

Spectrum Enterprise

Proposal for Silver Valley Unified School District

Form 470 Number: 240004982

Presented To:

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Presented By:

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Wednesday, December 13, 2023

Robert Saffel
Director of Technology Services
Silver Valley Unified School District
35320 Daggett Yermo Road
Yermo, CA 92398
rsaffel@svusdk12.net

Dear Robert:

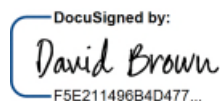
Spectrum Enterprise¹ ("Spectrum") is pleased to submit the enclosed proposal in response to your Form 470. Our response demonstrates Spectrum's ability to provide network solutions that will enable Silver Valley Unified School District to satisfy its technology needs.

Spectrum provides advanced broadband services nationally to more than 16,000 schools and libraries, representing over 2,500 school districts. Affordable broadband access is delivered to over eight million students, enabling digital teaching and learning within the classroom.

Partnering with Spectrum provides our customers the foundation for new opportunities, innovation, and exceptional experiences, along with industry leading customer services and support.

Thank you for the opportunity to respond to your Form 470. Linda Garcia is leading Spectrum's effort. Please do not hesitate to contact Linda at (714) 287-6609 or linda.garcia@charter.com.

Sincerely,

A DocuSigned signature block for David Brown. It features a blue bracket on the left side of the text "DocuSigned by:" and "David Brown". Below the signature is a small alphanumeric string "F5E211496B4D477...".
DocuSigned by:
David Brown
F5E211496B4D477...

David Brown
Director, Sales Vertical Accounts

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Silver Valley Unified School District ("Customer" or "District") or otherwise be sufficient to create a binding contract between Silver Valley Unified School District and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> or any successor URL) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the Form 470.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Silver Valley Unified School District based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission ("FCC") submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company ("USAC") requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the Form 470 and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

| GENERAL TERMS | ABBREVIATION |
|--------------------------------------|--------------|
| INFORMATION TECHNOLOGY | IT |
| SERVICE PROPOSAL TERMS | |
| MONTHLY RECURRING CHARGE | MRC |
| ONE-TIME CHARGE | OTC |
| QUANTITY | QTY |
| INTERNET PROTOCOL | IP |
| ETHERNET SERVICES TERMS | |
| CUSTOMER PREMISE EQUIPMENT | CPE |
| ETHERNET PRIVATE LINE | EPL |
| ETHERNET PRIVATE LOCAL AREA NETWORK | EP-LAN |
| ETHERNET VIRTUAL PRIVATE LINE | EVPL |
| METRO ETHERNET FORUM | MEF |
| USER-TO-NETWORK INTERFACE | UNI |
| WIDE AREA NETWORK | WAN |
| FIA TERMS | |
| FIBER INTERNET ACCESS | FIA |
| LOCAL AREA NETWORK | LAN |
| ENTERPRISE NETWORK OPERATIONS CENTER | ENOC |
| SERVICE LEVEL AGREEMENT | SLA |

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Silver Valley Unified School District with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced network solutions and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-Rate program to help fund communications services for schools and libraries. This program offers 20-90 percent off standard retail rates on qualified communications services to eligible schools and libraries. Technology and education have converged, and your communications needs are growing rapidly.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. Our experience in this area will provide E-Rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Federally funded E-Rate discounts have made today's technology more affordable.

Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts support Spectrum. We have around-the-clock, U.S. based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are proposing to Silver Valley Unified School District will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign an account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs
- ▶ **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Enterprise Network Operations Center:** 24/7 facilities that continuously monitor the network

Customers have direct access to our Government Subsidized Programs (“GSP”) department which specializes in government funded programs for eligible customers.

