

Account Executive: Paul Gonzales
 Phone: (512) 485-6497 Ext:
 Cell Phone:
 Fax:
 Email: paul.gonzales@twcable.com

Business Class Customer Service Order

Order # 7150703

Customer Information: Customer Code		
Business Name	Williamson County *Master* (HQ)	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****6906		
Billing Address		
Attention To: DIR-TEX-AN-NG-CTSA-008		Account Number
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Richard Semple	(512) 943-1489	rsemple@wilco.org

Internet and Video Order Information For 210 Carlos Parker Blvd Nw Taylor TX 76574
Service Type
Ethernet (Fiber)

New and Revised Services and Monthly Charges At 210 Carlos Parker Blvd Nw , Taylor TX 76574

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 20 Mbps	1	\$700.00	\$700.00	36 Months
Ethernet ELAN HUB	1	\$0.00	\$0.00	36 Months
*Total			\$700.00	

*Prices do not include taxes and fees.

One Time fees At 210 Carlos Parker Blvd Nw , Taylor TX 76574

Description	Quantity	Sales Price	Total
Installation	1	\$250.00	\$250.00
Total			\$250.00

*Prices do not include taxes and fees.

Special Terms

NON-APPROPRIATION OF FUNDS. Notwithstanding anything to the contrary herein, if the funds Customer requests for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on a Service Order, provided that Customer shall (a) provide TWC with reasonable 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 TWC all amounts due and owing at the time of such Non-Appropriation for all Services provided by TWC pursuant to the Contract; (c) pay to TWC, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by TWC 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 TWC hereunder for such Service, and shall return such software to TWC; and (e) return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement of any Equipment not returned in accordance with this paragraph.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Authorized Signature for Time Warner Cable Enterprises LLC

Brian Beresterdy, manager GOU/ed

Printed Name and Title

7.19.16

Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed

Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 12012 N MoPac Expwy

Contact: Paul Gonzales

City: Austin

Telephone: (512) 485-6497

State: TX

Facsimile:

Zip Code: 78758

Customer Information

Customer Name (Exact Legal Name):
Williamson County *Master* (HQ)

Federal ID No:
*****6906

Billing Address:
301 SE Inner Loop, Suite 105

Suite:

City:
GEORGETOWN

State:
TX

Zip Code:
78626

Billing Contact Name:

Tammy McCulley

Phone:

(512) 943-1455

E-mail:

tmcculley@wilco.org

Authorized Contact Name:

Richard Semple

Phone:

(512) 943-1489

E-mail:

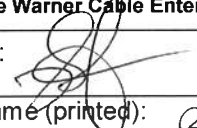
rsemple@wilco.org

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By: 	By:
Name (printed): <i>Brian Beresford</i>	Name (printed):
Title: <i>Manager, Gov / Ed</i>	Title:
Date: <i>7.19.16</i>	Date:

Time Warner Cable Business Class Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or port level, and any applicable credits are issued only for the affected On-Net circuit or port (the "Affected Service").

I. SLA Targets for On-Net 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	Metro Market – 10ms WAN - 25ms WAN Exceptions – 45ms National – 125ms	<2ms within Metro Market <4ms within WAN	<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 TWC network hub to transmit and receive network traffic between Customer's A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC 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 TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting 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.

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. 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 On-Net 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 TWC to restore an On-Net 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 On-Net Service.

MTTR per calendar month is calculated as follows:

$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$

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 On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64 byte ping between the closest TWC network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

Latency / Frame Delay=	$\frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
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Latency / Frame Delay Targets for Services in defined Metro Area Markets, WAN, WAN Exceptions and National are as follows:

Metro Area Market – 10ms Latency	WAN – 25ms Latency	WAN Exceptions – 45ms Latency	National – 125ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
• Austin, TX • Beaumont, TX • Corpus Christi, TX • Laredo, TX • San Antonio, TX • Dallas, TX	Texas WAN	• El Paso, TX • Rio Grande Valley, TX • Del Rio, TX • Eagle Pass, TX • Wichita Falls, TX • Kansas City, KS, • Kansas City, MO • Lincoln, NE	
• North Los Angeles, CA • South Los Angeles, CA • Desert Cities, CA • Palm Springs, CA • Yuma, AZ • San Diego, CA	PacWest WAN	• Coeur d'Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA • Libby, MT	
• Island of Hawaii • Island of Oahu • Island of Kauai • Island of Kahului • Island of Molokai	Hawaii WAN	• N/A	
• Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Lima, OH • Louisville, KY • Lexington, KY • Green Bay, WI • Appleton, WI • Milwaukee, WI	Mid-West WAN	• Bolivar, TN • Charleston, WV • Clarksburg, WV • Richmond, KY • Terre Haute, IN	
• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania) • Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY • Hudson Valley, NY	Northeast/ NYC WAN	• Portland, ME	

Metro Area Market – 10ms Latency	WAN – 25ms Latency	WAN Exceptions – 45ms Latency	National – 125ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
• Greensboro, NC • Raleigh, NC • Charlotte, NC • Fayetteville, NC • Asheville, NC • Wilmington, SC • Florence, SC • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC • Charleston, SC • Greenville, SC	Carolinas WAN	• Atlanta, GA • Augusta, GA • Birmingham, AL • Dothan, AL • Huntsville, AL • Chattanooga, TN • Knoxville, TN • Nashville, TN	

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 (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

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 (TWC network hub to TWC network hub). TWC 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 =	$\frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
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VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC 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 On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

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%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

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 TWC; 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 TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC 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 TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

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Commercial Property Ownership Verification Form

To assist in the timely delivery of your contracted services Time Warner Business Class will need to document if you are the owner of the building in which your business resides by completing Section 1 below. If you **do not** own the property we require the Property Owner/Manager contact information to be provided by completing Section 2 below. We would also ask that you notify the Property Owner/Manager that you have signed up for Time Warner Cable services. We will be contacting the Property Owner/Manager to obtain a right of entry agreement to permit us to enter upon the property to install the services.

Section 1 - Please complete this section if **you own** your Commercial Property

Authorized Signature

Printed Name and Title

Date Signed

Section 2 - Please complete this section if **you do not own** your Commercial Property

Property Owner/Manager Name and Title

Property Owner/Manager Phone #

Property Owner/Manager Email Address

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

**CONTRACT
STANDARD TERMS & CONDITIONS
FOR HOSTED NETWORK CONNECTIONS
TIME WARNER CABLE
(Services for Williamson County Expo Center)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Time Warner Cable** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal/Order Form, which is marked as Exhibit "A" and incorporated herein as if copied in full.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1. As described in the attached Proposal/Order Form, which is marked as Exhibit "A" and incorporated herein as if copied in full;
2. Time Warner (Business Class) Service Agreement, incorporated herein as if copied in full; and
3. Time Warner (Business Class) Terms and Conditions, incorporated herein as if copied in full and located at: <http://www.twcbc.com/legal>.

Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

VII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

VIII.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

IX.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

X.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph VIII above.

XII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2016.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER:



Authorized Signature