

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

Order # 5941507

|                                      |                                 |   |
|--------------------------------------|---------------------------------|---|
| <b>Business Name</b>                 | Williamson County<br>*Master*   | <b>Customer Type:</b>                   |
| <b>Federal Tax ID</b>                | <b>Tax Exempt Status</b>        | <b>Tax Exempt Certificate #</b>         |
| *****6906                            |                                 |   |
| <b>Billing Address</b>               | <b>Account Number</b>           |   |
| Attention To: DIR-TEX-AN-NG-CTSA-008 |                                 |   |
| 100 W 3RD ST Georgetown TX 78626     |                                 |   |
| <b>Billing Contact</b>               | <b>Billing Contact Phone</b>    | <b>Billing Contact Email Address</b>    |
| Tammy McCulley                       | (512) 943-1455                  | tmculley@wilco.org                      |
| <b>Authorized Contact</b>            | <b>Authorized Contact Phone</b> | <b>Authorized Contact Email Address</b> |
| Richard Semple                       | (512) 943-1489                  | rsemple@wilco.org                       |
| <b>Technical Contact</b>             | <b>Technical Contact Phone</b>  | <b>Technical Contact Email Address</b>  |
| Richard Semple                       | (512) 943-1489                  | rsemple@wilco.org                       |

|  |
|--|
| <b>Internet and Video Order Information For</b> 350 Exchange Blvd Hutto TX 78634 |
| <b>Service Type</b>  |
| Ethernet (Fiber)   |

|  |
|--|
| <b>Internet and Video Order Information For</b> 350 Discovery Blvd Cedar Park TX 78613 |
| <b>Service Type</b>  |
| Ethernet (Fiber)   |

Page 1 of 5

Chris Matthews  
 E-signed 2015-11-05 10:17AM CST  
 chris.matthews@twcable.com  
 Acting Director on behalf of Michael  
 Iamacchia

**Internet and Video Order Information For 1801 E Old Settlers Blvd Round Rock TX 78664**
**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 210 Carlos Parker Blvd Nw Taylor TX 76574**
**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 412 Vance St Taylor TX 76574**
**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 355 Texas Ave Round Rock TX 78664**
**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 200 Wilco Way Georgetown TX 78626**
**Service Type**

Ethernet (Fiber)

**Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 200 Wilco Way Georgetown TX 78626**

| Site Name | Address Location                   | Location Type | Bandwidth |
|-----------|------------------------------------|---------------|-----------|
|           | 200 Wilco Way Georgetown, TX 78626 | Remote        | 100 Mbps  |

**New and Revised Services and Monthly Charges At 200 Wilco Way , Georgetown TX 78626**

| Description              | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--------------------------|----------|-------------|-------------------------|---------------|
| ELAN Intrastate 100 Mbps | 1        | \$2,543.75  | \$2,543.75              | 36 Months     |
| Ethernet ELAN HUB        | 1        | \$0.00      | \$0.00                  | 36 Months     |
| OFF Net Fiber            | 1        | \$0.00      | \$0.00                  | 36 Months     |
| <b>*Total</b>            |          |             | <b>\$2,543.75</b>       |               |

\*Prices do not include taxes and fees.

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Acting Director on behalf of Michael

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**New and Revised Services and Monthly Charges At 350 Exchange Blvd , Hutto TX 78634**

| 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     |
| <b>*Total</b>           |          |             | <b>\$700.00</b>         |               |

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 412 Vance St , 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     |
| <b>*Total</b>           |          |             | <b>\$700.00</b>         |               |

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 1801 E Old Settlers Blvd , Round Rock TX 78664**

| Description             | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|-------------------------|----------|-------------|-------------------------|---------------|
| ELAN Intrastate 40 Mbps | 1        | \$1,000.00  | \$1,000.00              | 36 Months     |
| Ethernet EVPL HUB       | 1        | \$0.00      | \$0.00                  | 36 Months     |
| <b>*Total</b>           |          |             | <b>\$1,000.00</b>       |               |

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 350 Discovery Blvd , Cedar Park TX 78613**

| Description             | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|-------------------------|----------|-------------|-------------------------|---------------|
| ELAN Intrastate 40 Mbps | 1        | \$1,000.00  | \$1,000.00              | 36 Months     |
| Ethernet ELAN HUB       | 1        | \$0.00      | \$0.00                  | 36 Months     |
| <b>*Total</b>           |          |             | <b>\$1,000.00</b>       |               |

\*Prices do not include taxes and fees.