To support E-Rate program participation, Spectrum:

- ▶ Provides to the Customer an (“FCC”) Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the customer accompanying Receipt Acknowledgement Letter (“RAL”) Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors Service Provider Invoicing (“SPI”) submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

Special Construction

Spectrum supports E-Rate applicants who seek special construction funding for the upfront, non-recurring installation charges for the deployment of new or upgraded services and equipment. Spectrum has over 20 years of E-Rate experience, and is one of the largest telecommunications providers in the nation who designs, procures and implements large complex infrastructure projects. Applicants seeking additional E-Rate discounts to match state funding for special construction must submit information with their FCC Form 471 filing that USAC will use to determine eligibility.

<https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/additional-discount-to-match-state-tribal-funding-for-special-construction/>.

IMPLEMENTATION PLAN

Upon award of the project, Spectrum will meet with Customer’s technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. A project work schedule will be jointly prepared with Customer, identifying key project milestones.

Sample Implementation Timeline

| Description | Resource | Result | Time Duration |
|-----------------------------|---------------------|--|---------------|
| Project Initiation | Internal | Project released to Spectrum’s Service Delivery team. Project manager makes contact with Customer | 1 week |
| Project Initiation | Internal | Internal kickoff design review, develop deployment strategy, review timelines, risks, project materials ordered, construction tasks begin | 1 week |
| Project Execution | External | External kickoff call with Customer | 1 week |
| Project Execution & Control | Internal / External | Recurring internal / external project meetings to update status, review action items, and go over project risks | 1 week |
| Project Execution & Control | Internal / External | Weekly recurring internal and Customer project meetings, material receipt, fiber construction activities, facility build-outs, equipment deployment, provisioning, risk mitigation, test and turn-up for sites that become ready | 4 weeks |
| Project Closure | Internal / External | Test and turn-up documents delivered to Customer, ENOC enrollment for monitoring | 1 week |

Spectrum’s project implementation plan is to be used as an estimate only. Milestones are projected dates. Actual dates and time frames may vary due to, but not limited to, inclement weather.

The team that will be assigned to this project is experienced in designing, implementing and maintaining large scale networks. We have project managers in-house who will be dedicated to this project and who will serve as the point of contact for the entire project life cycle. Our project managers understand the importance of deadlines and customer expectations.

Spectrum operates with a team concept so that cross-checking of work outputs and resource backup is always in place, and more than one individual understands each process from beginning to end. Qualified personnel with in depth knowledge in the same processes and procedures used in this project are accessible in the event an assigned team member becomes unavailable.

Upon completion of the construction, the project will be handed off to a local network technician who will install the Spectrum provided and owned Cisco or comparable switch(es), as applicable, at Customer’s site. The network technician will work with the ENOC to verify connectivity and to provision the correct bandwidth. Once installation and testing are complete, Customer will be notified that the Service(s) is available for use.

FIBER INTERNET ACCESS FOR K-12 EDUCATION

Count on the reliability, bandwidth and speed of a dedicated internet connection.

Today's K-12 schools and districts depend on high-performing internet solutions to keep critical applications running and personalized and online learning operational. A dependable internet connection ensures high performance for your network resources, allowing you to better serve students, educators and staff.

Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable connectivity nationwide with performance and support you can count on. Delivering scalable internet access, we offer 99.99 percent service availability all the way to the equipment at your location.

Product highlights

- **Superior performance:** Improves productivity through a high-performing internet service that ensures reliable connectivity.
- **Scalability and reach:** Provides a scalable platform with national reach and dense metro coverage to support current and future bandwidth needs.
- **Business continuity:** Allows for optional solutions to support internet uptime in the event of a disruption.
- **End-to-end support:** Provides a single, nationwide contact point for services and support including in-building connections to your equipment.
- **Value:** Offers cost-effective, straightforward pricing.

Key features

- A dedicated connection that is not shared with others, delivered over a reliable, advanced fiber network.
- Service-level agreement (SLA) provides service availability while also assuring low latency, jitter and packet loss all the way into the client suite.
- Symmetrical access that scales up to 100 Gbps.
- 24/7/365 U.S.-based support and local technicians.
- Automatic wireless backup option provides seamless failover and failback functionality with battery backup and unlimited data.
- Multiple physical diversity and redundancy options to help protect your network.

