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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

Street: 17777 Center Court Drive, 8th Floor
City: Cerritos
State: CA
Zip Code: 90703

Contact: Maria Frew
Phone: 562-677-0273
Cell Phone: 310-770-9518
Fax: 704-414-9080

Customer Information

Customer Name (Exact Legal Name): **Account Number** **Federal Tax ID**
City of Long Beach

Billing Address:
333 West Ocean Blvd. 7th Floor
Long Beach CA 90802

Billing Contact Name: **Phone** **Fax**

Authorized Contact **Phone** **Fax**

Agreement

THIS SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. 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 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.

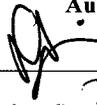
By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

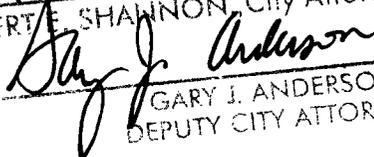
Electronic Signature Disclosure

Authorized Signature for Time Warner Cable

By: 
Name (printed): JR LEONARD
Title: VP SALES
Date: 2/16/2012

Authorized Signature for Customer

By: 
Name (printed): Patrick H. West
Title: City Manager
Date: 2. EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM
February 23, 20 12
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Business Class Customer Service Order

Account Executive: Maria Frew
 Phone: 562-677-0273
 Cell Phone: 310-770-9518
 Fax: 704-414-9080
 Email: maria.frew@twcable.com

Customer Information City of Long Beach		
Business Name City of Long Beach		Customer Type: Government Library
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address 333 West Ocean Blvd 7 th Floor Long Beach CA 90802		Account Number
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Technical Contact	Technical Contact Phone	Technical Contact Email Address

PRI Trunk Service Order Information					
Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information				
Site Name	Address Location	Location Type	Service Description / Bandwidth (List all Services for Each Location)	Customer Requested Due Date
See List	See List			TBD

Service Category	Monthly Recurring Charges	Non-Recurring Charges	Initial Order Term
10Mb x 10Mb Metro Ethernet Point to Point – 11 sites	\$16734.96	\$0.00	36 months
60Mb x 60Mb Dedicated Internet Service over Fiber at Main Data Center	\$2100	\$0.00	36 months
	\$	\$	36 months
	\$	\$	
	\$	\$	
*Gross Total	\$18834.96	\$0.00	36 months
Less E-Rate Discount	%	(\$)	
Less CTF Discount	%	(\$)	
*Net Total	\$		

Special Terms

36 months

Metro Ethernet PTP – 10M x 10M for each site

Dedicated Internet Service – 60Mb x 60Mb over Fiber

Main Library	101 Pacific Avenue, Long Beach CA 90822 – 333 S Main Long Beach, Long Beach CA 90822
Bay Shore Neighborhood	195 Bay Shore Avenue, Long Beach CA 90803
Dana Neighborhood	3680 Atlantic Avenue, Long Beach CA 90807
Los Altos Neighborhood	5614 E. Britton Drive, Long Beach CA 90815
Alamitos Neighborhood	1836 E. Third Street, Long Beach CA 90802
Brewitt Neighborhood	4036 E. Anaheim Street, Long Beach CA 90804
Ruth Bach Neighborhood	4055 Bellflower Blvd, Long Beach CA 90808
Burnett Neighborhood	560 E. Hill Street, Long Beach CA 90806
Brett Hart Neighborhood	1595 W. Willow Street, Long Beach CA 90810
North 11 Neighborhood	5571 Orange Avenue, Long Beach CA 90805
El Dorado Neighborhood	2900 Studebaker Road, Long Beach CA 90815

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then- current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

Electronic Signature Disclosure

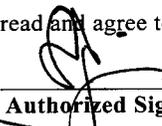
By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



 Authorized Signature for Time Warner Cable

 J.R. LEONARD / VP SALES
 Printed Name and Title

 2/16/2010
 Date Signed

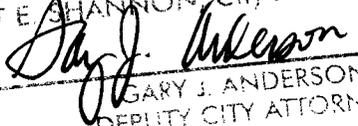


 Assistant City Manager
 Authorized Signature for Customer

 Patrick H. West, City Manager
 Printed Name and Title

 2-23-12
 Date Signed

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM
 February 23, 2012
 ROBERT E. SHANNON, City Attorney
 By 
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

Time Warner Cable Business Class Terms and Conditions

1.0 AGREEMENT.

These Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**"), and any Time Warner Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, ("**Service Agreement**") and constitute the "**Master Agreement**" by and between Customer and TWC (collectively, the "**Parties**" or each individually a "**Party**") for the services specified on Service Orders ("**Services**"). The attachments to these Terms and Conditions ("**Attachments**") further describe TWC's services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service. "**TWC**" means the Time Warner Cable Inc.-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS.

2.1 Subject to the terms and conditions of the Master Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at its own discretion, utilize one or more of its affiliates or third parties to deliver the Services ("**Third Party Services**"). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services hereunder by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "**Service Order**" hereunder and shall be deemed incorporated into the Master Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION.

Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Services will be provided, or who shall use the Service (each, an "**End User**"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services hereunder. In addition, Customer will provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (ii) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Services and TWC Equipment with Customer's or an End User's equipment will be performed by Customer unless otherwise agreed in writing between the Parties. With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "**Discounts**"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.

4.0 SUPPORT & MAINTENANCE.

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, "**TWC Equipment**") on TWC's side of the demarcation

points used by TWC to provide the Service. Notwithstanding any contrary provision set forth in the Master Agreement, equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS.

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement and any applicable Terms of Use (which are incorporated herein by this reference). "**Terms of Use**" means all applicable Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, www.twbc.com/legal, as may be modified from time to time by TWC, in its sole discretion. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM.

The Master Agreement shall commence on the date of the last signature on the Service Agreement (the "**Effective Date**") and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "**Term**"). The term for the applicable Service shall be set forth in the Service Order ("**Initial Order Term**") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("**Renewal Order Term**", collectively with Initial Order Term, "**Order Term**"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT.

For each Service, Customer agrees to pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "**Service Charges**") as set forth on the Service Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing on the invoice. If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer. TWC will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a standard late fee for any amounts which are not paid when due, which amount shall not exceed one percent of the monthly Service Charges or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES.

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the

extent applicable. TWC shall have the right to recover from Customer the amount of any state or local fees, charges or taxes arising as a result of this Agreement that are imposed on TWC or TWC's services, or measured on TWC's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall be responsible for providing TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

9.1 TWC's Proprietary Rights. All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer herein are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Confidentiality. To the extent permitted by applicable law, Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Agreement.

9.3 Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of the Terms of Use. TWC will notify Customer of any material adverse change to the Terms of Use or Service descriptions by posting such modified Terms and Conditions (including the Terms of Use) or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or the Terms of Use and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, that portion of the Service Order relating to the affected Service.

11.0 TERMINATION.

Either Party may terminate a Service Order; (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period; or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of the Master Agreement or the Terms of Use, TWC may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be

resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension for which the customer is responsible, TWC may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of the Master Agreement and the Service Order(s) hereunder: (i) TWC's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (iv) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by TWC for any reason set forth in Section 11(a) or 11(b) above, Customer shall promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term. Notwithstanding the foregoing, Customer or TWC may immediately terminate the applicable Service Order without penalty if after entering into such Service Order, TWC conducts a site survey and learns that the construction costs will require a material increase in the Service Charges. The foregoing shall be in addition to any other rights and remedies that TWC may have under the Master Agreement or at law or equity.

Notwithstanding the foregoing, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

12.0 INDEMNIFICATION.

Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D; or (d) breach of the terms governing any use of music services provided as part of the Service.

13.0 DISCLAIMER OF WARRANTY.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY.

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "**Telecommunications Act**"), the Federal Cable Communications Act (the "**Cable Act**"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Notice, and, if applicable, in TWC's tariff, which are incorporated herein by reference. The Subscriber Privacy Notice is available at www.twcbc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("**ARIN**") or any similar agency, or in accordance with TWC's Subscriber Privacy Notice or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE.

Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "**Force Majeure Event**"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.

In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 The Master Agreement, its Attachments and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for

purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT.

The Master Agreement, including without limitation all attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE.

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS.

As between the Parties, TWC will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in the Master Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

21.0 ARBITRATION.

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE STATE OF CALIFORNIA AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 MISCELLANEOUS.

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of California. In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent. Excluding any third party claims, claims under the Master Agreement must be initiated not later than two (2) years after the claim arose. There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors. Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Inc., 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 17.1, 18, 19, 21 and 22 and the Attachments shall survive the termination or expiration of the Master Agreement. The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A

**Business Class Cable TV Service
("Cable TV Service")**

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

The monthly service charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Business Class Phone Service and Business Class PRI Service (collectively, "Voice Services")

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("PRI") connection to Customer's private branch exchange ("PBX") or other equipment facilities and services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

- Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the integrated access device ("IAD") used to provide the Business Class PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.
- The location and address associated with the Voice Service will be the address identified on the Service Order. Customer is not permitted to move TWC Equipment from the location and address in which it has been installed or to access the Voice Service from a remote location. If Customer's network enables access to the Voice Service from a remote location or moves a voice-enabled cable modem or IAD to an address different than that identified on the Service Order, calls from such modem or IAD to 911 will appear to 911 emergency service operators to be coming from the address identified on the Service Order and not the remote location or new address. Customer consents to TWC's disclosure of Customer's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom Customer calls so that calls may be completed.
- Pursuant to 47 C.F.R. § 9.5(e), Customer shall specifically advise every end user of the Voice Service prominently and in the language provided below, of the circumstances under which E911 service may not be available.

Business Class voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("E911") services may not be available.

The Master Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new address or accessing the Service from a remote location. If this equipment is moved to another location or the Service is accessed from a remote location, E9-1-1 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Service Order will be provided to emergency operators for all emergency calls made from the telephone numbers associated with the Service Order. To obtain service at another location you must call Time Warner Cable.

- Customer shall obtain and keep a record of affirmative acknowledgement by every end user of the Voice Service of having received and understood the above advisory. Customer shall also distribute to all end users of the Voice Services labels/stickers to be supplied by TWC and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the service.
- Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.
- Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("**Alarm Services**").
- Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

- TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
- Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.
- Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Time Warner Cable Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose CPNI when required by applicable law. TWC may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentation of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("**Calling Detail Preauthorization Plan**"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail, including CPNI, that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

- In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

Attachment C

Business Class National Teleworker Service, Branch Office Connectivity Service, Broadband High Speed Data, Wideband Internet and Dedicated Internet Access (collectively, "Data Services")

National Teleworker Service ("NTW Service"): If Customer selects to receive the NTW Service, TWC shall provide connectivity to a single personal computer ("PC") via a cable modem at the residential location of the limited number of Customer employees set forth on a Service Order to connect such employees' PCs to the Customer's data network. Each PC connection may be used by one Customer employee at a time solely for Customer's internal business purposes.

Branch Office Connectivity Service ("BOC Service"): If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the BOC Service, provided that use does not exceed the standard bandwidth provided by TWC.

Broadband High Speed Data and Wideband Internet ("HSD Service"): If Customer selects to receive the HSD Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the HSD Service, provided that use does not exceed the standard bandwidth provided by TWC.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer's use of the Data Services is subject to the following additional terms and conditions:

TWC's provision of any Data Service is subject to availability.

TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement, any bandwidth utilization limitations or other Terms of Use.

Each tier or level of Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D

Business Class Data Transport Services: Ethernet Solutions ("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

TWC's provision of Ethernet Services is subject to availability.

TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

Each tier or level of a Data Transport Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.

Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "**10% Rule**" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

Long Beach Public Library,
 A Department of the City of Long Beach

Request For Proposal Number TS11-053
For
E-Rate Eligible Products and Services
Program Funding Year 15: 7/1/2012 – 6/30/2013

Applicant: Long Beach Public Library
 Billed Entity Number: 143531
 Defining Form 470: 703970000931381

Release Date: September 7, 2011
 Due Date: October 27, 2011

For additional information, please contact:
 Purchasing, 562/570-6200

See Page 7, for instructions on submitting proposals.

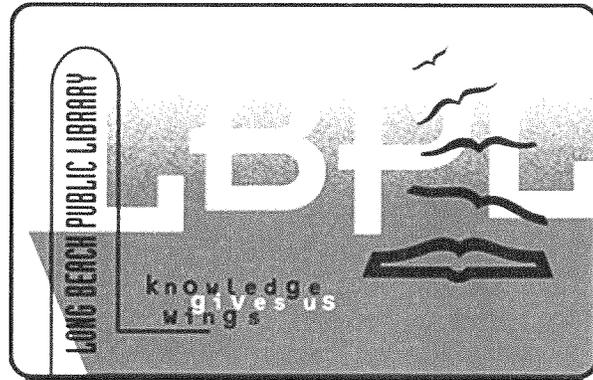
Company Name TIME WARNER CABLE Contact Person MARIA FREW
 Address 17777 Center Court Dr. City Cerritos State CA Zip 90703
 Telephone (562)677-0273 Fax (704)414-9080 Federal Tax ID No. [REDACTED]

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 10-24-11

Signed 

Print Name & Title MARIA FREW - SENIOR ACCOUNT EXECUTIVE



 **TIME WARNER CABLE**
Business Class

City of Long Beach

Application Number: 703970000931381

Entity Number: 143531

Identifier: lbl_y15_470

REQUEST FOR PROPOSAL NO TS11-053



October 22nd 2011

Long Beach Public Library

Purchasing Division

333 West Ocean Blvd. 7th Floor

Long Beach CA 90802

RE: Application Number: 703970000931381

Entity: 143531

REQUEST for Proposal No TS11-053

Dear Yvonne,

Time Warner Cable Inc. (TWC) is pleased to submit the enclosed response to a request for your Metro Ethernet Network and Dedicated Internet Services over Fiber. Our response demonstrates TWC's ability to provide network solutions that will enable Long Beach Public Library to meet its technology needs. The following pages provide detail about TWC's network solutions, network monitoring capabilities and customer support resources. An overview of the project team that will support you through the implementation of this solution is included as well.

TWC is committed to providing Long Beach Public Library with the products and services necessary to meet its current and future technology needs. TWC is one of the world's largest digital video cable and broadband Internet service providers; our 80,000 employees have considerable expertise and insight that will be instrumental in providing the correct solutions for a project of this importance.

Within this response, pricing components, requirement acknowledgements and professional services hours are provided.

Time Warner Cable's primary point of contact for Long Beach Public Library:

Maria Frew
Senior Government & Education Account Executive
17777 Center Court Drive, 8th Floor
Cerritos, CA 90703
Phone – 562-677-0273
Cell – 310-770-9518
E-Fax – 704-414-9080
Email – maria.frew@twcable.com

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

A handwritten signature in black ink, appearing to read 'Maria Frew', written over a printed name.

Maria Frew

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1. Company Background

1.1. Number of Years in Business

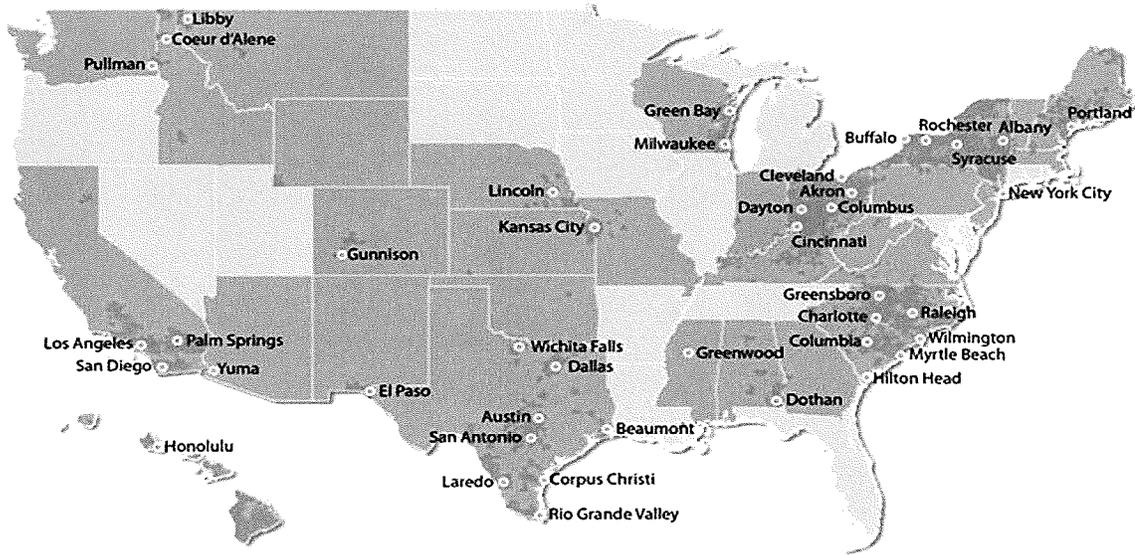
Time Warner Cable Business Class (TWCBC), a service of TWC, is the nation's leading commercial cable broadband service provider. Its suite of broadband solutions enables its customers to capitalize use of the Internet by building an essential communication medium into a strategic business tool.

Since 1998, TWCBC services have been provided to customers using a combination of fiber-optic national and regional networks throughout TWC's hybrid fiber-coaxial (HFC) infrastructure. The TWC Broadband division operates numerous Regional Data Centers. Regional corporate offices are located in Herndon, VA, Charlotte, NC and Cerritos CA. The Herndon office houses a technically sophisticated Network Operations Center, Quality Assurance networks and many engineering labs. Engineering and Support Services are located in Charlotte, NC.