**One Time fees At 412 Vance St , Taylor TX 76574**

| Description  | Quantity | Sales Price | Total           |
|--------------|----------|-------------|-----------------|
| Installation | 1        | \$250.00    | \$250.00        |
| <b>Total</b> |          |             | <b>\$250.00</b> |

\*Prices do not include taxes and fees.

**One Time fees At 350 Exchange Blvd , Hutto TX 78634**

| Description  | Quantity | Sales Price | Total           |
|--------------|----------|-------------|-----------------|
| Installation | 1        | \$250.00    | \$250.00        |
| <b>Total</b> |          |             | <b>\$250.00</b> |

\*Prices do not include taxes and fees.

**One Time fees At 200 Wilco Way , Georgetown TX 78626**

| Description  | Quantity | Sales Price | Total           |
|--------------|----------|-------------|-----------------|
| Installation | 1        | \$750.00    | \$750.00        |
| <b>Total</b> |          |             | <b>\$750.00</b> |

\*Prices do not include taxes and fees.

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Acting Director on behalf of Michael

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**One Time fees At 350 Discovery Blvd , Cedar Park TX 78613**

| Description  | Quantity | Sales Price | Total           |
|--------------|----------|-------------|-----------------|
| Installation | 1        | \$250.00    | \$250.00        |
| <b>Total</b> |          |             | <b>\$250.00</b> |

\*Prices do not include taxes and fees.

**One Time fees At 1801 E Old Settlers Blvd , Round Rock TX 78664**

| Description  | Quantity | Sales Price | Total           |
|--------------|----------|-------------|-----------------|
| Installation | 1        | \$250.00    | \$250.00        |
| <b>Total</b> |          |             | <b>\$250.00</b> |

\*Prices do not include taxes and fees.

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Acting Director on behalf of Michael  
Iamacchia

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.

*Chris Matthews*  
Chris Matthews (Nov 5, 2015)

Authorized Signature for Time Warner Cable Enterprises LLC

Chris Matthews

Acting Director on behalf of Michael Iamaccchia

Printed Name and Title

Nov 5, 2015

Date Signed

*[Signature]*

Authorized Signature for Customer

*Don A. GAT?i's*

*Comfy Pulke*

Printed Name and Title

*11-19-2015*

Date Signed

Chris Matthews

E-signed 2015-11-05 10:17AM CST

chris.matthews@twcable.com

Acting Director on behalf of Michael  
Iamaccchia



## 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

City: Austin

State: TX

Zip Code: 78758

Contact: Paul Gonzales

Telephone: (512) 485-6497

Facsimile:

### Customer Information

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

Federal ID No:

\*\*\*\*\*6906

Billing Address:  
100 W 3RD ST

Suite:

City:  
Georgetown

State:

TX

Zip Code:  
78626

Billing Contact Name:

Tammy McCulley

Phone:

(512) 943-1455

E-mail:

tmculley@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](http://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<br>Time Warner Cable Enterprises LLC            | Authorized Signature for Customer  |
|--|------------------------------------|
| By: <u>Chris Matthews</u><br><small>Chris Matthews (Nov 5, 2015)</small> | By: <u>[Signature]</u>             |
| Name (printed): Chris Matthews   | Name (printed): <u>DAVID GATTI</u> |
| Title: Acting Director on behalf of Michael Iamacchia                    | Title: <u>County Judge</u>         |
| Date: Nov 5, 2015  | Date: <u>11-19-2017</u>            |

Chris Matthews

E-signed 2015-11-05 10:17AM CST

[chris.matthews@twcable.com](mailto:chris.matthews@twcable.com)

Acting Director on behalf of Michael  
Iamacchia

## SERVICE LEVEL AGREEMENT

**ETHERNET SERVICES**

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 to 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<br>99.99% | Priority 1 Outages within 4 hours | Metro Market – 10ms<br>WAN – 25ms<br>WAN Exceptions – 45ms<br>National – 125ms | < 2ms within Metro Market<br>< 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<br>B. Service Degradation to the point that 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<br>B. A single non-circuit specific quality of Service inquiry.  |

**Chris Matthews**

E-signed 2015-11-05 10:17AM CST

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Acting Director on behalf of Michael

Iamacchia

## ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)

### 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               | 45               |
| 99.99% for 30 Days           | 43,200               | 43               |
| 99.99% for 29 Days           | 41,760               | 42               |
| 99.99% for 28 Days           | 40,320               | 41               |

### 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:

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

### 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:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

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Acting Director on behalf of Michael

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**ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)**