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, non-circuit switched services.
- Provisioned via our advanced fiber network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint.
- Built-in network redundancy provides highly reliable and secure internet access.
- Fiber access circuits are unaffected by electromagnetic interference.

Routing

- Static or border gateway protocol (BGP) traffic routing options.

Internet access demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID).
- Traffic is securely routed over the Spectrum Enterprise IP network until it is delivered to the internet.
- Demarc extensions included for most buildings in footprint.

Static IP addresses:

- Initial IP block is included.
- Additional IP address space available upon request.
- Support for dual stacking of IPv4 and IPv6.

Optional services

Enhance FIA with a suite of technology services designed to protect, simplify and improve the performance of your network.

- **Wireless Internet Backup:** Get automatic wireless internet failover and failback service that is managed for you.
- **Wireless Internet:** Provide primary or secondary internet access over LTE Advanced technology with this all-inclusive wireless internet service.
- **Managed Network Edge:** Simplify the deployment and management of your network with this modular, all-in-one solution. Delivered over the Cisco Meraki platform, the solution offers security, routing, SD-WAN, WiFi, switching and cameras. Achieve flexibility and scalability with connectivity, equipment and network management from a single partner.
- **Managed SD-WAN:** Achieve greater visibility and control with a complete, virtualized WAN service that allows for application-aware routing while reducing network complexity and cost.
- **Managed Router Service:** Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.
- **Managed Security Services:** Protect your network with a fully managed solution that offers a firewall and unified threat management (UTM), intrusion detection and prevention, anti-malware, antivirus, event log management and more.
- **DDoS Protection:** Guard against malicious volumetric attacks designed to overload your network with world-class distributed denial of service (DDoS) threat identification and mitigation.
- **Managed WiFi:** Meet student, educator and staff demands for reliable connections to the internet with ubiquitous coverage across your buildings and 24/7/365 support.

Learn more

enterprise.spectrum.com/K12ed

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services

| Service Location | Service | Bandwidth / Product Description | Initial Order Term (Months) | QTY | MRC | OTC |
|---|---------------|---------------------------------|-----------------------------|-----|------------|--------|
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 2 Gbps | 36 | 1 | \$1,499.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 5 Gbps | 36 | 1 | \$2,299.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 10 Gbps | 36 | 1 | \$2,999.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 20 Gbps | 36 | 1 | \$3,999.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 40 Gbps | 36 | 1 | \$6,999.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 50 Gbps | 36 | 1 | \$7,999.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | Static IP (5) | N/A | 36 | 1 | \$0.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 2 Gbps | 60 | 1 | \$1,349.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 5 Gbps | 60 | 1 | \$2,049.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 10 Gbps | 60 | 1 | \$2,699.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 20 Gbps | 60 | 1 | \$3,599.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 40 Gbps | 60 | 1 | \$6,299.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | FIA | 50 Gbps | 60 | 1 | \$7,199.00 | \$0.00 |
| 35320 Daggett Yermo Rd, Yermo, CA 92398 | Static IP (5) | N/A | 60 | 1 | \$0.00 | \$0.00 |

Pricing Note

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new Service Location, evaluation of the requested services, performance of surveys, and other information that may be required.

Taxes, Fees and Surcharges

Pricing shown above is exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

Upgrade Path

If Spectrum's pricing table above contains multiple bandwidth options for the proposed Services for any given Service Location, Customer may increase bandwidth of Services at such Service Location during the Order Term of the applicable Service Order to one of the offered options. Customer will notify Spectrum of its desired increased bandwidth and shall be responsible for the corresponding increase in MRCs for such increased bandwidth, as well as construction and installation costs (if applicable). Upgraded Services may be coterminous with the Initial Order Term of the original modified Service if the parties agree upon appropriate OTCs, as applicable. Spectrum agrees to include language within individual Service Orders that sets forth the specific upgrade options available to the Customer during the Order Term.