1.2. About Time Warner Cable

TWC is a true pioneer in the cable industry. Today, TWC owns and manages the most advanced, best-clustered cable television operations in the country as a result of careful planning and acquisitions since its formation.

- TWC service passes more than 20 million U.S. homes, and currently serves more than 14 million customers (Who subscribes to Video, Voice and High Speed Data).
- TWC is the second largest cable operator in the U.S.
- Serving Idaho communities Coeur d'Alene and Moscow
- TWC service passes approximately 2.9 million businesses, 40,000 multiple tenant units, and 11,400 hospitals.
- TWC serves 350 major national corporations that have over 14,000 end users.
- TWC currently serves customers in the following 28 states: Alabama, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts, Michigan, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia and Wisconsin.
- TWC is the sixth largest Phone Company in the US.
- TWC employs nearly 47,000 people across the US.
- TWC's corporate offices are located in New York, NY.
- Time Warner Cable Inc. is a Delaware corporation and is the successor to the businesses of American Television and Communications Corp. and Warner Cable.
- TWC is E Rate Authorized; SPIN# **143028901**
- CTF (California Teleconnect Fund) Certified



Who is Time Warner Cable Business Class?

Time Warner Cable Business Class (TWCBC) has developed solutions suited to each business' size and operations. These solutions are made up of powerful, scalable products and services - selected because they best meet a business' needs and customized with features that have the greatest impact on productivity.

It's no secret students are attached to their phones and computers. We can help you turn broadband communications to your advantage. Technology-based learning opportunities increase classroom retention and engagement, foster academic achievement and help prepare students for the connected world.

Schools need solid technology solutions to remain effective and relevant. With TWCBC you find an affordable, scalable solution that will give students access to the skills they need succeed, and give teachers and administrators the technology infrastructure to connect schools to district offices to cost-effectively share information.

- **Access** – High-speed online access that's always on and up to 100 times faster than dial-up.*
- **Dedicated Access - Fiber for School Districts** – Choose the exact solution to fit your unique University requirements – whether it's point-to-point connectivity, point-to-multipoint connectivity, TeleWorker aggregation, Internet access or a combination.
- **E-Mail** – Offering services such as vanity e-mail (you@yourbusinessname.com). Also offering remote e-mail access from any computer with an Internet connection, a convenient service for employees who travel frequently.
- **Web Hosting** - Scalability and flexibility based on the amount of Web space your business requires.
- **Managed Security** - A fully managed security service combining all the features of a Virtual Private Network (VPN) and firewall for secure transmission and storage of sensitive data.
- **Static IP** - A permanent IP address designation for your company that remains the same regardless of any changes made to outside designations.

- **Domain Name Services** - includes fast, comprehensive searches of possible domain names you want to claim, and registers them for you.
- **Managed Storage** - Automatic, scheduled backup of all your files for safe off-site storage, with the extra advantage of secure, remote file access from any Internet-connected computer.
- **Home Business Solutions** – Providing Commercial-grade products and services for businesses such as high-speed Internet access, Web hosting, dial access, vanity e-mail (you@yourbusiness.com), and domain name services and managed remote storage.
- **Mobile Hot Spot**- Unlimited 3G/4G - An easy way to connect small groups of users to the Internet, whether they are located in your lobby or conference room. The mini hot spot device is so small, you can take the Internet - and your co-workers -- with you. Work as group outside, in a hotel meeting room, or while waiting at the airport. You don't need to rely on a costly third-party WiFi service.
- **Mobile Data Card**-Unlimited 3G/4G -Whether you're on the road or working away from your desk, a USB Data Card plugs into your laptop to quickly upload and download rich media files and videos, do video conferencing, web conferencing and more. TWCBC Mobile helps you and your employees stay productive and efficient when outside the office.

1.3. Time Warner Cable Team Members & Experience

As you can see Long Beach Public Library will be supported by an extremely seasoned local staff with over 100 years of experience in Telecom, Data, Engineering and Project Management.

As you can see Long Beach Public Library will be supported by an extremely seasoned staff with over 100 years of experience in Telecom, Data, Engineering and Project Management.

Name	Title	Specific Role
David Montierth	RVP of Time Warner Cable Business Class	Executive decisions to all aspects for the success of the Long Beach Public Library project.
Joe Leonardi	Vice President of Business Class Sales, West Region	Oversees all aspects to the success of the Long Beach Public Library project.
Alberto Algeron	Vice President of Business Class Operations	Oversees all aspects of operations to insure a successful transition to TWCBC.
Peter Yen	Director of Government & Education Sales, Time Warner Cable Business Class	Conceptual and oversight of the Long Beach Public Library project implementation.
Daniel Dunning, Ph.D.	Director of Engineering, Time Warner Cable Business Class	Conceptual and oversight of the Long Beach Public Library project engineering.
Maria Frew	Senior Account Manager of Government & Education Sales, Time Warner Cable Business Class	Oversee the Management of the Long Beach Public Library Project from beginning to end.
Jason Kokoszka	Project Manager, Time Warner Cable Business Class	Coordinates all departments to assure on track for the Long Beach Public Library project.
David Sommers	E-rate Specialist , Time Warner Cable Business Class	Will monitor and manage the Long Beach Public Library E-Rate funding.
Scott Schrock	Senior Director of Construction, Time Warner Cable	Oversees the management of all Los Angeles construction for Long Beach Library
Dianell Caamano	Director of Construction, Time Warner Cable	Oversees the management of the Long Beach Library construction teams in North Los Angeles.
Cory Hoyt	Sr. Operations Manager, Time Warner Cable Business Class	Manages daily operations; installation and technical.
Nancy Sky	Sr. Operations Manager, Time Warner Cable Business Class	Manages daily operations; customer care and billing.
David Anderson	Manager of Sales Engineering, Time Warner Cable Business Class	Manage network design and engineering of the Long Beach Public Library project.
Rafael Sanchez	Sales Engineer, Time Warner Cable Business Class	Assuring network design and engineering of the Long Beach Public Library project.

1.4. Completed school district MEN Services within 2 years

Time Warner Cable has deployed MEN Services at the following school districts.

- Oak Park Unified School District
- Palmdale School District
- Hemet School District
- Downey School District
- Hacienda School District
- LA City College
- San Jacinto School District

- Coast Community College District
- Los Alamitos School District
- Antelope Valley School District
- Los Angeles City Library
- Greendot Public School
- Alliance College Ready Public School
- City of Ontario Library
- San Bernardino Public Library
- Walnut Unified School District

The dollar value of this project is **confidential** and will not be shared by Time Warner Cable.

1.4.1. Time Warner Cable Project Design Location

Name	Product	# of Circuits	Dated	ETA and/or Completion
ACRPS	Dedicated Fiber	21	June-10	October-10
Bonita USD	Dedicated Fiber	1	June-10	July-10
Green Dot USD	Dedicated Fiber	11	February-10	June-10
Green Dot USD	Dedicated Fiber	1	February-10	June-10
La Habra City Elementary USD	Dedicated Fiber	9	October-09	January-10
LACCD	Dedicated Fiber	3	November-09	January-10
Murrieta Valley USD	Dedicated Fiber	1	June-10	August-10
Orange USD	Dedicated Fiber	41	June-10	August-10
Paramount Unified	WAN	16	February-09	August-10
Paramount Unified	Dedicated Fiber	1	February-09	August-10
San Bernardino County Library	Metro Ethernet PTP and GigE Dedicated Internet	19	Sept-10	
Saugus USD	Dedicated Fiber/WAN	13	March-10	September-10

1.5. Current school district MEN Services

NAME	Product Description	# of Circuits	Completion
**Various Cell Towers	Ethernet ITDM	**1100	July-10
4D College	Dedicated Fiber	1	December-09
Antelope Valley High School	WAN	14	October-07
Art Institute of California	Dedicated Fiber	1	November-08
Bert Corona Charter School	Dedicated Fiber	1	July-10
Bonita Unified School District	Dedicated Fiber	1	July-10
Brawerman Elementary School	Dedicated Fiber	1	June-08
Camino Nuevo Unified School District	Dedicated Fiber	1	March-10
Camino Nuevo Unified School District	WAN	3	March-10
Carl Thorp School	Dedicated Fiber	1	April-10
Cathedral High School	Dedicated Fiber	1	July-10
CENIC - Antelope Valley College	Dedicated Fiber	1	February-10
CENIC - Citrus College	Dedicated Fiber	1	January-10
CENIC - LA Mission College	Dedicated Fiber	1	November-09
CENIC - Rio Hondo	Dedicated Fiber	1	November-09
CENIC - VCOE	Dedicated Fiber	1	January-10
Centinela Valley High School	Dedicated Fiber	1	November-08
Coastline College	Fiber	1	June-09
Coastline College District	WAN	3	April-06
Compton Unified School District	WAN	23	May-10
Conejo Valley Unified School District	WAN	32	February-10
Crossroads Elementary	WAN	3	August-09
Davinci School	Dedicated Fiber	1	July-10
Downey Unified School District	Dedicated Fiber	1	March-08
Downey Unified School District	WAN	22	March-08
Fenton Charter Schools	Dedicated Fiber	1	June-09
Fontana Library	Fiber	1	March-08
Gardena Valley School District	Dedicated Fiber	1	March-07
Golden West College	Dedicated Fiber	1	August-07
Grace Brethren	Dedicated Fiber	1	July-09
Granada Hills Charter High School	Dedicated Fiber	1	August-09
Hacienda La Puente Unified School District	Dedicated Fiber	1	July-08
Harvard Westlake Middle School	Dedicated Fiber	1	September-08
Harvard Westlake Middle School	Dedicated Fiber	1	December-07

Huntington Beach Union High School District	Dedicated Fiber	1	July-10
Inner City Educational Foundation	WAN	26	July-10
LA City Library	WAN	73	December-07
La Habra City Elementary Unified School District	WAN	9	January-10
LACCD	Dedicated Fiber	3	June-10
Lake Elsinore USD	Dedicated Fiber	1	November-08
Los Alamitos Unified School District	Dedicated Fiber	1	July-07
Los Alamitos Unified School District	WAN	12	December-09
Los Angeles City College	Dedicated Fiber	1	January-10
Los Angeles Community College District NE Campus	Dedicated Fiber	1	January-10
Louisville High School	Dedicated Fiber	1	June-10
Marymount High School	Dedicated Fiber	1	August-09
Menifee Union School District	Dedicated Fiber	1	May-08
Miliken High School	Dedicated Fiber	1	August-09
Moreno Valley Unified School District	Dedicated Fiber	1	December-08
Orange Coast College	Dedicated Fiber	1	July-07
OTIS College	Dedicated Fiber	1	November-07
OTIS College	WAN	3	May-08
San Jacinto Unified School District	Dedicated Fiber	1	July-09
Sulphur Springs Unified School District	Dedicated Fiber	1	June-10
** Due to non-disclosure, TWC cannot be more specific.			

1.6. Time Warner Cable financials

Please use the following link for the most recent financial information.

<http://ir.timewarnercable.com/>

1.7. Stop notices or litigation relating to MEN Services

N/A

2. Project Plan & Methodology

Timelines

- Time Warner Cable is awarded contract Long Beach Public Library signs and returns contract
- Post Sale/Pre-construction meeting between Long Beach Public Library & Time Warner Sales/Construction Staff
- Fiber optic construction begins
- Fiber optic construction ends within 45-90 days of signed contract which can vary based on City or County permits
- CPE installation
- Circuit turn-up and testing
- Long Beach Public Library compliance and acceptance forms
- Billing commences

Network Architecture Overview -Overall TWC Transport & Infrastructure

The TWC Infrastructure has four (4) main layers. The Transit layer interconnects TWC Regional Layer ring networks with Tier 1 Internet Transit providers. The Metro layer is made up of the primary and in some cases secondary rings. These secondary rings are connected via a Distribution network to TWC customers. The Distribution Access Layer consists of Fiber (typically CWDM or Gigabit Ethernet) and/or Coax network components to deliver services to TWC customers.

The ringed transport design of the TWC network enables higher capacities, redundancy, scalability and reliability throughout the TWC regions. This infrastructure allows TWC the ability to provide carrier-class reliability and enables TWC the flexibility to seamlessly introduce new services in the Regional Ring layer.

The TWC Regional Ring networks are reliable, scalable, and redundant fiber networks that use innovative transport technologies. The networks provide resilient transport of IP and Optical services throughout the regions, using Tier 1 partners. The Regional Ring Layer of the TWC architecture is built upon Dense Wave Division Multiplexing (DWDM). The DWDM optical platform provides the infrastructure, reliability, scalability and capacity necessary that for transport, Internet, data, video, and voice services.

The intent of the design of the infrastructure is to increase connectivity and capacity among regional TWC divisions, customers, TWC's transit providers, and the Internet. The Regional Rings are deployed in six regions: California, New York, Carolinas, Midwest, Ohio, and Texas. Many other states and regions are connected to these regional ring networks.

1. Deliverables

Time Warner Cable proposes to County of San Bernardino a hybrid of services such as Business Class Ethernet and Metro-Ethernet solution for all their WAN needs. The project will be comprised of Fiber and Coax based Ethernet services. Site Services going over Coax will provide scalable 5Mbps – 15Mbps Symmetrical Ethernet Point-to-Point services. Site Services going over Fiber will provide a scalable 5Mbps – 1Gbps dedicated Symmetrical Ethernet Point-to-Point. For Inter-node connections, Metro-Ethernet solution will be available to provide a scalable 100Mbps – 10Gbps dedicated Ethernet connection to interconnect the nodes.

Time Warner Cable also proposes IP Internet access with BGP peering. Speeds will consist of a scalable 500Mbps – 10Gbps dedicated Internet access.

TIME WARNER CABLE
Business Class

Ethernet over Fiber Solutions...

“Truly scalable designs free of legacy constraints”

Traditional Telco Network
Voice-oriented connectivity

The diagram shows a traditional Telco network architecture. It starts with an Ethernet/LAN on the left, connected to Routers. These routers connect to CSU/DSUs, which then connect to a Copper Local Loop. This loop leads into the Telco Central Office, which contains ATM switches, MUX (Multiplexers), and SONEt (Synchronous Optical Network) equipment. The path then goes back through another Copper Local Loop, CSU/DSUs, and Routers to an Ethernet/LAN on the right.

TWC Business Class Fiber over Ethernet Network
Gigabit Connectivity
Optical Gigabit Ethernet throughout

The diagram shows a TWC Business Class network architecture. It starts with an Ethernet/LAN on the left, connected to a Managed Switch/Router. This connects to a GB MAN/WAN Router, which then connects to an IP Network cloud. The path continues through another GB MAN/WAN Router and a Managed Switch/Router to an Ethernet/LAN on the right.

All information is confidential and proprietary

DATA	
SECURITY	STORAGE
VIDEO	

3. Narrative Network Design

3.1. Narrative Network Design

Location	Address
Main Library	101 Pacific Avenue, Long Beach CA 90822
Bay Shore Neighborhood	195 Bay Shore Avenue, Long Beach CA 90803
Dana Neighborhood	3680 Atlantic Avenue, Long Beach CA 90807
Los Altos Neighborhood	5614 E. Britton Drive, Long Beach CA 90815
Alamitos Neighborhood	1836 E. Third Street, Long Beach CA 90802
Brewitt Neighborhood	4036 E. Anaheim Street, Long Beach CA 90804
Mark Twain Neighborhood	1401 E. Anaheim Street, Long Beach CA 90813
Ruth Bach Neighborhood	4055 Bellflower Blvd, Long Beach CA 90808
Burnett Neighborhood	560 E. Hill Street, Long Beach CA 90806
Bret Hart Neighborhood	1595 W. Willow Street, Long Beach CA 90810
North 11 Neighborhood	5571 Orange Avenue, Long Beach CA 90805
El Dorado Neighborhood	2900 Studebaker Road, Long Beach CA 90815

3.3 Network Diagram

See Network Diagram Tab.

4. Other

4.1. Time Warner Cable Supports Education

Link:

<http://www.timewarner.com/corp/newsroom/pr/0,20812,1622008,00.html>

4.2. Time Warner Cable Supports the Community

Link:

http://www.timewarner.com/corp/citizenship/community/community_involvement/index.html

5. Response to Requirements

If awarded the contract, Time Warner Cable understands and agrees to all E-Rate requirements and the needs of the Long Beach Public Library, including

- 1) All sites will have a minimum capable data connection to the Long Beach Public Library Office of 10Mb x 10Mb Metro Ethernet Fiber Point to Multipoint for all 11 sites, full duplex capability.
- 2) The Dedicated Internet service will have an option of 60Mb x 60Mb installed at the following site:
 - Dana Neighborhood 3680 Atlantic Avenue, Long Beach CA 90807
 - North 11 Neighborhood 5571 Orange Avenue, Long Beach CA 90805
 - Ruth Bach Neighborhood 4055 Bellflower Blvd, Long Beach CA 90808
 - El Dorado Neighborhood 2900 Studebaker Road, Long Beach CA 90815
- 3) TWC is responsible to obtain all necessary right of ways necessary to this project.
- 4) TWC will guarantee a 4-hour response time on all network outages.
- 5) The minimum of a three (3) year contract shall be provided. Future contracts and/or renewals will be at the discretion of the Long Beach Public Library.