Latency / Frame Delay Targets for Services in defined Metro Area Markets, WAN, WAN Exceptions and National are as follows:

| <b>METRO AREA MARKET – 10MS LATENCY</b>   |   | <b>WAN – 25MS LATENCY</b>   | <b>WAN EXCEPTIONS – 45MS LATENCY</b>  | <b>NATIONAL – 125MS LATENCY</b>       |
|---|---|---|---|---------------------------------------|
| Roundtrip where both sites A and Z are <i>within</i> the same Metro Area Market   |   | Roundtrip <i>between</i> any 2 Metro Area Markets within the same WAN | Roundtrip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are <i>within</i> the same WAN Exception, the Latency target is 10ms.  | Roundtrip <i>between</i> any two WANs |
| <ul style="list-style-type: none"> <li>• Austin, TX</li> <li>• Beaumont, TX</li> <li>• Corpus Christi, TX</li> </ul>  | <ul style="list-style-type: none"> <li>• Laredo, TX</li> <li>• San Antonio, TX</li> <li>• Dallas, TX</li> </ul>   | Texas WAN   | <ul style="list-style-type: none"> <li>• El Paso, TX</li> <li>• Rio Grande Valley, TX</li> <li>• Del Rio, TX</li> <li>• Eagle Pass, TX</li> <li>• Wichita Falls, TX</li> <li>• Kansas City, KS</li> <li>• Kansas City, MO</li> <li>• Lincoln, NE</li> </ul> |                                       |
| <ul style="list-style-type: none"> <li>• North Los Angeles, CA</li> <li>• South Los Angeles, CA</li> <li>• San Diego, CA</li> </ul>   | <ul style="list-style-type: none"> <li>• Desert Cities, CA</li> <li>• Palm Springs, CA</li> <li>• Yuma, AZ</li> </ul>   | PacWest WAN   | <ul style="list-style-type: none"> <li>• Coeur d'Alene, ID</li> <li>• Gunnison, CO</li> <li>• Telluride, CO</li> <li>• Pullman, WA</li> <li>• Libby, MT</li> <li>• Honolulu, HI</li> </ul>  |                                       |
| <ul style="list-style-type: none"> <li>• Columbus, OH</li> <li>• Cincinnati, OH</li> <li>• Dayton, OH</li> <li>• Akron, OH</li> <li>• Cleveland, OH</li> <li>• Lima, OH</li> </ul>                | <ul style="list-style-type: none"> <li>• Louisville, KY</li> <li>• Lexington, KY</li> <li>• Green Bay, WI</li> <li>• Appleton, WI</li> <li>• Milwaukee, WI</li> </ul>                               | Mid-West WAN  | <ul style="list-style-type: none"> <li>• Bolivar, TN</li> <li>• Charleston, WV</li> <li>• Clarksburg, WV</li> <li>• Richmond, KY</li> <li>• Terre Haute, IN</li> </ul>  |                                       |
| <ul style="list-style-type: none"> <li>• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania)</li> <li>• Hudson Valley, NY</li> </ul>                | <ul style="list-style-type: none"> <li>• Albany, NY</li> <li>• Buffalo, NY</li> <li>• Rochester, NY</li> <li>• Syracuse, NY</li> </ul>  | Northeast/ NYC WAN  | <ul style="list-style-type: none"> <li>• Portland, ME</li> </ul>  |                                       |
| <ul style="list-style-type: none"> <li>• Greensboro, NC</li> <li>• Raleigh, NC</li> <li>• Charlotte, NC</li> <li>• Fayetteville, NC</li> <li>• Asheville, NC</li> <li>• Wilmington, SC</li> </ul> | <ul style="list-style-type: none"> <li>• Florence, SC</li> <li>• Columbia, SC</li> <li>• Myrtle Beach, SC</li> <li>• Hilton Head, SC</li> <li>• Charleston, SC</li> <li>• Greenville, SC</li> </ul> | Carolinas WAN   | <ul style="list-style-type: none"> <li>• Atlanta, GA</li> <li>• Augusta, GA</li> <li>• Birmingham, AL</li> <li>• Dothan, AL</li> <li>• Huntsville, AL</li> <li>• Chattanooga, TN</li> <li>• Knoxville, TN</li> <li>• Nashville, TN</li> </ul>               |                                       |

**Chris Matthews**

E-signed 2015-11-05 10:17AM CST

chris.matthews@twcable.com

Acting Director on behalf of Michael

Iamacchia

**ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)****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).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

**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 the routine maintenance windows.

**Maintenance Windows:**

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

Chris Matthews  
E-signed 2015-11-05 10:17AM CST  
chris.matthews@twcable.com  
Acting Director on behalf of Michael  
Iamacchia

## ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)

### 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 offset 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 TWCRC 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<br>≤ 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.

