

**AMENDMENT 3
TO
SERVICE ATTACHMENT 1
BY AND BETWEEN
TIME WARNER CABLE
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This **Amendment Number 3** (“Amendment”) is entered into by and between **the State of Ohio, Department of Administrative Services** (sometimes referred to as the State of Ohio, Department of Administrative Services, Office of Information Technology in the Agreement (defined below)) (the “State”) and **Time Warner Cable Enterprises LLC, as successor in interest to Time Warner Entertainment Company, L.P.** (“Vendor”), is effective as of the Amendment Effective Date (defined below) and sets forth additional and amended terms and conditions that shall apply to: the Master Service Agreement of September 2, 2009 (as amended) and its Service Attachment 1 dated September 2, 2009 (as amended) (“Service Attachment 1”), in each case by and between the State and Vendor (collectively, the “Agreement”). 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 to include out-of-state E-Line Point-to-Point Ethernet connection services (“Out-of-State Services”) 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 are amended to include the table set forth immediately below:

Out-of-State E-Line Point-to-Point Ethernet Connection Service Pricing Schedule

<u>Port Speed (Mbps)</u>	<u>MRC Month to Month</u>	<u>MRC 12 Month Term</u>	<u>MRC 24 Month Term</u>	<u>MRC 36 Month Term</u>	<u>MRC 48 Month Term</u>	<u>MRC 60 Month Term</u>	<u>Non- Recurring Installation Fee</u>	<u>Non- Recurring Construction Costs</u>
1.5	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
3	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
20	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
25	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
50	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
100	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

<u>Port Speed (Mbps)</u>	<u>MRC Month to Month</u>	<u>MRC 12 Month Term</u>	<u>MRC 24 Month Term</u>	<u>MRC 36 Month Term</u>	<u>MRC 48 Month Term</u>	<u>MRC 60 Month Term</u>	<u>Non-Recurring Installation Fee</u>	<u>Non-Recurring Construction Costs</u>
200	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
300	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
400	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
500	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	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. Notwithstanding the table set forth in Section 9 of Service Attachment 1, the SLO applicable to Out-of-State Services for Network Latency roundtrip –E-Line Dedicated Transport shall be “Not to exceed 125 ms in average Network Latency.”

3. Notwithstanding Section 7.5 of Service Attachment 1 and the table set forth in Section 9 of Service Attachment 1, the Throughput SLO shall not apply to Out-of-State Services.

4. As applicable to Out-of-State Services, the second sentence of Section 8.2.1 of Service Attachment 1 is deleted in its entirety and replaced with the following: “Vendor will use commercially reasonable efforts to provide advance notice to Subscribing Entity of all Routine Network Maintenance that could affect Subscribing Entity’s Service.”

5. Out-of-State Services offered under this Amendment shall be used only to support official governmental activities of the State of Ohio, acting through the applicable Subscribing Entity or Cooperative Purchasing Member (“Official Activities”). If the State, any Subscribing Entity or Cooperative Purchasing Member wishes to use Out-of-State Services for purposes other than Official Activities, then the using entity shall enter into a separate agreement with Vendor for such services. The terms of the separate agreement may be materially different from the terms under the Agreement.

6. 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. 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.

IN WITNESS WHEREOF, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State ("Amendment Effective Date").

TIME WARNER CABLE ENTERPRISES LLC
By: Charter Communications Inc., its Manager



Signature

Bradley Freathy

Printed Name

Vice President

Title

1 Dec 2016

Date

Federal Tax ID

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



Signature

Robert Blair/srd

Printed Name

DAS Director
Assistant Director/State CIO

Title

12/16/16

Amendment Effective Date