Scope of Project

1. We have provided the monthly (ongoing) cost for the project (see pricing schedule) and there will be no installation cost (one time) to Long Beach Public Library.
2. Network outage re-service should be coordinated with Long Beach Public Library technical staff.
3. An uptime guarantee should be coordinated with Long Beach Public Library technical staff.
4. An uptime guarantee of 99.97% or better shall be provided.
5. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
6. All equipment necessary to provide this connectivity shall be provided by TWC.
7. All TWC equipment installed shall be under repair maintenance at no cost to Long Beach Public Library for the life of the contract agreement.
8. The project is 100% contingent on receipt of an approved Funding Commitment.
9. Decision Letter (FCDL) from USAC.
10. TWC has provided (3) references consisting of similar work and scope. (See section References)
11. TWC acknowledges Long Beach Public Library will consider pricing as well as vendor capability to meet the service needs of Long Beach Public Library. TWC acknowledges that although there are many areas of consideration, cost is weighed as the greatest factor.

6. Additional TWC Service Info:

MAJOR AND MINOR FAILURES

For purposes of this bid, a major failure is defined as a total disruption of service to any component of a given Metro Ethernet connection.

The vendor shall provide maintenance support, which guarantees four-hour on-site response time on all major system outages (during the hours of 8am to 5pm). The elapsed time for the above response time stipulation will be considered to be the interval between the actual placing of a call for service by Long Beach Public Library to the vendor's maintenance center, and the time the service is fully restored to normal operation (via remote dial-in or on-site presence).

ESCALATION

Resolution Threshold Escalation Schedule					
	Severity 0	Severity 1	Severity 2	Severity 3	Severity 4
Updates Required	<i>Constant</i>	<i>2 hours</i>	<i>4 hours</i>	<i>4 business hours</i>	<i>8 business hours</i>
Resolution Required	<i>ASAP</i>	<i>4 hours</i>	<i>8 hours</i>	<i>8 business hours</i>	<i>24 business hours</i>
1st Notification (RDC Mgr)	Immediate	Discretion of Engineer, however text notification will be delivered at the 2 hour marker	Discretion of Engineer, however text notification will be delivered at the 4 hour marker	Discretion of Engineer, however text notification will be delivered at the 4 business hour marker	Discretion of Engineer, however text notification will be delivered at the 8 business hour marker
2nd Notification (Operations Engineering)	Immediate	3 hours	6 hours	8 business hours	24 business hours
3rd Notification (Operations Engineering)	Immediate	Discretion of Engineer, however Operations Engineering will be pulled in at the 3 rd notification marker	Discretion of Engineer, however Operations Engineering will be pulled in at the 3 rd notification marker		
4th Notification (RVP)	Immediate	4 hours	8 hours	16 business hours	48 business hours
5th Notification (GVP)	Immediate	8 hours	16 hours	32 business hours	96 business hours

Priority Level	Criteria	Response Timeframe	MTRR Goal	Minimum Ticket Update
Severity (Sev) 0	Extraordinary impact – catastrophic service outages affecting multiple customers	20 minutes to respond to customer with ticket #	ASAP (4 hours max.)	Constantly as milestones are met
Sev 1	Critical impact – Complete outage affecting multiple customers	20 minutes to respond to customer with ticket #	4 hours	Every 2 hours
Sev 2	High impact – Partial outage affecting multiple customers	1 hour	8 hours	Every 4 hours
Sev 3	Medium impact – Degraded service affecting multiple customers	2 hours	8 business hours	Every 4 business hours
Sev 4	Low impact – No direct user impact	1 business day	24 business hours	Every 8 business hours
Sev 5	Unknown impact – No supporting data to determine scope of impact	2 hours to identify supporting data or close ticket	2 hours	Every hour

7. Appendix A – Service Level Agreement

7.1. Service Level Agreement

This appendix contains the Service Level Agreement (SLA) that define the performance criteria and performance objectives to which Time Warner Cable and TWC Business Class will be held accountable for the Dedicated Access service. The purpose of the SLA is to convey a sense of quality for the Dedicated Access product to the customer and affirm commitment for the product.

7.2 Network Latency

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second). Latency is measured on a local-metro-divisional basis and regional basis.

No SLA is offered for IP packets traversing the public Internet. (Defined as the RRCS Headend router interface connecting to the Tier 1 provider, ADTN or Level3, and beyond). For Internet Access, the TW Cable/TWC network is an extension of the public Internet.

RRCS will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period.

A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month.

Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding

- Latency
 - Metro
 - 40 ms
 - Inter-Regional
 - 60 ms

on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

Network Latency will apply to both Internet Access and Private Line within the Divisional Ring architecture.

7.3 End-to-End Network Availability

End-to-End Network Availability is defined as the total number of minutes in a billing month during which a TWC Commercial Services Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the router connecting TWC Commercial Services to the Tier 1 provider, divided by the total number of minutes in a billing month expressed as a percentage. A billing month has 43,200 minutes.

End-to-End Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month.

End-to-End Network Availability covering Type 1 (On-Net) access is 99.95% that translates to 21.6 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services.

The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with TWC Commercial Services CSC and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s).

Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding

- Metro
 - 99.97%
- Intra-Regional
 - 99.97%
- Inter-Regional
 - 99.97%

Availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance. Availability will apply to both Internet Access and Private Line within the Divisional Ring architecture and Regional Ring architecture.

7.4 Packet Loss

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other.

Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point.

Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding

- Metro
 - .1%
- Intra-Regional
 - .15%
- Inter-Regional
 - .2%

Packet Loss on average between Time Warner Hubs to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

7.5 Credits

Credits will be issued to customers from the billing agent (Division) who have opened trouble tickets with the CSC and are found to have valid claims for a non-compliant SLA. Credits will be issued for each four (4) hour block of time the service was not in compliance. For example, a \$5,000 a month service is out of SLA compliance for four hours. Each month is considered for Credits to have 30 days. Therefore, the month has 720 hours. Each hour is worth \$6.94. Therefore, a four hour outage is eligible for a \$27.76 credit.

For clarification a five (5) hour outage qualifies for two (2) four (4) hour blocks. Using the example above a five (5) hour outage would yield a credit of \$55.52. Similarly, a nine (9) hour outage would yield a credit of \$83.28 or three (3) four hour blocks at \$27.76 each.

7.6 Routine Network Maintenance

TWC/RR will perform Routine Network Maintenance for backbone improvements and preventive maintenance. TWC/RR will provide ten (10) days notice of all routine maintenance to the customer's designated point of contact. For urgent maintenance, TWC/RR shall notify the customer as soon as is commercially practical under the circumstances. Loss, damages, or degradation of services incurred by such an outage will not be applicable for compensation.

7.6.1 Routine Maintenance Windows

TWC/RR maintenance can be classified into two distinct categories: Routine Network Maintenance and Routine IT Maintenance.

8. References



Proposed Services

Time Warner Cable Business Class is proposing an Ethernet virtual private line solution. This solution will provide dedicated connections from the primary library to all the remote locations. EVPL is built in a hub-and-spoke design with the central library at the center. This service supports a well-defined service level agreement. In addition, the service is MEF compliant making it an industry standard and easy to integrate.

How Services are Delivered

Using a layer 2 edge with an MPLS based core makes packet switching efficient. Each site is delivered on a one Gigabit capable device with the committed information rate to match the contracted speed. A layer 2 switch is used with handoff options of Copper (RJ45), MM Fiber or SM Fiber. The service will support the use of customer VLANs; this will be accomplished by using Q-in-Q VLAN tagging. The CPE devices will be monitored by our support center via SNMP Traps.

Customer Premises Equipment (CPE) Specifications

Time Warner Cable Business Class uses the Adva FSP 150CC-825 device for dedicated access over fiber services. This device is used on-net and supported fully by Time Warner Cable Business Class.

Some key benefits:

- Optimized for MEF-certifiable business Ethernet and Internet access services with advanced service intelligence for integrated service delivery.
- MEF-certified UNI implementation with hierarchical traffic management for advanced service definition and low-latency forwarding.
- Redundant power supplies match requirements for highest service availability.

Environmental Specs

- Dimensions: 1U compact chassis, 439mm x 43mm x 269mm / 17.3" x 1.7" x 10.6" (W x H x D), ETSI-compliant
- Operating temperature: 0 to +50°C
- Storage temperature: -40 to +70°C (GR-63-CORE)
- Humidity: 5 to 95%, B1 (non-condensing)
- Modular AC-PSU: 90 to 264VAC (47 to 63Hz) with over-voltage and over-current protection
- Modular DC-PSU: -36 to -72VDC or +18 to +30VDC with over-voltage and over-current protection
- Maximum power consumption: 25 Watts

Time Warner Cable Business Class

Ethernet and Dedicated Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for the Ethernet and Dedicated Internet Access fiber based Services (each, a "Service"). All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

I. SLA Targets:

Service	Availability	MTTR	Latency	Packet Loss	Jitter
DIA / Ethernet (Metro and Regional Services)	End to End: 99.97% (On-Net Circuit)	Restore: Priority 1 Outage within 4 hours	50ms (Round Trip)	<0.1%	N/A

II. Priority Classification:

TWC will classify Service Disruptions (as defined below) as follows:

Priority	Criteria
Priority 1	a. Total loss of Service ("Priority 1 Outage") b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	Degraded Service 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. b. A single non-circuit specific quality of Service inquiry.

* Customer must open a trouble ticket with TWC to report a Service Disruption and establish the beginning of such Service Disruption.

III. Network Availability

A "Service Disruption" is defined as a disruption or degradation that interferes with the ability of a TWC network hub to (i) transmit and receive network traffic on a Customer's dedicated access port; and (ii) exchange network traffic with another TWC network hub. Service Disruptions include Priority 1 Outages. Service Disruptions exclude planned outages, routine maintenance, service problems resulting from acts or omissions of Customer, Customer equipment failures, and a Force Majeure Event.

"Network Availability" is calculated as the total number of minutes the circuit is up (other than a Priority 1 outage) in a calendar month for a specific Customer connection, divided by the total number of minutes in a calendar month.

Commitment:

TWC's monthly Network Availability Target is 99.97%.

The following table contains examples of the percentage of Network Availability translated into minutes of up time and downtime for the 99.97% Network Availability target:

Percentage by Days Per Month	Total Minutes / Month	Minutes Up	Minutes Down
99.97% for 31 Days	44,640	44,626	14
99.97% for 30 Days	43,200	43,187	13
99.97% for 29 Days	41,760	41,747	13
99.97% for 28 Days	40,320	40,307	13

IV. Latency

Latency is the average roundtrip network delay, measured every 5 minutes, to adequately determine a consistent average monthly performance level for latency at the relevant TWC Hub/POP. The Roundtrip Delay is expressed in milliseconds (ms). The observation period is one calendar month. For DIA, TWC measures latency using a standard 64byte ping from Customer premise device to the TWC Internet access router in a round trip fashion. For Ethernet, TWC measures latency using a standard 64byte ping from Customer premise device between site A and site Z.

Latency is calculated as follows:

$$\text{Latency} = \text{Sum} \frac{\text{Roundtrip Delay for relevant Hub-Hub connections}}{\text{Total \# of relevant Hub-Hub connections}}$$

V. Packet Loss

Packet Loss is defined as the average number of packets that are not successfully received. Packet Loss is the average ratio of total packets that are sent compared to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point (network edge to network edge).

Packet Loss is calculated as follows:

$$\text{Packet Loss (\%)} = 100 (\%) - \text{Packet Delivery (\%)}$$

VI. Mean Time To Restore ("MTTR")

The Mean Time To Restore ("MTTR") measurement for a Service is the cumulative length of time it takes to restore service for Priority 1 Outage for a specific connection in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that connection.

MTTR per calendar month is calculated for as follows:

Cumulative length of response time to Priority 1 Outage(s) per connection

Total number of Priority 1 Outage trouble tickets per connection

VII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. TWC will use reasonable efforts to provide ten (10) business days notice via email of all routine maintenance to the Customer's designated point of contact. This notification will inform the Customer of the approximate time, duration and reason for the network maintenance. For urgent maintenance, TWC shall notify the Customer as soon as is commercially practical under the circumstances, which may be after the maintenance is performed.

Maintenance Windows:

Routine maintenance is typically performed during the following maintenance windows:

Monday – Friday 12 a.m. – 6 a.m. Local Time

Service Level Agreement

This document contains the Service Level Agreement (SLA) that defines the performance criteria and performance objectives to which Time Warner Cable will be held accountable for the Dedicated Access service.

Network Latency

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second). Latency is measured on a local-metro-divisional basis, regional basis or inter-regional basis. No SLA is offered for IP packets traversing the public Internet (Defined as the TWC router interface connecting to the public Internet peers and beyond). TWC will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period. A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month. Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by the CSIP Portal. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with CSIP measurements exceeding the levels specified in Table 2 below for non-standard performance (See Table 2). The customer must open a trouble ticket with the Commercial Technical Assistance Center (CTAC) in order to qualify for the credits issued for a non-compliant SLA performance.

- **Local Network Latency**

Local Network Latency is defined as the end-to-end roundtrip delay between the customer demarcation point (media converter or CPE switch) connected to the fiber optic local loop to the serving Distribution Hub and either: 1) for Dedicated Internet Access; the Internet facing router or, 2) for Metro Ethernet Services; the customer demarcation point (media converter or CPE switch) connected to the fiber optic local loop to the serving Distribution Hub at the other end of the Private Line circuit within the Division.

- **Regional Network Latency**

Regional Network Latency is defined as the end-to-end roundtrip delay between the customer demarcation point (media converter or CPE switch) attached to the fiber optic local loop terminating in the local serving Distribution Hub within the first Division, and across the Regional Ring to the destination Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter or CPE switch) at the other end of the Private Line circuit within the second Division.

- **Inter-Regional Network Latency**

Inter-Regional Network Latency is defined as the end-to-end roundtrip delay between the customer demarcation point (media converter or CPE switch) attached to the fiber optic local loop terminating in the local serving Distribution Hub within the first Division, and across the TWC Backbone to the destination Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter or CPE switch) at the other end of the Private Line circuit within the second Division.

End-to-End Network Availability

End-to-End Network Availability is defined as the total number of minutes in a billing month during which a TWC Business Services Dedicated Internet Access (DIA) or Metro Ethernet Solution (MES) Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the TWC Business Services router interface connecting to public Internet peers and beyond, divided by the total number of minutes in a billing month expressed as a percentage. A billing month has 43,200 minutes. End-to-End Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month. End-to-End Network Availability covering Type 1 (On-Net) access is 99.97% that translates to 13 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services. The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with the CTAC, and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s). Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the CSIP Portal. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with CSIP measurements less than 99.97% availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the CTAC in order to qualify for the credits issued for a non-compliant SLA performance.

Packet Loss

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other. Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point. Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by the CSIP Portal. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with CSIP measurements exceeding the level specified below for non-standard performance (see Table 2). The customer must open a trouble ticket with the CTAC in order to qualify for the credits issued for a non-compliant SLA performance.

Credits

Credits will be issued to customers who have opened trouble tickets with the CTAC and are found to have valid claims for a non-compliant SLA. Credits will be issued for each four (4) hour block of time the service was not in compliance. Credit Amount = $MRC \div 720hr \times 4$ [per 4 hour block]. For example, a \$5,000 a month service is out of SLA compliance for four hours. Each month is considered for Credits to have 30 days. Therefore, the month has 720 hours. Each hour is worth \$6.94. Therefore, a four hour outage is eligible for a \$27.76 credit. For clarification a five (5) hour outage qualifies for two (2) four (4) hour blocks. Using the example above a five (5) hour outage would yield a credit of \$55.52. Similarly, a nine (9) hour outage would yield a credit of \$83.28 or three (3) four hour blocks at \$27.76 each. For purposes of computing credits, service problems or outages do not include problems that are caused by force majeure events (as defined in the Agreement), or scheduled outages performed as set forth below. In no event shall credits awarded for any month exceeding the monthly recurring charges received by TWC for such month of service and Customer shall not be eligible for credits exceeding four (4) months of the monthly recurring charges during any calendar year.

Routine Network Maintenance

TWC will perform Routine Network Maintenance for improvements and preventive maintenance. TWC will provide ten (10) business days notice of all routine maintenance to the customer's designated point of contact. For urgent maintenance, TWC shall notify the customer as soon as is commercially practical under the circumstances. Loss, damages, or degradation of services incurred by such an outage will not be applicable for compensation. Routine Network Maintenance will occur on a Tuesday, Wednesday or Thursday, from 12:01 AM to 5:00 AM local time with respect to the affected site. If multiple sites in different time zones are going to be affected by a single maintenance, TWC will determine the start time of this maintenance on an individual case basis in order to minimize the customer impact. If Routine Network Maintenance is necessary during these specified times, affected customers will be notified via email with a "Planned Maintenance Notification". This notification will inform the customer of the exact time, duration and reason for the network maintenance. While the specified window is 5 hours in length, it is rare that a given maintenance would require use of this entire window.

Reporting Trouble Tickets

Customers may notify the CTAC via telephone or email 24 hours a day 365 days a year.

Prioritization and Escalation Guidelines

Upon opening a trouble ticket, the CTAC will initiate and manage problem escalation with the customer's designated point of contact and will coordinate with all appropriate parties for complete fault isolation and remediation. TWC priority levels and escalation procedures are presented below (See Table 1).