Chris Matthews

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Acting Director on behalf of Michael

Iamacchia

### 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

Dan A GATTI, Cell. 73, J12/jr  
Printed Name and Title

11-17-2015  
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

Chris Matthews  
E-signed 2015-11-05 10:17AM CST  
chris.matthews@twcable.com  
Acting Director on behalf of Michael  
Iamacchia

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§  
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**AMENDMENT TO TIME WARNER CABLE BUSINESS CLASS SERVICE  
AGREEMENT AND SERVICE ORDER # 5941507**

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**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.**

THIS AMENDMENT TO TIME WARNER CABLE BUSINESS CLASS SERVICE AGREEMENT AND SERVICE ORDER # 5941507 ("Amendment") 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 Enterprises LLC** (hereinafter "TWC"). The County agrees to engage TWC 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 TWC shall not in any sense be considered a partner or joint venturer with The County, nor shall TWC 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. TWC 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 indirect, incidental, punitive, exemplary, or consequential damages, of any kind whatsoever arising out of or related to the Master Agreement (as defined in the Time Warner Cable Business Class Service Agreement and Service Order # 5941507). TWC agrees to defend, indemnify and hold harmless The County including, without limitation, any of its boards, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to bodily injury or tangible property damage caused by the gross negligence or willful misconduct of TWC or its employees or agents.

II.

**No Waiver of Sovereign Immunity or Powers:** Except as provided by applicable law, nothing in this Amendment 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.

**Intentionally omitted.**

IV.

**Compliance With All Laws:** TWC agrees and will comply with any and all local, state or federal requirements with respect to the Services rendered.

V.

**Consideration and Compensation:** TWC will be compensated based on Service Order # 5941507.

Notwithstanding the foregoing, payment for goods and services shall be governed by any applicable portions of Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025.

VI.

**Effect of Amendment:** Except as modified by this Amendment, all other terms and conditions of the Master Agreement remain the same.

VII.

**Confidentiality:** TWC shall maintain in confidence, and not disclose to third parties or use, except for such use as is required to perform its obligations under the Master Agreement, any confidential information provided by The County to TWC in connection with the Master Agreement that is conspicuously identified or marked as "confidential" at the time of disclosure. The County's confidential information shall not include any information of The County that (i) is rightfully in TWC's possession at the time of disclosure without an obligation of confidentiality; (ii) is or becomes available to the public through no breach of the Master Agreement; (iii) is independently developed



by TWC without use of The County's confidential information; or (iv) is lawfully obtained from a third party without restriction and without breach of this or any other agreement; (v) is necessary to disclose to effect, administer, service, or enforce products and services, which TWC provides under this Master Agreement, and provided that any such release of information is made in strict compliance with applicable federal and state law; or (vi) TWC is directed by applicable governmental authorities to disclose.

**VIII.**

**Intentionally omitted.**

**IX.**

**Intentionally omitted.**

**X.**

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

**XI.**

**Intentionally omitted.**

**XII.**

**Intentionally omitted.**

**XIII.**

**Right to Audit:** To the extent required by applicable law, TWC shall keep complete and accurate documents, information and records concerning the Services provided to The County in accordance with TWC policy. As allowed by applicable law, The County may audit such documents, information and records for the previous 12-month period not more than one time per year, and The County's audit rights shall be limited to documents, information and records pertaining to Services provided to The County and not with respect to other customers. Audits undertaken by The County shall be limited to TWC's operations only, and TWC's confidential financial information, books, records and accounts shall not be made available for audit. TWC may require The County's auditors to sign a reasonable non-disclosure agreement. All audits shall be at The County's expense.

XIV.

**County Judge or Presiding Officer Authorized to Sign:** 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.

XV.

**Defined Terms:** All capitalized terms used in this Amendment without definition will have the meanings assigned to them in the Master Agreement.

WITNESS the signatures of all parties this the 12 day of November 2015.

The County:  
Williamson County

TWC:  
Time Warner Cable Enterprises LLC

By: [Signature]  
**Authorized Signature for Customer**  
Name: Dan A. EATP.  
Title: County Judge  
Date: 11-12-2015

By: Chris Matthews  
Chris Matthews (Nov 5, 2015)  
**Authorized Signature for TWC**  
Name: Chris Matthews  
Title: Acting Director on behalf of Michael Iamacchia  
Date: Nov 5, 2015

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