Extension Options

Spectrum agrees to include the following clause in applicable Service Orders:

Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance.

E-Rate Funding Contingency

Customer's Service Order shall incorporate the following clause as it relates to funding:

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal

Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

California Teleconnect Funding Contingency

Customer's Service Order shall incorporate the following clause as it relates to funding:

If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF funding.

Non-Appropriations

Upon request, Customer's Service Order will incorporate the following clause as it relates to funding:

Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without liability, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such

fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

Service Activation

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1 service activation date for USAC funding. However, due to time constraints which are required for construction, design, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1 service activation date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties. However, upon award an updated timeline will be provided after a project team has been assigned.

USAC Filing Information

Charter Communications Operating, LLC is in good standing with the FCC and USAC, and its USAC identifiers are as follows:

Service Provider Identification Number ("SPIN"): 143050436

Funding Request Number ("FRN"): 002526580

Spectrum complies with all applicable FCC lowest corresponding price (LCP) rules with respect to the Agreement.

Eligibility of products and services for E-Rate School Program discounts is determined by the FCC and administered by the School and Libraries Division of USAC. Customer is responsible for understanding USAC rules and eligibility of services for E-Rate funding.

USAC Invoice Options

Spectrum will provide discounts via the Form 474 (SPI Form) as long as funding has been approved through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Alternatively, funding may be obtained by

filing a Form 472 (BEAR Form). Spectrum will only invoice USAC via SPI Form 474 once funding has been committed and both the Form 486 and Receipt of Service Confirmation Form have been filed with USAC.

Compliance with Law and General Statement

Regarding any terms and conditions in Customer's Form 470, Spectrum complies with all applicable laws and regulations. See Spectrum's Terms of Offer section and this Service Proposal section for additional information.

Spectrum does not currently conduct business with or use equipment or services provided or manufactured by entities identified on the Covered List published by the Public Safety and Homeland Security Bureau on the FCC's website.

Spectrum Enterprise FIBER INTERNET ACCESS SERVICE LEVEL AGREEMENT

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

| Service Availability | Mean Time To Restore (“MTTR”) | Latency / Frame Delay (Roundtrip) | Jitter / Frame Delay Variation | Packet Loss / Frame Loss |
|----------------------|-----------------------------------|-----------------------------------|--------------------------------|--------------------------|
| End to End: 99.99% | Priority 1 Outages within 4 hours | 45ms | <2ms | <0.1% |

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

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

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

Spectrum Enterprise will classify Service problems as follows:

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

III. Service Availability

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

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

| Percentage by Days Per Month | Total Minutes / Month | Downtime Minutes |
|------------------------------|-----------------------|------------------|
| 99.99% for 31 Days | 44,640 | 4.5 |
| 99.99% for 30 Days | 43,200 | 4.3 |

| | | |
|--------------------|--------|-----|
| 99.99% for 29 Days | 41,760 | 4.2 |
| 99.99% for 28 Days | 40,320 | 4 |

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

| |
|--|
| Cumulative length of time to restore Priority 1 Outage(s) per FIA Service |
| Total number of Priority 1 Outage trouble tickets per FIA Service |

V. Latency / Frame Delay

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

Latency is calculated as follows:

| |
|---|
| Latency/Frame Delay = Sum of the roundtrip delay measurements for an FIA Service |
| Total # of measurements for an FIA Service |

VI. Packet Loss / Frame Loss Ratio

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

Packet Loss / Frame Loss Ratio is calculated as follows:

| |
|---|
| Packet Loss / Frame Loss (%) = 100 (%) - Frames Received (%) |
|---|

VII. Jitter / Frame Delay Variation

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

Jitter / Frame Delay Variation is calculated as follows:

| |
|---|
| Jitter / Frame Delay Variation = |
| Sum of the Frame Delay Variation measurements for an FIA Service |
| Total # of measurements for an FIA Service |

VIII. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

IX. Remedies

Service Credits:

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

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

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

Chronic Priority 1 Outages:

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