TABLE 1- Priority Levels

Priority Level	Description
Critical	Service is completely unusable or inoperative, causing critical impact on the customer's business.
High	Serious network problems. Network is operating, but at reduced functionality or performance. Customer is impacted, but can continue without grave consequences.
Medium	Non-critical problems that do not significantly impact the core network operation or the customer's business. Includes minor performance degradations.
Low	Minor service function is unavailable.

TABLE 2- SLA Levels

<u>Local</u>	<u>Regional</u>	<u>Inter-Regional</u>
99.97% Availability	99.97% Availability	99.97% Availability
40 ms Latency	50 ms Latency	60 ms Latency
0.10% Packet Loss	0.15% Packet Loss	0.20% Packet Loss

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TWC PROPRIETARY & CONFIDENTIAL

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

Street: 17777 Center Court Drive, 8th Floor
 City: Cerritos
 State: CA
 Zip Code: 90703

Contact: Maria Frew
 Phone: 562-677-0273
 Cell Phone: 310-770-9518
 Fax: 704-414-9080

Customer Information

Customer Name (Exact Legal Name): **Account Number** **Federal Tax ID**
 City of Long Beach

Billing Address:
 333 West Ocean Blvd. 7th Floor
 Long Beach CA 90802

Billing Contact Name: **Phone** **Fax**

Authorized Contact **Phone** **Fax**

Agreement

THIS SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. 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 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

Authorized Signature for Customer

By: _____
 Name (printed): JR LEONARDI
 Title: VP Sales
 Date: 10/25/2011

By: _____
 Name (printed): _____
 Title: _____
 Date: _____

Business Class Customer Service Order

Account Executive: Maria Frew
 Phone: 562-677-0273
 Toll Phone: 310-770-9518
 Fax: 704-414-9080
 Email: maria.frew@twcable.com

Customer Information City of Long Beach		
Business Name City of Long Beach		Customer Type: Government Library
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address 333 West Ocean Blvd 7 th Floor Long Beach CA 90802		Account Number
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Technical Contact	Technical Contact Phone	Technical Contact Email Address

PRI Trunk Service Order Information					
Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information				
Site Name	Address Location	Location Type	Service Description / Bandwidth (List all Services for Each Location)	Customer Requested Due Date
See List	See List			TBD

Service Category	Monthly Recurring Charges	Non-Recurring Charges	Initial Order Term
10Mb x 10Mb Metro Ethernet Point to Point	\$14580	\$0.00	36 months
60Mb x 60Mb Dedicated Internet Service over Fiber	\$2100	\$0.00	36 months
	\$	\$	36 months
	\$	\$	
	\$	\$	
*Gross Total	\$16680	\$0.00	36 months
Less E-Rate Discount	%	(\$)	
Less CTF Discount	%	(\$)	
*Net Total	\$		

Special Terms

12 months
 Metro Ethernet PTP – 10M x 10M for each site
 Dedicated Internet Service – 60Mb x 60Mb over Fiber

With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "Discounts"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.

If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer.

Notwithstanding anything to the contrary at Section 11 of the Terms and Conditions, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

Main Library	101 Pacific Avenue, Long Beach CA 90822
Bay Shore Neighborhood	195 Bay Shore Avenue, Long Beach CA 90803
Dana Neighborhood	3680 Atlantic Avenue, Long Beach CA 90807
Los Altos Neighborhood	5614 E. Britton Drive, Long Beach CA 90815
Alamitos Neighborhood	1836 E. Third Street, Long Beach CA 90802
Brewitt Neighborhood	4036 E. Anaheim Street, Long Beach CA 90804
Ruth Bach Neighborhood	4055 Bellflower Blvd, Long Beach CA 90808
Burnett Neighborhood	560 E. Hill Street, Long Beach CA 90806
Bret Hart Neighborhood	1595 W. Willow Street, Long Beach CA 90810
North 11 Neighborhood	5571 Orange Avenue, Long Beach CA 90805
El Dorado Neighborhood	2900 Studebaker Road, Long Beach CA 90815

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then- current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

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

JR LEONARD / VP Sales

 Printed Name and Title

10/25/2011

 Date Signed

 Authorized Signature for Customer

 Printed Name and Title

 Date Signed

**Time Warner Cable Business Class
Terms and Conditions**

1.0 AGREEMENT.

These Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**"), and any Time Warner Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, ("**Service Agreement**") and constitute the "**Master Agreement**" by and between Customer and TWC (collectively, the "**Parties**" or each individually a "**Party**") for the services specified on Service Orders ("**Services**"). The attachments to these Terms and Conditions ("**Attachments**") further describe TWC's services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service. "**TWC**" means the Time Warner Cable Inc.-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS.

2.1 Subject to the terms and conditions of the Master Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at its own discretion, utilize one or more of its affiliates or third parties to deliver the Services ("**Third Party Services**"). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services hereunder by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "**Service Order**" hereunder and shall be deemed incorporated into the Master Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION.

Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Services will be provided, or who shall use the Service (each, an "**End User**"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services hereunder. In addition, Customer will provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (ii) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Services and TWC Equipment with Customer's or an End User's equipment will be performed by Customer unless otherwise agreed in writing between the Parties. With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "**Discounts**"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.

4.0 SUPPORT & MAINTENANCE.

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, "**TWC Equipment**") on TWC's side of the demarcation points used by TWC to provide the Service. Notwithstanding any contrary provision set forth in the Master Agreement, equipment

and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS.

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement and any applicable Terms of Use (which are incorporated herein by this reference). "**Terms of Use**" means all applicable Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, www.twcbc.com/legal, as may be modified from time to time by TWC, in its sole discretion. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM.

The Master Agreement shall commence on the date of the last signature on the Service Agreement (the "**Effective Date**") and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "**Term**"). The term for the applicable Service shall be set forth in the Service Order ("**Initial Order Term**") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("**Renewal Order Term**", collectively with Initial Order Term, "**Order Term**"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT.

For each Service, Customer agrees to pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "**Service Charges**") as set forth on the Service Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing on the invoice. If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer. TWC will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a standard late fee for any amounts which are not paid when due, which amount shall not exceed one percent of the monthly Service Charges or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES.

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer the amount of any state or local fees, charges or taxes arising as

a result of this Agreement that are imposed on TWC or TWC's services, or measured on TWC's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall be responsible for providing TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

9.1 TWC's Proprietary Rights. All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer herein are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Agreement.

9.3 Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of the Terms of Use. TWC will notify Customer of any material adverse change to the Terms of Use or Service descriptions by posting such modified Terms and Conditions (including the Terms of Use) or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or the Terms of Use and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, that portion of the Service Order relating to the affected Service.

11.0 TERMINATION.

Either Party may terminate a Service Order; (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period; or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of the Master Agreement or the Terms of Use, TWC may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use

commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, TWC may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of the Master Agreement and the Service Order(s) hereunder: (i) TWC's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (iv) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by TWC for any reason set forth in Section 11(a) or 11(b) above, Customer shall promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term. Notwithstanding the foregoing, Customer or TWC may immediately terminate the applicable Service Order without penalty if after entering into such Service Order, TWC conducts a site survey and learns that the construction costs will require a material increase in the Service Charges. The foregoing shall be in addition to any other rights and remedies that TWC may have under the Master Agreement or at law or equity.

Notwithstanding the foregoing, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

12.0 INDEMNIFICATION.

Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D; or (d) breach of the terms governing any use of music services provided as part of the Service.

13.0 DISCLAIMER OF WARRANTY.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY.

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Notice, and, if applicable, in TWC's tariff, which are incorporated herein by reference. The Subscriber Privacy Notice is available at www.twcbc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with TWC's Subscriber Privacy Notice or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations; or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE.

Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.

In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 The Master Agreement, its Attachments and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT.

The Master Agreement, including without limitation all attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE.

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS.

As between the Parties, TWC will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in the Master Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

21.0 ARBITRATION.

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 MISCELLANEOUS.

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of California. In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent. Excluding any third party claims, claims under the Master Agreement must be initiated not later than two (2) years after the claim arose. There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors. Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Inc., 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 17.1, 18, 19, 21 and 22 and the Attachments shall survive the termination or expiration of the Master Agreement. The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A

Business Class Cable TV Service ("Cable TV Service")

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

The monthly service charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Business Class Phone Service and Business Class PRI Service (collectively, "Voice Services")

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("PRI") connection to Customer's private branch exchange ("PBX") or other equipment facilities and services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

- Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the integrated access device ("IAD") used to provide the Business Class PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.
- The location and address associated with the Voice Service will be the address identified on the Service Order. Customer is not permitted to move TWC Equipment from the location and address in which it has been installed or to access the Voice Service from a remote location. If Customer's network enables access to the Voice Service from a remote location or moves a voice-enabled cable modem or IAD to an address different than that identified on the Service Order, calls from such modem or IAD to 911 will appear to 911 emergency service operators to be coming from the address identified on the Service Order and not the remote location or new address. Customer consents to TWC's disclosure of Customer's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom Customer calls so that calls may be completed.
- Pursuant to 47 C.F.R. § 9.5(e), Customer shall specifically advise every end user of the Voice Service prominently and in the language provided below, of the circumstances under which E911 service may not be available.

Business Class voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("E911") services may not be available.

The Master Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new address or accessing the Service from a remote location. If this equipment is moved to another location or the Service is accessed from a remote location, E9-1-1 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Service Order will be provided to emergency operators for all emergency calls made from the telephone numbers associated with the Service Order. To obtain service at another location you must call Time Warner Cable.

- Customer shall obtain and keep a record of affirmative acknowledgement by every end user of the Voice Service of having received and understood the above advisory. Customer shall also distribute to all end users of the Voice Services labels/stickers to be supplied by TWC and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the service.
- Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.
- Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services").
- Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

- TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
- Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.
- Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Time Warner Cable Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose CPNI when required by applicable law. TWC may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentation of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("**Calling Detail Preauthorization Plan**"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail, including CPNI, that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

- In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

Attachment C

Business Class National Teleworker Service, Branch Office Connectivity Service, Broadband High Speed Data, Wideband Internet and Dedicated Internet Access (collectively, "Data Services")

National Teleworker Service ("NTW Service"): If Customer selects to receive the NTW Service, TWC shall provide connectivity to a single personal computer ("PC") via a cable modem at the residential location of the limited number of Customer employees set forth on a Service Order to connect such employees' PCs to the Customer's data network. Each PC connection may be used by one Customer employee at a time solely for Customer's internal business purposes.

Branch Office Connectivity Service ("BOC Service"): If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the BOC Service, provided that use does not exceed the standard bandwidth provided by TWC.

Broadband High Speed Data and Wideband Internet ("HSD Service"): If Customer selects to receive the HSD Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the HSD Service, provided that use does not exceed the standard bandwidth provided by TWC.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer's use of the Data Services is subject to the following additional terms and conditions:

TWC's provision of any Data Service is subject to availability.

TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement, any bandwidth utilization limitations or other Terms of Use.

Each tier or level of Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D

Business Class Data Transport Services: Ethernet Solutions ("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

TWC's provision of Ethernet Services is subject to availability.

TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

Each tier or level of a Data Transport Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.

Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "**10% Rule**" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment A

**CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES _____ NO _____

AUTHORIZED SIGNATURE AND DATE

PRINTED NAME AND TITLE

COMPANY NAME

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM*

*This Exception Chart is a necessary component of Vendor's response to RFP # TS11-053 (the "RFP"). To the extent that any provision in the RFP, including the proposed terms and conditions set forth at Attachment G (collectively the "Contract"), conflicts with the provisions set forth in this Exception Chart, are more broad than the provisions set forth in this Exception Chart, or would impose additional obligation or liability beyond the provisions set forth in this Exception Chart, then the provisions set forth in this Exception Chart shall control, govern, and replace such conflicting provisions.

ITEM	RFP PAGE NUMBER	RFP SECTION NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
1	Pg. 3	Section 1 (E-Rate Compliance, generally)	<p>SLD Funding Condition: Commencement of Vendor work may start prior to July 1 if installation needs to take place in order for services to commence on July 1, subject to E-Rate program terms and conditions related to installation costs for Priority 1 services (see http://www.usac.org/sl/applicants/step06/priority-1-components-timeline-installation.aspx). Vendor reserves the right to modify the scope of or terminate the Contract based on the funding level approved by the SLD and will notify City of any changes in writing. City shall appropriately identify all ineligible equipment and services and comply with E-rate rules and procedures regarding cost allocation and subtraction of the value of ineligible equipment and services on the Form 471.</p> <p>Use of E-Rate Funds: To the extent that City uses federal "E-Rate" Program "Discount" funds to pay any portion of the Service Charges, City will file all applicable forms and certifications by required deadlines and otherwise make every effort to accurately</p>

ITEM	RFP PAGE NUMBER	RFP SECTION NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
			<p>complete forms and comply with all E-Rate rules, regulations, and procedures, including but not limited to technology plan and Children's Internet Protection Act (CIPA) requirements. City shall collaborate with Vendor in writing the Form 471 Item 21 Attachment and shall allow Vendor to review the Form 471 prior to filing it with USAC. City shall provide Vendor with a copy of the filed Form 471 and Item 21 Attachment. During the PIA review, City shall respond to any and all questions and requests for information in a complete and timely manner so as not to delay the funding commitment decision or risk being denied funding. City shall file Form 486 in a timely manner following receipt of the Funding Commitment Decision Letter and delivery of service by Vendor, and if applicable, the Form 472 (BEAR), but in no circumstances after E-Rate program filing deadlines. To the extent that funding of the amount of E-Rate Discounts necessary to fulfill the terms of this contract is reduced, denied, eliminated, or otherwise not available from the SLD, City shall promptly notify Vendor of the SLD's determination. If the entire requested discount amount is denied or if the approved discount amount is less than the amount needed to pay Vendor in full in accordance with this contract due to the SLD's determination that City or its consultants failed to comply with E-Rate rules and regulations, City shall use its best efforts to reinstate all applicable discount amounts or find another source of funds to ensure that Vendor receives the total contracted service charges. In such event, this Contract shall remain in full force and effect and City shall be liable for all contracted service charges. Vendor shall continue to provide the Services, but may, in its sole discretion, reduce or modify the contracted Services provided to City to account for the discrepancy in E-Rate funding. To the extent that denial or reduction of funding is due to the SLD's determination that Vendor failed to comply with E-Rate rules and regulations, Vendor will make every effort to restore the discount amounts through appeal procedures. In such event, this Contract shall remain in full force and effect and City shall continue to pay Vendor for its portion of the Service Charges that would have been due without the Discount, plus applicable taxes and fees. Vendor shall continue to provide the Services, but will consult with City to reduce or modify the contracted Services provided to City to account for the decreased amount being paid for the Services.</p> <p>Special construction costs shall not be amortized as part of the MRC. To the extent that the E-Rate rule regarding Amortization of Capital Investment Costs applies to any work performed by Vendor pursuant to this Contract, City shall agree to a construction/installation schedule that conforms to the prorated cost schedule required by the rule (i.e., if the total upfront or nonrecurring cost is \$500,000 or more, the total charge must be prorated evenly over a period of at least three years and applicants may not seek to recover more than one third of the total charges in any one funding year). In no event will Vendor construct or install equipment or make any capital investment in a year prior to when the rule allows City to apply for funding for the charges associated with such equipment or investment; provided, however, if the City requires that installation is to occur in a time frame shorter than what is called for by the proper application of the amortization rule, City shall be liable for payment of the total charges associated with the installation, construction and provision of services not otherwise funded as a result. If in any year Vendor performs work to which the amortization rule applies and City fails to apply for funding to recover the associated portion of the total charges, or if the SLD denies or reduces the required amount of funding for that year's portion of the total charges due to City's failure to comply with E-Rate rules and regulations, City shall be liable for payment for the total charges associated with the work performed in that year.</p> <p>NTP before E-Rate Funding and Rebates: Vendor reserves the right to reduce the scope and contract award if SLD funding is reduced, and/or if the SLD funds are issued after July 1 of the applicable funding year. If City pays Vendor in full for services rendered after City issues the NTP but before the SLD issues a funding decision, Vendor agrees to either</p>

