnel in excess of what is needed to implement routine changes, and in such cases Vendor will provide a quote to the Subscribing Entity for the Order change fee together with reasonable details concerning the added resources required to implement the requested changes. The Subscribing Entity will confirm acceptance of any such Order change fee by issuing an Order through the State's Ordering System. Vendor shall not be obligated to carry out the requested change in the absence of agreement on such change fee.

5.4 Delay Installation Request. The Subscribing Entity(s) may request to delay installation for up to thirty (30) days following the original installation date at no charge if Vendor is notified of the request through the State's Ordering System at least ten (10) days prior to the original installation date.

5.5 Additional Terms and Conditions

5.5.1 Subscribing Entities shall not upload, post, transmit or otherwise make available on or via the 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. Vendor may remove content that in its judgment violates these standards.

5.5.2 Vendor 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 Subscriber Entity's bandwidth utilization and to limit excessive use of bandwidth (as determined by Vendor) as Vendor deems appropriate to efficiently manage its network.

5.5.3 Each tier or level of HSD Service has limits on the maximum throughput rate at which Subscribing Entity 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 Subscribing Entity at any time shall vary based on numerous factors, including without limitation, the condition of Subscribing Entity's inside wiring, computer configurations, Internet and Vendor network congestion, time of day and the accessed website servers, among other factors.

6 Order Term; Termination

6.1 Any Order(s) under this Service Attachment shall continue on a month to month basis until termination of such Order(s) pursuant to the MSA; provided that, in addition to the termination rights set forth in the MSA, and notwithstanding anything to the contrary set forth in the MSA, either party may elect to terminate an Order under this Service Attachment, without incurring any additional liability, by providing to the other party a notice of termination for any reason or no reason, which will be effective thirty (30) days following such other party's receipt of such written notice of termination. For the avoidance of doubt, Vendor's receipt of a disconnect order via the then-current State of Ohio ordering system will constitute notice of termination by a Subscribing Entity pursuant to this Section 6.1. THE PROVISIONS OF THIS SECTION 6.1 AND SECTION 7.2 STATE SUBSCRIBING ENTITY'S ENTIRE REMEDY FOR SERVICE OUTAGES OR SERVICE DEFICIENCIES OF ANY KIND WHATSOEVER.

7 Service Outages

7.1 For purposes of this Service Attachment, a "Service Outage" will mean an unavailability of the Service; provided that a Service Outage will not be deemed to have occurred in the event that it arises from or relates to any of the following:

- (i) a connection has not been accepted by Subscribing Entity;
- (ii) the negligence, error, acts or omissions of Subscribing Entity or others authorized by Subscribing Entity to use the Service;
- (iii) failure of Subscribing Entity provided equipment;
- (iv) during any period in which Vendor or its agents are not afforded access to the premises under Subscribing Entity's control where the access lines associated with the Service are terminated;
- (v) during any period when Subscribing Entity has released Service to Vendor for maintenance or rearrangement purposes (including, without limitation, during any Routine Network Maintenance);
- (vi) any period when Subscribing Entity elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
- (vii) an event where Vendor's failure to perform is excused by Section 3.1 of the MSA; or
- (viii) a breach by Subscribing Entity of its obligations under the MSA or this Service Attachment.

7.2 Service Outage Start/End Time. A Service Outage will begin when Subscribing Entity opens a Trouble Ticket for the affected Service and Vendor validates that the Service is affected by a Service Outage, or when Vendor becomes aware of network Service Outages as a result of

multiple Subscribing Entities being affected. Vendor will not unreasonably withhold or delay such validation. A Service Outage is concluded and the related Trouble Ticket is closed (i) when Vendor contacts Subscribing Entity, and Subscribing Entity acknowledges receipt and validation that the Service Outage has been cured; or (ii) when Vendor uses commercially reasonable efforts to attempt to notify Subscribing Entity that Service has been restored but is unable to contact the Subscribing Entity.

8 Subscribing Entity Care Center

- 8.1 Vendor shall maintain a Subscribing Entity care center ("Help Desk") staffed (24)-hours per day, seven (7)-days per week, three hundred sixty-five (365)-days per year for Subscribing Entity to open Trouble Tickets, receive status on existing tickets, and escalate when appropriate. Vendor's staff shall be employees with general knowledge of the telecommunications industry, Vendor's products, and services, and basic troubleshooting techniques.
- 8.2 The Subscribing Entity Care Center can be contacted at: **866-967-7420**; provided that Vendor may, at any time and from time to time, change and/or update such Subscribing Entity Care Center telephone number upon notice to Subscribing Entity(ies). Vendor may provide such notice by voicemail, by e-mail or by regular mail.