ITEM	RFP PAGE NUMBER	RFP SECTION NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
			reimburse City for payment of the approved discount amount or to credit City on future bills for the approved discount amount. However, City shall acknowledge that this procedure may result in the SLD asking for proof that City paid its required share.
2	Pg. 11	Section 7 (Warranty)	<p>Disclaimer of Warranty:</p> <p>CITY ASSUMES RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. VENDOR EXERCISES NO CONTROL OVER THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND VENDOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS OTHERWISE SET FORTH IN ANY APPLICABLE SERVICE LEVEL AGREEMENT, THE SERVICE AND VENDOR EQUIPMENT ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.</p>
3	Pg. 14	Section 10 (Additional Requirements)	See Item #1 above. Generally, E-Rate rules prohibit services from starting prior to July 1, unless Vendor must perform installation or other activities in order to make it possible for service to be turned up on July 1. In cases like this, if City wishes to receive service prior to July 1, a separate contract should be signed for service between the contract date and June 30 (and of course, no E-Rate would be involved), and then the E-Rate contract should clearly state that service will begin on or after July 1.
4	Pg. 15	Section 11.7 (Terms, Conditions and Exceptions)	Please see Vendor's standard contract attached hereto as Exhibit 1 (the "Standard Contract").
5	Pg. 17	Section 11.22 (Terms, Conditions and Exceptions)	The reference to "Attachment B" appears to be incorrect, and should be "Attachment G." Vendor's exceptions to Attachment G are noted below.
6	Pg. 17	Section 11.23 (Terms, Conditions and Exceptions)	See Item #4 above. Vendor expects the Standard Contract to be the "final executed contract."
7	Attachment G, Pg. 6	Section 6 (Assignment and Subcontracting)	<p>Assignment:</p> <p>Vendor may assign its rights and obligations under the Contract without the consent of City. However, such an assignment without City's consent is limited to affiliates of Vendor or a third party purchaser all of Vendor's assets used to provide services to City, and upon assignment, Vendor is no longer liable under the Contract. City understands and agrees that, regardless of any such assignment, the rights and obligations of Vendor herein may accrue to, or be fulfilled by, any affiliate, as well as by Vendor and/or its subcontractors.</p>
8	Attachment G, Pg. 7	Section 7 (Conflict of Interest)	This provision is ambiguous and is deleted in its entirety.
9	Attachment G, Pg. 7	Section 9 (Ownership of Data)	<p>Proprietary Rights and Confidentiality:</p> <p><u>Vendor's Proprietary Rights.</u> All materials including, but not limited to, any Vendor Equipment (including related firmware), software, data and information provided by Vendor, any identifiers or passwords used to access the Service or otherwise provided by Vendor, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any</p>

ITEM	RFP PAGE NUMBER	RFP SECTION NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
			<p>other proprietary rights inherent therein and appurtenant thereto, used by Vendor to provide the Service (collectively "Vendor Materials") shall remain the sole and exclusive property of Vendor or its suppliers. City shall acquire no interest in the Vendor Materials by virtue of the payments provided for herein. City may use the Vendor Materials solely for City's use of the Service. City may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Vendor Materials, in whole or in part, or use them for the benefit of any third party. All rights in the Vendor Materials not expressly granted to City herein are reserved to Vendor. City shall not open, alter, misuse, tamper with or remove the Vendor Equipment as and where installed by Vendor, and shall not remove any markings or labels from the Vendor Equipment indicating Vendor (or its suppliers) ownership or serial numbers.</p> <p><u>Confidentiality.</u> City agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is required by laws or expressly permitted herein, the Vendor Materials and any other information and materials provided by Vendor in connection with this Contract, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Contract.</p> <p><u>Software.</u> If software is provided to City hereunder, Vendor grants City a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for City's internal business purposes during the Term.</p>
10	Attachment G, Pg. 7	Section 10 (Termination)	<p>Termination:</p> <p>For Convenience City can terminate the Contract for convenience at any time, but with 15 days prior notice, provided: (i) City shall promptly pay Vendor the full amount of the monthly recurring service charges that City would have been charged under the Contract if it had not been terminated early.</p> <p>For Cause Either Party may terminate the Contract (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period, or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, or initiates any proceeding seeking general protection from its creditors.</p>
11	Attachment G, Pg. 9	Section 17 (Indemnity)	<p>Indemnification:</p> <p>Vendor agrees to defend, indemnify and hold harmless City, its agencies, and their respective officers, directors 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 Vendor or its employees or agents.</p> <p>To the extent permitted by state law, City agrees to defend, indemnify and hold harmless Vendor, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to (i) the use of the Service; or (ii) bodily injury or tangible property damage caused by the gross negligence or willful misconduct of City or its employees or agents.</p>
12	Attachment G, Pg. 11	Section 22	This provision is deleted in its entirety.

ITEM	RFP PAGE NUMBER	RFP SECTION NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
13	Additional Required Provision		<p>Limitation of Liability:</p> <p>IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, OR TO AN END USER OR ANY THIRD PARTY, FOR ANY INCIDENTAL, LIQUIDATED, PER DIEM, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE CONTRACT, REGARDLESS OF WHETHER SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE CONTRACT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CITY IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.</p>

Exhibit 1

Vendor's Standard Contract

(See attached)

5256356_1



Red Light Display System

[FCC](#) > [Fees](#) > Red Light Display System

Logged in as: Time Warner Cable LLC (0013430244) [[Log Out](#)]

[Print](#) | [Help](#)

8/24/2010 9:03 AM

Current Status of FRN 0013430244

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requestor's TIN.

The Red Light Display System was last updated on 08/24/2010 at 8:56 AM; it is updated twice each business day at about 9 a.m. and 7 p.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 4, 4; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Attachment B

STATEMENT ON NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

AUTHORIZED SIGNATURE AND DATE

David Montierth RVP, Business Services

PRINTED NAME AND TITLE

Time Warner Cable LLC

COMPANY NAME



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

Attachment D

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Paul M. H.
 Signature of Authorized Representative

Regional Vice President
 Title of Authorized Representative

Time Warner Cable
 Business/Contractor/ Agency

10/24/2011
 Date



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.¹⁰
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the Excluded Parties List System at www.epis.gov to make sure that Vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.
If you have any questions on how to complete this form, please contact 562/570-6200



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Attachment E

EQUAL BENEFITIS ORDINANCE

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

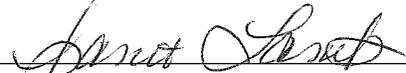
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor that may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Janet Lamb Title: Sr. Director HR

Signature:  Date: 10-19-11

Business Entity Name: Time Warner Cable

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Time Warner Cable Federal Tax ID No. [REDACTED]
Address: 550 N. Continental Blvd.
City: EL Segundo State: CA ZIP: 91955
Contact Person: Janet Lamb Telephone: 310 647 5758
Email: JANET.LAMB@TWcable.com Fax: 310 647 6622

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 19 day of Oct, 2011, at El Segundo, CA

Name Janet Lamb

Signature Janet Lamb

Title Se Director - HR

Federal Tax ID No. [REDACTED]



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Attachment F

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 5% on this project.



Good Faith Effort (GFE) Memo

Time Warner Cable Business Class utilizes SBE subcontractors in the Greater Los Angeles Area. In the West Region, over 200 vendors were utilized at an overall percentage rate of 7.58%. A listing of SBE subcontractors is included as an attachment with this Memo.

Representative

Title: VP, Bus. Class Sales Joe Leonardi

Date

10/25/2011

Name	Minority Code	Invoice Date	Payment Date	Name	Minority Code	Invoice Date	Payment Date
A CATERED EXPERIENCE	APM	9/14/2011	9/29/2011	KATHY MULLER AGENCY	WFO	1/13/2011	2/11/2011
A&P POWER SYSTEMS LTD	APM	3/1/2011	3/14/2011	KAUAI ISLAND UTILITY COOPERATIVE	WFO	1/13/2011	2/7/2011
ACENTO ADVERTISING INC	HSM	5/2/2011	5/16/2011	KCW LLC	WFO	9/15/2010	2/7/2011
ACI COMMUNICATIONS INC	HSM	5/5/2011	5/19/2011	KFMN FM97 RADIO	WFO	1/13/2011	2/10/2011
ACME FIRE & SAFETY EQUIPMENT CO INC	HSM	3/23/2011	4/7/2011	KFP ENTERPRISES LLC	WFO	1/13/2011	2/7/2011
ADVANTAGE TECHNOLOGIES GROUP	HSM	12/30/2010	2/7/2011	KING KAMEHAMEHAS	WFO	2/11/2011	2/23/2011
AINA EXCAVATION & GRADING	HSM	1/31/2011	2/14/2011	KTA SUPER STORES	WFO	2/11/2011	2/23/2011
AIR CREATIONS MECHANICAL	HSM	2/4/2011	2/22/2011	KTR MEDIA INC	WFO	3/10/2011	4/1/2011
ALAN K KOJIMA	HSM	12/30/2010	2/10/2011	KWME	WFO	3/10/2011	3/24/2011
ALOHA T SHIRTS LLC	HSM	12/23/2010	1/27/2011	LA JOLLA INTERNATIONAL GARDENS	APM	3/16/2011	4/14/2011
ALPHA TECHNOLOGIES INC	HSM	8/3/2011	8/25/2011	LA ROSA DE SARON LANDSCAPING & MAINT	APM	3/25/2011	4/22/2011
ALPHENA TECHNOLOGIES INC	HSM	7/21/2011	8/1/2011	LADDER DOCTOR CO INC	APM	5/11/2011	6/9/2011
AMERICAN JANITOR SERVICE	HSM	6/24/2011	7/18/2011	LAKE CITY CABLE LTD	APM	2/17/2011	3/18/2011
AMERICAN LANGUAGE SERVICES	HSM	6/30/2011	7/14/2011	LANCASTER SUPER PRINT	APM	4/20/2011	5/19/2011
AMERICAN MODERN ENTERPRISE INC	HSM	6/30/2011	7/14/2011	LBS JANITORIAL	APM	3/8/2011	4/6/2011
ANTRONIX INC	HSM	7/28/2011	8/15/2011	LIGHTNING EXPRESS	APM	3/10/2011	4/8/2011
ARIA TECHNOLOGIES INC	HSM	6/3/2011	6/16/2011	LISA T MIKAMI	APM	3/16/2011	4/14/2011
ARMORCAST PRODUCTS COMPANY	HSM	4/20/2011	4/28/2011	LITE ELECTRIC	APM	3/30/2011	4/28/2011
ATLAS AUTOMOTIVE	HSM	4/1/2011	4/14/2011	LORI SANTI	APM	2/28/2011	3/29/2011
ATLAS SAFE COMPANY INC	HSM	4/1/2011	4/14/2011	M GRAVITY	APM	2/17/2011	3/18/2011
BATAVIA SERVICES INC	WFO	6/10/2011	6/22/2011	MAC MADE EASY INC	APM	3/24/2011	4/22/2011
BECKER COMMUNICATIONS INC	WFO	3/11/2011	8/3/2011	MAINLINE EQUIP INC	APM	3/24/2011	4/22/2011
BIG ISLAND CANDIES	WFO	3/11/2011	7/28/2011	MARINA CARBONICS	APM	2/28/2011	3/29/2011
BIG ISLAND SAFETY EQUIPMENT INC	WFO	4/18/2011	5/5/2011	MARKET BASED SOLUTIONS INC	APM	2/28/2011	3/29/2011
BLU CROIX LTD	WFO	4/12/2011	5/3/2011	MASTER WASH	APM	1/31/2011	3/1/2011
BMS COMMUNICATIONS INC	WFO	4/12/2011	4/26/2011	MATERIAL HANDLING SUPPLY INC	APM	2/4/2011	3/4/2011
BROADBAND CABLE SVCS LLC	WFO	4/12/2011	4/26/2011	MAUNA KEA SIGNS	APM	2/9/2011	3/10/2011
BT&E UTILITY PRODUCTS INC	WFO	12/14/2010	1/19/2011	MCLAURIN CREATIVE SERVICES INC	APM	2/18/2011	3/18/2011
BZ DISPOSAL SERVICES	WFO	8/15/2011	8/23/2011	MELISSA JACOBS	APM	2/14/2011	3/15/2011
C LINK INC	WFO	10/19/2010	7/28/2011	MK ELECTRIC LLC	APM	2/17/2011	3/18/2011
CABLE SOURCE LLC	WFO	7/21/2011	8/5/2011	MP INSTRUMENT CO INC	APM	8/15/2011	9/16/2011
CALIFORNIA FENCE & SUPPLY	WFO	3/11/2011	7/28/2011	MSI DATA LLC	APM	7/31/2011	8/30/2011
CALVIN HIRAI	WFO	4/13/2011	7/28/2011	MUELLER & ASSOCIATES	APM	7/28/2011	8/26/2011
CARMEL BUSINESS SYSTEMS INC	WFO	3/14/2011	7/28/2011	MULTI POINT COMMUNICATIONS CO	APM	7/28/2011	8/26/2011
CDCE INC	WFO	3/11/2011	7/28/2011	NCO CORP	APM	7/26/2011	8/24/2011
CENTURY WIRE PRODUCTS CORP	WFO	3/11/2011	7/28/2011	NETSOURCE COMMUNICATIONS	APM	7/26/2011	8/24/2011
CHESS INC	WFO	5/13/2011	7/28/2011	NEW AGE TRANSPORTATION	APM	7/7/2011	8/5/2011
CITY OF CALEXICO	WFO	5/13/2011	7/28/2011	NEW WEST BROADCASTING CORP	APM	7/7/2011	8/5/2011
CJR ENTERPRISES	WFO	3/11/2011	7/28/2011	NIPPON GOLDEN NETWORK	APM	7/14/2011	8/12/2011
CLAYTON S DECOITE	WFO	3/11/2011	7/28/2011	ODYSSEY POWER CORPORATION	APM	7/13/2011	8/11/2011
COLLECTION BUREAU OF AMERICA	WFO	4/13/2011	7/28/2011	OFFICE PAVILION	APM	7/15/2011	8/12/2011
COLOUR SOLUTIONS	WFO	3/11/2011	7/28/2011	ORCHID ISLAND RUBBISH	APM	7/13/2011	8/11/2011
COMMERCIAL SHELVING INC	WFO	5/11/2011	7/28/2011	OXNARD PLUMBING CO INC	APM	7/15/2011	8/12/2011
COMPUTER POWER TECHNOLOGY INC	WFO	3/11/2011	8/2/2011	PACE SVCS CORP	APM	5/11/2011	7/14/2011
COURTYARD BY MARRIOTT	WFO	3/11/2011	7/28/2011	PACIFIC COMMUNICATIONS AND CONSULTING	APM	6/30/2011	7/29/2011
CRC MANAGEMENT INC	WFO	3/10/2011	3/24/2011	PACIFIC SERVICE & DEVELOPMENT CORP	APM	7/8/2011	8/5/2011
CROSSPOINT TYRONE VENTURES LLC	WFO	2/11/2011	2/28/2011	PACIFIC STAR COMMUNICATION	APM	7/14/2011	8/12/2011

Name	Minority Code	Invoice Date	Payment Date	Name	Minority Code	Invoice Date	Payment Date
CUSTOM LOGO SPECIALISTS	WFO	2/11/2011	2/22/2011	PIONEER CONTRACTING CO LTD	APM	6/30/2011	8/4/2011
D&D AIR CONDITIONING REFRIGERATION LLC	WFO	2/11/2011	3/2/2011	PIONEER ELECTRIC INC	APM	6/15/2011	7/14/2011
DARINKA SOLDAT	WFO	2/11/2011	3/1/2011	PIONEER VENTURES INC	APM	6/9/2011	7/8/2011
DAVID M RUIZ	WFO	2/11/2011	2/23/2011	PORTA-STOR	APM	6/9/2011	7/8/2011
DEBORAH NISHIMOTO	WFO	2/11/2011	3/8/2011	PRECISION RADIO LTD	APM	6/9/2011	7/8/2011
DERRICK BULATAO	WFO	1/31/2011	2/10/2011	PREMIER MODELS & TALENT	APM	6/21/2011	7/20/2011
DESIGN FOR TELEVISION LTD	WFO	1/13/2011	2/10/2011	PRESCOTT COMMUNICATIONS INC	APM	1/27/2011	2/24/2011
DISPOSABLE PRODUCTS INC	WFO	2/11/2011	2/23/2011	PRO SECURITY SYSTEMS INC	APM	1/18/2011	2/16/2011
DOOR CHECK SALES & SERVICE INC	WFO	2/11/2011	3/1/2011	PROFORMA	APM	1/12/2011	2/10/2011
DU WATTS ELECTRIC INC	WFO	2/11/2011	2/24/2011	PROVIDENCE CABLE CORP	APM	12/17/2010	1/14/2011
EAGLE MATERIAL HANDLING CO INC	WFO	1/13/2011	2/11/2011	R&J DESIGN	APM	12/31/2010	1/28/2011
EDISON FIRE EXTINGUISHER CO INC	WFO	1/13/2011	2/16/2011	RAWLINS ENTERPRISES	APM	12/28/2010	1/26/2011
EDP PRODUCTS CO INC	WFO	1/31/2011	2/10/2011	REX TIRE & SUPPLY	APM	12/17/2010	1/14/2011
ELECTRONIC MANAGEMENT SUPPORT & SVCS INC	WFO	1/13/2011	2/7/2011	RHINO ELECTRIC SUPPLY INC	APM	12/3/2010	1/3/2011
ELECTRONICS SUPPLY CO INC	WFO	1/31/2011	2/10/2011	RK MECHANICAL	APM	12/17/2010	1/14/2011
EMPLOYEE ASSISTANCE OF THE PACIFIC LLC	WFO	1/13/2011	2/15/2011	ROLANDO C HIPOLITO JR	APM	1/26/2011	2/24/2011
ENDO PAINTING SVC INC	WFO	1/13/2011	2/16/2011	ROLLOFFS HAWAII INC	APM	12/28/2010	1/26/2011
ESPINOZA CABLE CONSTRUCTION	WFO	12/14/2010	1/5/2011	ROMANS WATER INC	APM	12/31/2010	1/28/2011
ETHNIC SOLUTIONS INC	WFO	12/28/2010	1/18/2011	SAF T CO SUPPLY	APM	12/31/2010	1/28/2011
EVERY DOOR SERVICE	WFO	12/14/2010	1/5/2011	SAFETY SYSTEMS HAWAII INC	APM	12/14/2010	1/12/2011
EXPRESS DRUG SCREENING LLC	WFO	1/13/2011	2/15/2011	SALCEDO ROOFING CO	APM	12/10/2010	1/7/2011
FH ASSOCIATES LLC	WFO	1/13/2011	2/7/2011	SAN DIEGO GRANTMAKERS	APM	12/21/2010	1/19/2011
FJS CABLE ENGINEERING INC	WFO	12/28/2010	1/12/2011	SANDWICH ISLES COMMUNICATIONS INC	APM	12/21/2010	1/19/2011
GARDEN ISLE DISPOSAL INC	WFO	12/28/2010	1/12/2011	SCOTT CABLE COMMUNICATIONS INC	APM	12/21/2010	1/19/2011
GENERATORS HAWAII CORP	WFO	12/28/2010	1/12/2011	SECURITY ARMORED CAR & COURIER	APM	12/21/2010	1/19/2011
GIBSON TECHNICAL SERVICES INC	WFO	12/28/2010	1/12/2011	SENCOMMUNICATIONS INC	APM	12/17/2010	1/14/2011
GLENN EBISUZAKI	WFO	12/14/2010	1/5/2011	SERVCO PACIFIC INC	APM	12/14/2010	1/12/2011
GP ROADWAY SOLUTIONS	WFO	12/14/2010	1/5/2011	SPECTRUM MARKETING LLC	APM	12/13/2010	1/12/2011
GREAT WESTERN BURGLARY PROTECTION INC	WFO	12/14/2010	1/5/2011	STANLEY SUPPLY & SERVICES	APM	12/10/2010	1/7/2011
GREENLITE CABLE ACCESSORY CORP	WFO	12/14/2010	1/5/2011	STANLEY W HARRIS	APM	12/31/2010	1/28/2011
GREGORY H KUWAZAKI	WFO	12/14/2010	1/5/2011	STEVES ELECTRONIC CONNECTION	APM	2/28/2011	3/29/2011
H E P CORPORATION	WFO	12/14/2010	1/5/2011	STONEMAN PRODUCTIONS	APM	3/16/2011	4/14/2011
H&H BUSINESS SYSTEMS INC	WFO	12/14/2010	1/5/2011	SUNRISE TELECOM BROADBAND INC	APM	3/28/2011	4/26/2011
HAWAII BUSINESS EQUIPMENT INC	WFO	12/14/2010	1/5/2011	TANAKA & SONS ELECTRIC	APM	2/17/2011	3/18/2011
HAWAII FORKLIFT SVC INC	WFO	9/12/2011	9/27/2011	TELECABLE SYSTEMS INC	APM	4/5/2011	5/4/2011
HAWAII LODG HOSP & FDSERV EXPO	WFO	12/28/2010	1/12/2011	TELECOMMUNICATIONS BUSINESS SOLUTION	APM	3/10/2011	4/8/2011
HAWAII PLANNING MILL LTD	WFO	12/28/2010	1/18/2011	THE FUTURE PARTNERS PROPERTIES LLC	APM	3/16/2011	4/14/2011
HAWAII PRECAST INC	WFO	12/28/2010	1/18/2011	THE JUMPER SHOP LLC	APM	4/28/2011	5/26/2011
HAWAIIAN IMAGING SUPPLY	WFO	2/15/2011	3/8/2011	THE PLACE TO BE PRODUCTIONS LLC	APM	4/28/2011	5/26/2011
HERCULES INDUSTRIES INC	WFO	4/18/2011	5/5/2011	THE SIGN & PRINT MACHINE INC	APM	3/23/2011	4/21/2011
HIGH WAVE GRAPHICS	WFO	5/12/2011	5/19/2011	TRINET COMMUNICATIONS INC	APM	3/25/2011	4/22/2011
HIRAO OF HAWAII INC	WFO	4/12/2011	4/26/2011	TRISLE INC	APM	5/12/2011	6/9/2011
HOME SECURITY & SOUND	WFO	5/6/2011	5/23/2011	TUMEX CORPORATION	APM	3/28/2011	4/26/2011
HONE HEKE CORP	WFO	2/15/2011	3/15/2011	TURTLE & HUGHES INC	APM	3/14/2011	4/12/2011
IKEDAS AUTO REPAIR	WFO	4/12/2011	4/26/2011	UNITED AUTO PARTS INC	APM	2/25/2011	3/25/2011
INDUSTRIAL LOCK & SECURITY INC	WFO	3/10/2011	3/24/2011	UNIVERSAL REMOTE CONTROL INC	APM	3/14/2011	4/12/2011

Name	Minority Code	Invoice Date	Payment Date	Name	Minority Code	Invoice Date	Payment Date
INKINEN & ASSOCIATES INC	WFO	2/23/2011	3/3/2011	VEEX INC	APM	3/16/2011	4/14/2011
IR COMMUNICATIONS	WFO	3/11/2011	3/18/2011	VIDEO ENGINEERING INC	APM	6/21/2011	7/20/2011
J P GENERAL BUILDING INC	WFO	3/10/2011	3/24/2011	VISION SPECIALTIES	APM	6/28/2011	7/27/2011
J S WAIPAHU CHEVRON	WFO	10/19/2010	3/24/2011	WARREN S UNEMORI ENGINEERING INC	APM	6/28/2011	7/27/2011
JAVACO INC	WFO	1/31/2011	2/16/2011	WEST COAST LOCK & SAFE	APM	6/28/2011	7/27/2011
JOHN PRUITT	WFO	1/13/2011	2/7/2011	WORLD CLASS MARKETING SERVICES	APM	6/30/2011	7/29/2011
JOSEPH MALINA JR	WFO	1/13/2011	2/7/2011	XL HOG	APM	6/21/2011	7/20/2011
JTC ARCHITECTS INC	WFO	1/13/2011	2/16/2011	ZANG	APM	6/21/2011	7/20/2011
KARMIC ENERGY INC	WFO	1/31/2011	2/22/2011	ZIPP INC	APM	6/21/2011	7/20/2011
	WFO	7/14/2011	8/12/2011				
	WFO	8/10/2011	8/19/2011				
	WFO	8/9/2011	8/24/2011				
	WFO	2/28/2011	3/22/2011				
	WFO	4/19/2011	4/28/2011				
	WFO	4/25/2011	5/5/2011				
	WFO	1/11/2011	1/24/2011				
	WFO	12/27/2010	1/12/2011				
	WFO	3/22/2011	3/31/2011				
	WFO	3/14/2011	3/24/2011				
	WFO	4/25/2011	4/25/2011				
	WFO	6/25/2011	6/27/2011				
	WFO	2/24/2011	2/25/2011				
	WFO	8/25/2011	9/1/2011				
	WFO	9/25/2011	9/26/2011				
	WFO	7/25/2011	7/25/2011				
	WFO	7/11/2011	7/25/2011				
	WFO	1/25/2011	1/26/2011				
	WFO	3/25/2011	3/28/2011				
	WFO	5/25/2011	5/26/2011				
	APM	8/4/2011	8/30/2011				
	APM	12/1/2010	2/15/2011				
	APM	12/13/2010	1/3/2011				
	APM	12/1/2010	1/3/2011				
	APM	6/8/2011	7/21/2011				
	APM	12/6/2010	1/3/2011				
	NAF	7/18/2011	8/4/2011				
	NAF	4/25/2011	5/12/2011				
	APM	4/5/2011	5/2/2011				
	APM	3/31/2011	4/28/2011				
	APM	1/5/2011	2/3/2011				
	APM	12/14/2010	1/18/2011				
	APM	12/17/2010	1/18/2011				
	APM	12/20/2010	1/18/2011				
	APM	6/27/2011	7/25/2011				
	APM	12/21/2010	1/18/2011				
	APM	6/29/2011	7/28/2011				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2011

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378		FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE INSURER A: Underwriter's at Lloyds			NAIC# 15792-001
INSURED Time Warner Cable LLC 17777 Center Court Drive, Suite 800 Cerritos, CA 90703	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 16811731

REVISION NUMBER:

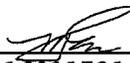
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			B080111538P11	3/12/2011	3/12/2012	\$1,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: Proposal Number TS11-053

CERTIFICATE HOLDER**CANCELLATION**

City of Long Beach 333 West Ocean Blvd., 7th Floor Long Beach, CA 90802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Coll:3519738 Tpl:1349671 Cert:16811731 ©1988-2010 ACORD CORPORATION. All rights reserved.



Red Light Display System

[FCC](#) > [Fees](#) > Red Light Display System

Logged in as: Time Warner Cable LLC (0013430244) [[Log Out](#)]

[Print](#) | [Help](#)

8/24/2010 9:03 AM

Current Status of FRN 0013430244

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requestor's TIN.

The Red Light Display System was last updated on 08/24/2010 at 8:56 AM; it is updated twice each business day at about 9 a.m. and 7 p.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 4, 4; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

September 22, 2011

NOTICE TO PROPOSERS

ADDENDUM NO. 1

RFP NO. TS11-053

The following changes and/or additions shall be made to the original Request for Qualifications RFP NO. TS11-053 E-Rate Eligible Products and Services Program Funding Year 15" 7/1/2-12 – 6/30/2013.

Please acknowledge receipt of this addendum by signing and returning with your proposal.

The following additions are made to the sections, as listed below:

Page 6, Section 3.1, Add Paragraphs:

In the case of Internet services, functionality includes: whether provider is considered "Tier 1," "Tier 2," or a lower tier; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are included in the proposal; whether a satisfactory IP transition plan is included in the proposal; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantees and/or Service Level Agreement. In the case of Priority 1 services, generally, the extent to which any required Customer Premise Equipment [CPE] meets the SLD criteria to be treated as Priority 1, rather than Internal Connections, is also considered. If self-installation is required, sample instructions should be included in the proposal; the complexity of instructions is also a functionality consideration.

Continuity of Service includes: strategy for minimizing service disruptions and maintaining service to patrons during transition is also a consideration. Please describe assignment of single point of contact for transition of IP addresses if needed to avoid "finger pointing." Include a detailed timeline and "roll-back" plan to recover to prior status if needed.

Higher than minimum bandwidth or stronger SLA commitments count as functionality.

Page 14, Continuation of Additional Requirements from Funding Source, Add:

Applicable regulations impose a number of duties and responsibilities on recipients of E Rate funds and their Vendors. Without limitation, Vendor(s) may be obligated to comply with one or more of the following additional conditions or regulations:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures);
- Local construction codes, in the case of cabling projects;
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29;
- Lobbying restrictions;
- Federal Equal Employment Opportunity and Non-Discrimination rules;
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c;
- The Davis-Bacon Act, 40 U.S.C.

You are required to submit this addendum with proposal.

Acknowledged By: _____

Date: _____

Firm of: _____

[Handwritten signature]

10-24-11

Time Warner Cable



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802

9/27/2011

NOTICE TO BIDDERS

ADDENDUM NO. 2

RFP TS 11-053

The following changes and/or additions shall be made to the original Request for Proposal RFP TS 11-00x (RFP Description). Please acknowledge receipt of this addendum by signing and returning with your bid.

Since the bid has been posted, there have been various questions.

The questions and answers are as follows:

1. Question: Are you also considering to fully or partially replace the phone systems / phone handsets at the 11 locations with a Priority One-eligible 'Hosted VoIP' service in order to achieve centralized control, built-in redundancy and inter-branch extension dialing?

Answer: This RFP requests bids for telephone services for each site with appropriate connection(s) to the Public Switched Telephone Network (from 1 to 10 POTS lines or equivalent, each, for up to 12 sites).

2. Question: Based on the network design topology will you be open to having a Fiber Optic Network Topology? If so are you open to having a 10Mb or 20Mb Point to Point back to main Library?

Answer: Yes. As described in the RFP, alternate topology is OK if it cost effectively addresses the CIPA requirement and WAN-based applications. 3Mbps is the minimum requirement.

3. Question: Will you be using BGP?

Answer: Not in our internal network infrastructure (we currently use EIGRP). We only use BGP on WAN facing Internet interfaces.

4. Question: Can you clarify "equipment" in sections 3.6 & 3.7? Are you referring to the Smart Jack, DS3 Mux, etc.?

Answer: Any components "necessary" to transport information to the Main Library or a branch. Smart jacks, DS3 mux, and edge routers would be examples. Please reference: <http://www.usac.org/sl/applicants/step06/on-premise-priority1-equipment.aspx>. See questions 5 & 6.

5. Question: Will the City be providing routers at each site using either new or existing equipment?

Answer: All necessary Customer Premise Equipment for the vendor's proposed solution shall be provided by the vendor as Priority 1 Customer Premise Equipment. See questions 4 & 6.

6. Question: If the city does require new routers, would you like vendor to include new Cisco gear in the proposal?

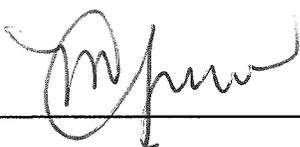
Answer: If routers are required for vendor's proposed solution, they shall be "On-Premise Priority 1 Equipment." E Rate rules do not permit requesting any particular brand of equipment. Any brand meeting all of the required functionality is acceptable. See questions 4 & 5.

7. Question: Section 3.2 Alternate Technology Section. Would the City consider a MPLS network in lieu of a point-to-point PL network?

Answer: Unless an alternative topology would provide significant benefits while still cost-effectively addressing the CIPA requirement and WAN-based applications, the LBPL Main Library is to serve as the aggregate point for the point-to-point T1 or similar service in the network. If proposing MPLS, please clearly explain in your proposal how these requirements will be met.

You are required to submit this addendum with proposal.

Please take a moment to review this information when developing your proposal.

Acknowledged By:  Date: 10-24-11
Firm of: Time Warner Cable



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802

September 29, 2011

NOTICE TO PROPOSERS

ADDENDUM NO. 3

RFP TS 11-053

The following changes and/or additions shall be made to the original Request for Qualifications RFQ TS 11-053 E-Rate Eligible Products and Services Program Funding Year 15, 7-1-12 – 6-30-13..

Please acknowledge receipt of this addendum by signing and returning with your proposal.

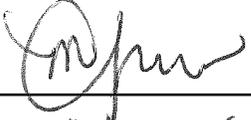
The following revision is made to the section, as listed below:

Page 10, Footnote 6, should be replaced in its entirety to:

Higher than minimum bandwidth or stronger SLA commitments count as functionality.

You are required to submit this addendum with original proposal.

Please take a moment to review these changes when developing your proposal.

Acknowledged By:  Date: 10-24-11

Firm of: Time Warner Cable

David Montierth

Objective Executive level President, Vice President, or CFO leadership role in a fast growth company that will utilize Internet, team building, telecommunications, entrepreneurial, business development, and financial experience of 25+ years

**Professional
experience**

2007 – Present **Time Warner Cable**

Regional Vice President/President Time Warner Business Class, West

- **Developed a winning business plan** to deploy sixteen route diverse, metro fiber-optic rings throughout southern California to lay the foundation for TWC to successfully compete for high-reliability SONET and Ethernet communications transport circuits for carriers, educational institutions, and fortune 500 companies
- **Actively participated in selling cell backhaul transport services (SONET and Ethernet)** to three nationally known carriers, providing services to 2,000+ cell sites
- **Established an education sales channel** that is actively leveraging TWC's fiber network to provide highly reliability network circuits to various school districts in southern California
- **Successfully developed a high performing team** that is implementing the aggressive business plan with compound annual growths 40% in Los Angeles and over 32% region wide, notwithstanding competing in an economically down market

1997 - 2007 Cox Communications, Inc. **(Created a \$50+Million Annual Commercial Business in a residential system of 275,000 customers)**

Vice President and General Manager Cox business Services (Orange County, California)

- **Developed an industry winning business plan** that leveraged Cox's residential network assets to bring telecommunications services (telephone, video, Internet, and data) to the business sector, dramatically **increasing shareholder value**
- **Performed general management functions with P&L responsibility** in launching Cox Business Services, a fully functioning CLEC (competitive local exchange carrier)
- **Hired and developed a high performing, entrepreneurial management team** to rapidly implement an aggressive business plan
- **Created an industry coveted point of presence (POP) strategy** to deliver SONET, Ethernet and Hybrid Fiber-coax services to business parks with minimal backbone fiber utilization in a route diverse, self-healing fiber network design
- Successfully commissioned engineering staff to **develop Cox Optical Internet Services**, noted for delivering a powerfully positioned, fiber fed, 10-100 Megabit Internet connection for business (multi-homed with BGP4 routing)
- Successfully **implemented layer II cable modem services** and Fiber delivered **Transparent LAN Service**
- **Successfully negotiated a 25 year agreement with The Irvine Company** allowing Cox building access, facility access to 17,500,000 square feet of commercial office space
- **Performed multi-faceted entrepreneurial functions** as business strategist, management developer, team leader, product and marketing strategist, operations management, and technology enabler
- **Launched business telephone** with all of its attendant functions and features

1997 - 2007 Cox Communications, Inc
Controller/Director/Vice President Business Operations (Orange County, California/Spokane, Washington)

- Responsible for all financial matters and business operations functions including: P&L and balance sheet management, budgeting and planning, information technology, purchasing, fleet, warehousing, and collections
- Financial oversight for a complete cable system rebuild and the construction of a new office facility in Spokane, Washington
- Successfully developed and implemented a plan that maximized revenue under FCC regulation
- Crafted a property tax defense plan that netted the company over \$4 million in tax savings
- Led team to evaluate and successfully implement the acquisition of Liberty Lake Cable

1986 – 1989 Washington Water Power, Spokane, Washington

Financial Planning Analyst

- Performed budgeting and forecasting for subsidiaries.
- Provided multiple financial analyses functions including: acquisition, revenue requirements, net present value, economic value added and internal rate of return modeling.
- Successfully analyzed, presented and sold a plan for a \$30 million renovation of the Monroe Street hydroelectric generation facility via sound economic analysis (three-year discounted payback).