9 Installation and Acceptance of Service

- 9.1 Subscribing Entity shall use its best efforts to obtain and maintain throughout the term of the Order such consents (including, without limitation, landlord and land owner consents) as are necessary to permit, and shall timely permit, Vendor personnel to install, deliver, operate and maintain the Service and equipment as ordered hereunder at Subscribing Entity's facilities. Subscribing Entity shall permit Vendor to access the Subscribing Entity or Subscribing Entity's end user facilities, with written prior notification to Subscribing Entity, at reasonable times as needed to install, configure, upgrade, maintain or remove the Equipment and other Service components located at the aforementioned facilities. Subscribing Entity shall make and maintain throughout the term of the Order all site preparations and accommodations necessary to permit the installation, maintenance, and operation of the Service and any equipment as required by Vendor in its quote for Service, including without limitation, all requested floor space, an equipment bay or equipment rack space at the Subscribing Entity's site, which will include site access, and cable entrance. In addition, the State shall use commercially reasonable efforts to provide and maintain additional site

preparations, accommodations and equipment to permit the installation, maintenance, and operation of the Service including, without limitation, environment (humidity control, fire suppression, temperature/climate control, security control and alarm monitoring), redundant/DC power and, if available, protected/UPS AC power, technical and maintenance support, conduit, tower/antenna space, ground isolation device and central office repeater. Provided that Subscribing Entity properly performs all necessary site preparations and accommodations and provides Vendor with all required consents, Vendor shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. Vendor shall provide Subscribing Entity's technical and billing contacts, as designated by the Subscribing Entity in the applicable Order, on behalf of such Subscribing Entity, with an email notification upon completion of the installation of the Service. Interconnection of the Service and Vendor's Customer premises equipment with Subscribing Entity's equipment will be performed by Subscribing Entity. Subscribing Entity's sole and exclusive remedy for Vendor's failure to provide acceptable Service as set forth above shall be to terminate the applicable order without liability to either party.

10 Miscellaneous

10.1 Entire Agreement. This Service Attachment, together with the MSA, is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, or undertakings, other than those set forth or referred to herein and the MSA. This Service Attachment supersedes all prior agreements and understandings between the parties with respect to such subject matter.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective as of the Effective Date.

**TIME WARNER
CABLE ENTERPRISES LLC**

By: Charter Communications Inc., its
Manager



Signature

Brad Feoathy

Printed Name

VP Enterprise

Title

4 Apr 2017

Date

454 85 4395

Federal Tax ID

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



Signature

Robert Blair/srd

Printed Name

DAS Director
Assistant Director/State CIO

Title

4/17/17

Effective Date

Addendum 1
Fee Structure

1. Vendor is providing the following pricing to deliver HSD to the Subscribing Entities. Unless otherwise set forth in a quote, quotes provided to a Subscribing Entity by Vendor prior to such Subscribing Entity's submittal of an Order placed in the State's Ordering System shall reflect all MRC(s) and Non-Recurring Costs (as further described below) and shall not be subject to additional Non-Recurring Costs. The pricing consists of the following components:

- 1.1 Bandwidth Pricing: This is the MRC for the connection to the Vendor network. This pricing is dependent upon the amount of bandwidth ordered. Bandwidth pricing includes inside construction/demarcation extensions costs, such that delivery of the Services from the outside of the building to the mutually agreed upon inside location as requested by the Subscribing Entity is provided at no additional cost.
- 1.2 Non-Recurring Installation Fee: This component consists of the necessary costs to install the connection. It is a flat fee regardless of the MRC or the amount of any other Non-Recurring Costs.
- 1.3 Non-Recurring Construction Cost: This component consists of the necessary expenses to deliver the Services to the outside Subscribing Entity location. Due to the individual requirements at each location, this component is calculated on an ICB.

Pricing Schedules

2. HSD Pricing

2.1 HSD pricing consists of an MRC, an installation fee, and possible construction fee.

Internet Service Pricing Schedule (HSD)^{1 2}

Download Speed	Upload Speed	MRC Mo-to-Mo Rate	Non-Recurring Installation Fee	Non-Recurring Construction Cost
60 mbps	5 mbps	\$49.99	\$49.99	ICB
100 mbps	10 mbps	\$99.99	\$49.99	ICB

¹ Services not available in all areas, some restrictions may apply.

² Non-Recurring Construction Costs may apply. A site survey is required to determine if any construction costs will be required to be paid by the Subscribing Entity. Any such Non-Recurring Construction Costs will be provided in Vendor's quote.

2.2 Optional Service(s)

2.2.1 Static IP Addresses

Description	MRC Monthly Rate
1 Static IP	\$4.99
5 Static IP	\$19.99
13 Static IP	\$39.99
ICB Static IP	ICB

2.2.2 Wireless Offerings:

Vendor can provide various options for Subscribing Entities looking for wireless solutions.

Description	(monthly charge)
802.11 Wireless via Cable Modem ³	\$4.99

802.11 Wireless Additional A/P	ICB
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³ Wireless is an option on Vendor's broadband modem. Our equipment uses the latest wireless networking standard (802.11n) and is backward compatible with equipment running previous protocols. WPA2, the latest wireless security protocol, uses a 256-bit key to ensure the highest encryption for transmissions with the router. Single SSID enables devices to roam throughout your location without dropping the wireless connection. Wireless site surveys are highly suggested to ensure best coverage for your wireless solution. Complete wireless coverage is not guarantee