1985-1986 Mead Data Central, Dayton, Ohio

Financial Planning Analyst

- During the launch of one of the nation's first on-line information services (Nexis/Lexis), provided financial analyses, budgeting and forecasting
- Developed an effective sales forecasting tool which was recognized with an "Excellence Award" for innovation and contribution

1984 – 1980 Bowling Green State University, Bowling Green, Ohio

Instructor of Management, Consultant and Graduate Assistant

- Taught Production Operations / Organizational Theory and Behavior courses
- Consulted in the Management Center at BGSU, the University's incubation center
- Participated in the filming of a weekly business television program at BGSU

Pre-1980 Employment

US West (technician, responsible for performing cross-connect wiring for the state of Utah's first AT&T ESS switch implementations). Dave's Auto Repair (owner/operator, line mechanic)

Education

1982 – 1984 Bowling Green State University, Bowling Green, Ohio
Masters of Business Administration with emphasis in Finance and Production/Operations Management (GPA 3.78)

1979 – 1981 Weber State University, Ogden, Utah
Bachelor of Science in Business Administration with concentration in Finance (Awarded "Outstanding Graduate in Finance" for 1981.)

Key Honors
and
Awards

- 2009 – TWC Achievers Cup Winner, West Region
- 2008 – TWC Achievers Cup Winner, Los Angeles
- 2005 – Winner's Circle Award for top sales group
- 2003 – Cox Vision Award for innovation from Jim Robbins, CEO of Cox Communications
- 2002 – Winner's Circle Sales Award for top sales group
- 2001 – Impact Award from Cox Communications for Property Tax Oversight
- 2001 – Award for 25 Year Deal with The Irvine Company for securing 17.5MM square feet of access
- 2000 – All Systems Go for sales leadership
- 1998 – Cox@Work award for being the first to launch Business Services Internet

Scott L. Schrock



Summary:

I am a highly diversified individual with strong analytical skills supported by a formal education. I have over thirty three (33) years of experience in the industry relating to outside plant engineering & construction, system operations, inventory supply management and formalized capital budgeting along with daily operational expense management. I'm fluent in the operations of the computer, which allows me to develop, written documentation for publication, cost analysis and oral presentation. I also possess great employee relationship skills that have been very useful in my success managing people and projects over the years in the cable television and telecommunication industries.

Experience:

Time Warner Cable, Chatsworth & El Segundo, CA.

Director of Construction & Field Engineering, North Operations, Southern CA. (August 2006 to present)

1. Overall responsibility for all construction related work functions pertaining to plant upgrades, rebuilds, fiber transport networks, co-locations and interconnects, advance plant certification, new development plant extensions, aerial & UG conversions, status monitoring and MDU conversions, OSP Commercial construction activities to support advance services.
2. Responsible for the North Operations design and fielding engineering department which incorporates RF, fiber & Commercial designs, permitting, make-ready engineering and all related Bentley Comm. mapping functions.
3. Accountable for creating the Capital Construction budgets and cost per miles (CPM's) guidelines for the Southern California Region on an annual basis. This incorporates aerial and underground construction work methodology, service drop installations and different associated CATV & Fiber architectures
4. Highly active as a liaison for Time Warner Cable interacting with municipalities, governmental agencies and utility companies to achieve company & departmental objectives and set industry standards

Comcast, El Segundo, CA

Director of Technical Operations, Western Region (November 2004 to August 2006)

1. Overall responsibility for all construction related work functions pertaining to plant upgrades, rebuilds, fiber transport networks, co-locations and interconnects, advance plant certification, new development plant extensions, aerial & UG conversions, status monitoring and MDU conversions to support advance services.
2. Responsible for all Southern California Region's design and fielding engineering department which incorporates RF & fiber designs, permitting, make-ready engineering and all related mapping functions.
3. In charge of the Regions Supply Chain Management Warehouse Operations, supporting CPE equipment prep & staging, outside plant construction & maintenance materials along with the daily tap-off installation activities. The Regions warehouse operations is supported by (1) Master CPE warehouse, (1) Master Operations warehouse and (6) satellite warehouse hubs.
4. Oversee the Regions Contract Administration Department relating to Master Contract Agreements for contract resources, labor agreement, SOW's scope of work, proof of insurance, labor & project pricing and warranties.
5. Accountable for creating the Capital Construction budgets and cost per miles (CPM's) guidelines for the Southern California Region on an annual basis. This incorporates aerial and underground construction work methodology, service drop installations and different associated CATV & Fiber architectures
6. Highly active as a liaison for Comcast interacting with municipalities, governmental agencies and utility companies to achieve company & departmental objectives and set industry standards

Comcast / (formerly AT&T Broadband) El Segundo, CA.

Director of Construction & Engineering, Western Region (June 2000 to November 2004)

1. Temporary Assignment, Acting VP of Engineering & Field Operations for the Region, May 2003 to Nov. 2003. (7,048 plant miles, 1,486,458 homes passed, 498,614 video subscribers, and 202,007 digital subscribers, 102,130 online HSD subscribers & 87,106 telephony DTS subscribers)
2. Responsible for all Southern California Region construction, design, fielding engineering, capital project budget spending along with timeline management, project tracking and production reporting.
3. Responsible for tracking Engineering & Operational capital budget dollars along with support capital spending for the Southern California Region associated with projects, (design, upgrade, fiber, network enhancement, HSD, DTV, DTS, plant extension, UG rule 20, head-end, support, vehicles, tools & test equipment). Generate monthly capital spending reports, compare variances to individual budgets and forecast project spending.
4. Accountable for creating Capital Engineering and Construction budgets, Operational Expenses and cost per miles (CPM's) guidelines for the Southern California Region on an annual basis. This incorporates aerial and underground construction work methodology, service drop installations and different associated CATV & Fiber architectures.
5. Oversee the Region's Real Estate department's activities incorporating the daily facility operations, lease renewals and potential land purchases.
6. In charge of the Contract Administration Department for the Southern California Region relating to Master Contract Agreements for contract resources, labor agreement, scope of work, proof of insurance, labor & project pricing and warranties.
7. Responsible for the Region's Fleet department and daily maintenance which support all operational departments.
8. In charge of the Regions inventory warehouse operations supporting CPE equipment prep & staging, outside plant construction & maintenance along with daily tap-off installation activities. The Regions warehouse operations is supported by (3) CPE warehouses and (6) material operational facilities.
9. Oversee and add management support for capacity planning for (2) DTS switch networks and voice mail operations management.
10. Highly active as a liaison for Comcast interacting with municipalities, governmental agencies and utility companies to achieve company & departmental objectives and set industry standards.

MediaOne, Los Angeles, CA.

Western Region Area Construction Manager (January 1997 to June 2000)

1. Complete responsibility for all construction work functions pertaining to (upgrades, rebuilds, fiber transports, co-locations and interconnects, advance plant certification, plant extensions & Aerial & UG conversions, status monitoring, MDU conversions to Telephony & HSD services and the Regional Warehouse) for MediaOne in Southern California (Los Angeles, Orange County and Tri-County areas).
2. Developed, maintained and monitored an annual operational budget of 2.5 million and a capital budget of 55 million.
3. Established project schedules, forecasts and production variances to the original budget projections
4. Direct interface with local municipalities, governmental agencies and utility companies to achieve department and company goals.
5. Overall responsibility for two (2) Regional Construction Services warehouse facilities and operations. Two staff operations of (8) associates performing the following work functions, (purchasing, receiving, material requisitions monthly & quarterly physical inventory counts). Average inventory between 1996 to 2000 was 5.2 million with a turn rate of 4.6 turns annually.

Continental Cablevision, Los Angeles, CA.

Western Region Construction Manager (January 1996 to January 1997)

1. Overall responsibility for the construction and operational activities in Los Angeles and Orange Counties for the Regional Construction Department. (i.e. material ordering and warehouse, coaxial and fiber placement, activation and proofing, power supply installation, fiber optic transmission and termination in all headend locations, pole applications, make-ready and permitting).
2. Managed the labor and material resources governed by an annual 22 million dollar construction budget.

3. Represented Continental Cablevision as it related to intervention with public utilities and local government.
4. Monitored variance analysis reports comparing labor, materials and time line schedules to original budget forecasts.
5. Prepared and reviewed annual regional construction budgets and forecast projections.

LINKATEL of California, San Diego, CA.

Network Construction Manager (February 1995 to January 1996)

1. Overall responsibility for the planning, engineering and construction of a SONET fiber optic back/bone ring with several redundant distribution loops within the San Diego area utilized by a (CAP) Competitive Access Provider.
2. Managed the labor and material resources governed by an annual 4.5 million dollar construction budget.
3. Generated and monitored variance analysis reports comparing labor, materials and time line schedules to original budget forecasts.
4. Created and implemented company construction specifications and standards.
5. Planned and presented pre-construction bid meeting presentations, which supported the competitive bidding process and negotiation of labor contracts, also instituted unit pricing standards for out of scope work functions.
6. Negotiated pole lease, conduit occupancy agreements and co-location entries with local utility agencies.

Times Mirror Cable Television, Irvine, CA.

Manager of Planning and Field Engineering, (December 1993 to February 1995)

Corporate Construction Services

1. Coordinated and managed all field engineering work functions for Times Mirror Cable Television associated with their major rebuild/upgrade construction and fiber optic projects nationwide.
2. Generated construction plans, time line schedules and capitalized construction budget analysis for all major build construction and fiber optic projects nationwide for the Corporate Construction Department.
3. Created and maintained individual tracking reports relating to material usage rates and capitalized labor run rates per construction work function for all major construction projects. (Budget vs Forecast vs Actual)
4. Managed three (3) Project Planners and multiple fielding engineering firms.
5. Responsibility for the creation of annual budgetary Cost per Mile (CPM) formulas utilized by Times Mirrors systems during the Capital Budgeting forecast process and Long Range Plans.

Additional Professional Experience:

Times Mirror Cable Television, Irvine, CA.

Project Engineer (July 1991 to December 1993)

4

Corporate Construction Services

Times Mirror Cable Television, Orange and L.A. Counties, CA (September 1987 to July 1991)

Construction Supervisor

Corporate Construction Services

Times Mirror Cable Television, L.A. County (Palos Verdes), CA. (June 1986 to September 1987)

Construction Supervisor

Corporate Construction Services

Storer Cable Television, Ventura County, CA. (March 1985 to June 1986)

Area Construction Plant Manager

Storer Cable Television, Anaheim, CA. (January 1984 to March 1985)

Construction Supervisor

Storer Cable Television, Anaheim, CA. (January 1982 to January 1984)

Multi-Dwelling Construction Supervisor

Storer Cable Television, Westlake, CA. (Summers of 1976-1979)

Warehouseman, Installer, Construction Groundsman, Service Technician

Education & Organizations:

California State University at Northridge, CA

Bachelor of Arts Degree: (1982)

Urban Studies / City Planning and Urban Development

Ventura Jr. College, CA.

Associate of Arts Degree: (1980)

Liberal Arts

Executive Board Member for Southern CA. UG Dig Alert Services, (2006 to present)

Time Warner Cable West Representative OSP Design & Construction, Community of One

Society of Cable Telecommunications Engineers Member (SCTE)

National Product Evaluation Committee Member Underground Construction, Specifications and Standards, San Diego, CA. Utilities Planning Committee, San Diego, North Valley CA.

Joint Utilities Liaison Committee, San Diego, CA

Joint Pole Committee, (JPC), Southern California

Employment & Personal References are available upon request:

Joseph R. Leonardi

Resume

Biography Summary

Mr. Leonardi has held positions as CEO and Vice President for over 30 years with early stage and high-growth companies in telecommunications, public safety, military, semiconductor (SoC), software and networking. The scope of his responsibilities included building world-class management teams, defining product and system requirements and architecture, worldwide sales and marketing, negotiating technology licenses and joint ventures, developing strategic alliance partnerships and sales channels worldwide, and successfully launching new systems to market. Since December 2008, he has been the Sales Director for Time Warner Cable's Business Class Pacific West Region Government, Education, Agent and Carrier channels.

Major Results Accomplished in C-Level and Senior Executive Level Positions

- \$125 million 5 year sales and distribution agreements with CLEC's for PBX/ACD systems
- \$100 million 5 year sales and manufacturing agreement with ITT (Alcatel) for PBX/ACD systems
- \$50 million 5 year sales and manufacturing agreement with Raytheon JPS Communications for a mobile digital video recording system
- Grew revenues from zero to \$40 million annually in four years marketing E1 HDSL and Digital Loop Carriers worldwide. Developed sales channel partners in 70 countries and captured customers such as NTT (Japan), China Telecom, Telstra, Telmex, Telebras, EmbraTel, SingTel, Telecom Argentina, Korea Telecom, France Telecom and numerous EU tier-2 service providers, Eastern Europe PTT's and the Middle Eastern Telco's
- Raised \$20 million in strategic corporate investment
- Raised \$45 million in venture capital for CXC
- Raised \$11 million in venture capital for IP MobileNet
- OEM contracts with SoftSwitch providers cumulatively valued at over \$5 million for Soft-Videophone middleware solution
- Achieved over 100% sales goals every year

Core Competencies

- Business Planning and Models
- Business Development and Strategic Partnerships
- Strategic Planning
- Strategic Marketing
- Sales Channel Strategies
- Sales Channel Development
- C-Level Executive Management (Multi-national)
- C-Level Executive Advisory Services (Multi-national)

Technology Sectors

- Telecommunications and Data Networks
- Wireless Networks (Licensed and UMA)
- Fixed Mobile Convergence (FMC)
- VoIP and Video
- e-Commerce Marketing and Applications

- Software Applications and SoC Solutions

As an independent consultant from April 1999 to November 2008, Mr. Leonardi managed the following business development projects:

Jun 1999 – Dec 2009: Member of the Board of Directors, IP MobileNet, <http://www.ipmn.com/>

IP MobileNet is a privately held manufacturer and integrator of IP systems for private mobile wireless data and voice solutions in the public safety sector. Mr. Leonardi co-founded IPMN in 1999 as part of a restructuring of an acquisition, served as Chairman and assisted in raising \$11 million in VC financing in 2001.

Nov 2007 – Nov 2008: Member of the Board of Advisors, Grand4Ever.com. Advisor to the founder and CEO of an early stage social network services company on monetizing the business model, value added content, business plan creation and presentation, and strategic business development..

Sep 2007 –Mar 2008: VP Business Development, MPx Technology,

<http://www.mpxtechnology.com/company.htm>

A special assignment to the founder and CEO to develop partnerships with US based clients to execute their expansion to Asia Pacific and China by providing solutions in IP convergence, VoIP, IPTV, Wireless, Next Generation Optical, NMS/EMS, OSS and Fixed Mobile Convergence (FMC) technologies..

Aug 2007 – Nov 2007: Advisor to La Jolla Networks

Advised the management of LJN, an early stage company, in strategic fund raising strategies and advised on market strategy for CLEC's, ISPs, service providers and operators regarding a wireless broadband solution offered at 5% of the deployment cost of a typical metropolitan WiMAX solution.

Sep 2006 - Jun 2007: President & CEO, Votan Research Corp.

<http://www.votan.net/solutions.htm>

A special assignment to the founder/inventor in which Mr. Leonardi successfully introduced an advanced mobile video evidence capture system to the public safety market by developing a manufacturing and sales agreement with Raytheon JPS Communications. Contract value estimate: \$50 million over the first 5 years. He also developed plans for a wearable wireless video system for enhanced situational awareness in tactical applications.

Dec 2002 - Sep 2006: President, Americas, eyeP Media SA, <http://www.eyepmedia.com>

Marketed a voice and video softphone SDK client to softswitch developers. Closed major contracts cumulatively valued at over \$5 million with BroadSoft, Tekelec (now GenBand) and ShoreTel. Assisted the company management in developing client solutions for voice and video over IP for Telecom Service Providers, ISP's, Cable Operators and System Integrators. Developed all trade show and sales collateral materials and actively participated in introducing the company's products and solutions to prospects in Japan, Korea and China. Actively managed the Yahoo relationship as part of the Yahoo/BT project. Five year long term contract revenue estimate: \$5 million. Successfully established a business development and technology license agreement with Logitech valued at \$1.25 million for the use of an AEC algorithm in Logitech commercial video solutions.

Apr 1999 - Dec 2002: Partner, Parallax Capital Partners, <http://www.parallaxcap.com/>

Advised the managing partner in technology and market evaluation of a number of acquisition candidates. Led the IP MobileNet acquisition and actively participated in the UTS Global and MicroFocus diligence and acquisitions. Mr. Leonardi served as Chairman and CEO of IP MobileNet from June 1999 to July 2000 where he restructured the company and hired the CEO, and he served as a member of the board of directors of UTS Global. During the period from Sep 2001 to Dec 2002, he led initiatives in Home Land Security to secure cargo containers and provide Special Forces at Fort Bragg a wearable technology to enhance situational awareness.

Corporate Executive Management Positions

Dec 2008 – Present: Sales Director, TWC Business Class, West Region

Responsible for growing the government and education business, the independent sales agent and carrier wholesale channels. In his first two years leading government and education sales, Mr. Leonardi booked over \$200 million TCV in the education sector. He also started and developed the sales agent channel and grew it to over \$50,000 MRC in 1-1/2 years. Mr. Leonardi manages the TWCBC Pacific West Region development of the cell tower fiber backhaul business, achieving 2,000 cell towers installed and 1,000 cell towers in the backlog, resulting in a total contract value of over \$300 million.

Jul 1993 - Apr 1999: VP International Sales, PairGain Technologies,

Mr. Leonardi started PairGain's international group where he grew revenues to \$40 million annually marketing E1 HDSL and Digital Loop Carriers worldwide. He developed sales channel partners in 70 countries and closed sales to customers such as NTT (Japan), China Telecom, Telstra, Telmex, Telebras, EmbraTel, SingTel, Telecom Argentina, Korea Telecom, most of the EU PTT's, Eastern Europe PTT's and the Middle Eastern Telco's, to name a few. The international group was profitable from inception and remained profitable throughout Mr. Leonardi's tenure. When he joined PairGain the annual revenue run-rate was under \$10 million and when he left it was over \$300 million. PairGain was acquired by ADC Telecom in 2000.

Sep 1989 – Apr. 1994: Mr. Leonardi co-founded Tianchi America, a Tianjin China JV digital PBX company, that grew to US\$30 million in five years. The investor group sold its equity interest to a Hong Kong group at a profit.

Jan 1987 - Jul 1993: President & CEO, Conveyant Systems, <http://www.conveyant.com/>

Mr. Leonardi co-founded this small privately held self funded CTI company and served as President and CEO. He sold his interest to the management and currently advises the CEO on strategic plans.

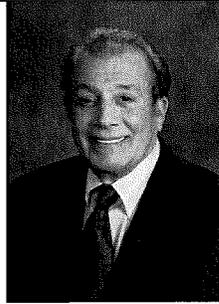
Sep 1981 - Dec 1986: President & CEO, CXC Corporation

Mr. Leonardi co-founded CXC with John Mumford of CrossPoint Venture Partners and served as President and CEO. CXC developed, licensed and marketed the first distributed digital PBX and ACD system for the US, EU and Japan markets. With the assistance of CrossPoint, Mr. Leonardi raised \$45 million in VC financing for CXC from firms such as KPCB, NEA, Venrock and Shea. He developed strategic partnerships with ITT Telecommunications (acquired by Alcatel), Sony and Sagem (France) and raised an additional \$20 million in corporate financing from these firms. He also licensed the technology to V-Band (now IPC) for use in voice-based trading systems. The company's largest customer was the IRS with over 120 systems deployed in 46 locations. Major multi-year distribution contracts included \$40 million with Centel, \$40 million with Western Union and \$45 million with Pacific Telecom. A \$100 million sales and manufacturing agreement signed

with ITT in early 1984 was canceled by Alcatel in 1985 a few months after their acquisition of ITT Telecom.

Mr. Leonardi began his career with IBM where he managed at the third level in less than three years. His first start up company was Inforex, where he was VP of Engineering, which grew to \$125 million in 5 years with a successful IPO. He then served as Vice President and General Manager of Pertec Computer's \$75 million System's Engineering Division which successfully exited with an acquisition.

Mr. Leonardi holds a BSEE from Illinois Institute of Technology and an MSEE from Syracuse University. He also graduated from IBM Management Development School, a 6 month program.



Personal

Founding CEO member of SoCalTen in 1984

Member of OCTANE <http://www.octaneoc.org/>

Guest Lecturer at UC Irvine's Graduate School of Management (1980's)

Married, two children – 23 and 20

Leisure activities: Digital Photography, Boating, Golf and Travel

References are available upon request



Daniel D. Dunning



Current Position

Regional Director of Commercial Services, Southern California/Hawaii

Qualifications

- **Cable MSO leader** responsible for shepherding and maintaining the growth of Commercial services in the Western half of the United States for the nations' number 2 cable company.
- **Product development expertise** with 9-plus years directing product development projects for the nations' number 2 cable company.
- **Senior-level Manager** with 14-plus years experience designing, installing, selling and maintaining enterprise and carrier networks.
- **Financial expertise** creating and managing budgets up to \$25 million per year.
- **Ability to lead and manage** large scale projects involving cross-functional teams with up to 100 participants, and up to 20 direct reports.
- **Consistently recognized** by upper level management for superior performance in meeting deadlines and completing complex projects.
- **Sales support expertise** in several area of sales support including: sales and marketing engineering, customer support, product development and business development.

Skill Set

Managerial

- **Supervisory Skills**
Managed employees up to 20 direct reports.
- **Budgetary Oversight**
Managed budgets up to \$25,000,000/yr.
- **Project Management**
Managed projects up to 2 years in length, multiple departments, and up to 100 participants.

Sales

- **Sales**
Major influence propelling fiber-to-the-business sales from zero to \$200+ million per year.
- **Sales Engineering**
Sales engineering for major accounts (T-Mobile, Verizon Wireless, MetroPCS, Sprint, Shaw Cable, Telus, ATT Wireless, etc.).
- **Marketing Engineering**
Directed competitive performance evaluation program at hardware OEM.

Technical

- **Product Development Engineering**
Directed product development cross-functional teams for the number 2 national Cable MSO.
- **Network Design, Testing & Implementation**
Director Commercial Engineering for number 2 national Cable MSO, designed, built and operated SONET services network.
Director of Proof of Concept laboratory for the number 2 national BLEC.

- **Network Administration, Management, Monitoring & Support**
Director of Network Operations for a national DSL service provider.
- **Systems Administration**
Managed 50+ servers and 7500+ workstations throughout a campus environment and its 12 satellite locations.

Employment

2001 – date Time Warner Cable Herndon, VA

Regional Director, Sales Engineering (2010 to date)

- Major strategic force behind growth of fiber-to-the-business sales as it is expanded from \$20 million to \$200 million per year in less than 3 years.
- Lead deployment of revolutionary new fiber-to-the-business all-fiber services delivery architecture.
- Inspiration and driving force behind new business services product lines.

Regional Director, Commercial Engineering (2008 to 2010)

- Designed and built 500-plus mile fiber optic network to reach hundreds of thousands of businesses.
- Designed and built state-of-the-art SONET services network to serve major wireless carriers and enterprise businesses.
- Built 5 engineering, field operations and support departments with ~50 full-time and temporary employees, and transitioned them to full time operations.

Regional Manager, Commercial Services (2001 to 2008)

- Propelled fiber-to-the-business sales from zero to \$20 million per year in less than 4 years.
- Inspiration and driving force behind 3 new business services product lines, creating tens of millions of dollars in annual revenue for the nations number 2 cable company.

2001 SPEEDSL.COM Van Nuys, CA

Director, Network Operations Center

- Transformed operations and customer support, improving customer service and call center metrics by 200%.

2000 – 2001 Tasman Networks, Inc. San Jose, CA

Product Marketing Engineer (2001)

Sr. Sales Engineer (2000 to 2001)

- Created innovative and graphically stunning competitive market analysis which became the focal point for a marketing campaign highlighting Tasman product superiority over its major competitors, Cisco and Riverstone.

1999 – 2000 Eureka-GGN New York, NY

Network Design Engineer

- Directed network design team and proof-of-concept lab which created a 250 building network for the largest publicly-traded office landlord in Southern California, Arden Realty.

1997 – 1999 UCI Medical Center Orange, CA

Programmer/Analyst

- Managed the UCIMC Y2K Project, including 20 direct reports, and 98 cross-functional team members.

1992 – 1997 University of California Irvine, CA

Postdoctoral Fellow

- Directed the research team which discovered the then unknown biophysical mechanism of action of the popular sleep agent Ambien®.

Education

MBA (incomplete) Pepperdine University Irvine, CA

PhD Virginia Commonwealth University Richmond, VA

MS/BS Oral Roberts University Tulsa, OK

MCSE (expired)

CCNP (expired)

CWNA (expired)

-

Ms. Dianell Caamano

QUALIFICATIONS

25+ Years Telecommunications experience.

Excellent communication skills with all regional and corporate levels.

Computer literate: MS Word, MS Excel, MS Access, MS Project, MS PowerPoint,
AutoCAD 14 / 2000, Lode Data, Visio.

WORK EXPERIENCE

2011 to Present **Director of Construction**

Time Warner Cable – North Zones 1 through 7.

- Responsible for CATV system that consisted of over 3500 miles to provide High Speed Internet and Digital Television Services.
- Direct and assist all plant extensions, design / engineering, contract labor.
- Review and approve all construction RFQ / RFP's for construction.
- Ordered and maintained inventory of materials.
- Prepared and maintained project schedule.
- Prepared weekly reports for Regional and Corporate Engineers.

2006 to 2011 **Construction Manager**

Time Warner Cable. *Van Nuys, California*

- Create and manage capital budgets for Zone 4 service areas which include Van Nuys, Sherman Oaks, Santa Monica, West Hollywood and Beverly Hills.
- Prepare monthly forecast for capital budget spending.
- Prepare, manage and track all schedules for the Cellular Back haul project in the North Area.
- Prepare weekly reports for the Sr. Director.
- Manage daily construction operations for Zone 4.
- Implemented Sales Force tracking – updating for Commercial Development projects in Zone 4.
- Work and communicate with Technical Operations Managers on projects within the Zone 4 service areas including but not limited to: Node Segmentations, plant repairs, customer service issues, and plant extensions.
- Work and communicate with Sales and Marketing to achieve goals on all commercial development projects.
- Work closely with Warehouse Manager to ensure construction material inventory.
- Provide leadership, mentoring, training, and motivation for Construction Supervisors and Coordinators in Zone 4.
- Created all tracking spreadsheets for capital spending, production reports, and daily construction activity.
- Manage in house staff of 20 employees.

2001 to 2006 **Regional Construction Supervisor**

Adelphia Communications. *Van Nuys, California*

- Managed upgrade projects that consisted of 3,000+ miles to provide High Speed Internet, Digital Services and Telephony.
- Managing all plant extensions, design / engineering, drafting and contract labor.
- Prepare and maintain project schedules for splicing and activation on New Development Projects in the LA Metro Region.
- Manage and coordinate construction maintenance for LA Metro Region as assigned.

1999 to 2001

Project Manager--Consultant

Lucent Technologies. *Irvine, California*

- Managed project activity for construction, installation and activation of communication systems to provide voice, high speed data, and video for Sprint and Winstar.
- Deployment of new radio equipment i.e. PTP, PMP, Lucent Dsalm radios, HVAC units, fire suppression systems, DSX patch panels, equipment racks, UPS systems, fiber management system, alarming system.
- Installation of Cat 5, T1, DS3, fiber optic, coaxial and 100 pair telecom lines.
- Prepare bill of materials; project cost estimates; schedules; and scope of work.
- Performed site surveys with A&E, Real Estate, and Construction teams.
- Conducted preconstruction meetings with property management or owners.
- Reviewed and approved RFQ / RFP's.

1998 to 1999

Regional Network Manager

TCI Chicago. *Chicago, Illinois*

- Managed all construction / maintenance activity consisting of 3500 miles in the City of Chicago to provide High Speed Internet and Digital Television.
- Installation of redundant fiber system, coaxial cable, power supplies and electronics.
- Review and approve RFQ /RFP's, bids, and contracts with outside contracting firms.
- Converting smatv hotels or MDU's to CATV systems.
- Responsible for managing build of new network operations facility for proposed Hotel network which included installation of servers, routers, modulators, fiber management, equipment racks, cable trays, etc to provide VOD service.
- Scheduled MDU upgrade for future telephony / Internet services.
- Prepared bill of materials, ordering and inventory of materials.
- Managed in-house staff of 4 employees.
- Managed capital budget of \$35,000,000.00

1994 to 1998

Construction Manager

Marcus Cable. *Glendale, California*

- Managed upgrade project of CATV system that consisted of 1600 miles to provide High Speed Internet and Digital Television Services.
- Managed all plant extensions, design / engineering, contract labor.
- Review and approve all construction RFQ / RFP's for construction.
- Ordered and maintained inventory of materials.
- Prepared and maintained project schedules for splicing and activation.
- Completed upgrade project 8 months ahead of schedule.
- Prepared weekly reports for Regional and Corporate Engineers.

EDUCATION

High School Graduate, 2 years of college business courses, MS Office certified, AutoCAD courses at Glendale College, United States Army—Personnel Management.

NATIONAL CABLE TELEVISION INSTITUTE

Installer, Technician, System Technician, Advanced Technician and Fiber Optic Courses.

REFERENCES

Upon Request

Alberto Algernon

PROFILE

Several years of experience in the telecommunications Industry, Field support, Customer care, technical support, Sales Engineering and Management. Qualified for career opportunities where operational management background and creative organizational abilities will be of value.

EDUCATION

Jose Maria Vargas University, Caracas, Venezuela Graduation, 1992
Bachelor of Science Degree in Industrial Engineering

WORK EXPERIENCE

Time Warner Cable Business Class

Senior Manager Operations, Customer Care 2009 – present

- Responsible for leading several Customer Care Teams including 2 call centers, Advance Billing and dispatch.

COX Communications (Business)

Manager, Sales Engineering 2008 - 2009

- Lead a team of 5 sales engineers, provide technical assistance to the sales teams, develops training for the sales organization and

help the sales team to exceed customer's needs. Manage most special requests and custom solutions.

Selective Achievements : Developed a new process to deliver hi-cap products in 10 days instead of 20. Utilizing Share point I created a

dashboard to manage metrics, reports, custom solutions opportunities, quotes, Sales engineers schedules, customer visits logs, commissions updates, electronic library, order scrubbing tracking and several alerting mechanisms utilized by the Sales Engineers and Hi-cap services

delivery team. I also designed a new process to handle customized solutions for customers, there are different groups involved in the

process, Engineering, fiber, operations, sales, marketing finances, etc

Operations Manager, Customer Care and Technical Support 2007 – 2008

- Responsible for service delivery, Hi-cap coordinators, MACD team, customer care, technical support, sales support help desk and Special projects team.

Selective Achievements: Created a service delivery expedites and escalation process developed an entire new way to process MACD Including the creation of a MACD team, created a Special projects team to handle the writing of M&Ps, new products and equipment testing

and implementations, planned outage management, etc.

Technical Support Supervisor 2003 – 2007

- Responsible for the performance, mentoring, training and results of a small call center, Tier 2 and Tier 3 technical support teams

Selective Achievements: Improved dramatically call center stats, took ASS from over 2 minutes to under 30 seconds. Created the Tier 3

team and the sales support help desk, Implemented a visual system to allow call center reps to see the stats live.

COX Business Lead, Field Service 2002 – 2003

- The primary functions of the field leads is to insure quality controls on installations performed by the field technicians, safety inspections, vehicle inspection, defensive driving evaluation, work order accuracy and serves as supervisor's backup.

Field Technician 1994 - 2002

- To provide excellent customer experience and high quality workmanship during installation of Cable services.

Industrias Vemar

Project Engineer 1993 – 1994

- Analyzed and determined air conditioning needs of customers, designed air conditioning systems and supervised installations

ICMASIN

Construction Supervisor 1992 – 1993

Telewaves

Owner 1990 - 1992

- Supervised eight employees in the installation of cable, MATV and MMDS systems.

LEADERSHIP SKILLS

Taken numerous leadership trainings and management classes: Organizational behavior, leadership in action, powerful communications strategies, leading for results, building an innovative workplace, managing for high performance and many others.

I have an ability to build great teams and cross-organizational relations. My primary philosophy for leading teams is to build trust among team members, management, support teams and customers.

Glenn A. Britt
Chairman & CEO



2011 EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Time Warner Cable reaffirms its commitment to providing equal opportunities for employment and advancement to qualified employees and applicants. Individuals will be considered for positions for which they meet the minimum qualifications and are able to perform; without regard to race, color, gender, age, religion, disability, national origin, veteran status, sexual orientation, gender identity, or any other basis protected by federal, state or local laws.

In line with this commitment, Time Warner Cable's policy, which has the steadfast support of each person in management, ensures equal opportunities for all individuals through the development and administration of equitable human resource policies and procedures including but not limited to: recruitment, promotions, compensation, benefits and separations.

Time Warner Cable voluntarily complies with federal and state legislation including Executive Order 11246, Section 503 of the Rehabilitation Act and the Vietnam Era Veterans Readjustment Assistance Act. It is also our policy that no employee, applicant, contractor, vendor or guest will be discriminated or retaliated against who reports misconduct, files a discrimination charge, participates in an investigation or opposes any discriminatory practice.

Time Warner Cable maintains an Affirmative Action Plan for each establishment to report on the progress of our equal opportunity efforts. Employees may review the Plan during regular business hours by contacting their Human Resource manager or any senior member of management.

Any employee or applicant who feels that they have been discriminated against, or is aware of a policy violation, should contact the Corporate Employee Relations Department by phone at 866-486-2786, via e-mail to twc.employee@twcable.com, or by mail to the attention of: Corporate Employee Relations, Time Warner Cable, 7820 Crescent Executive Drive, Charlotte, NC 28217.

Through our policies and programs, including our Affirmative Action program, we are taking positive steps to ensure that equal employment opportunities prevail.

A handwritten signature in cursive script that reads "Glenn Britt".

Glenn A. Britt
Chairman and Chief Executive Officer

Drug Free Workplace Policy

Time Warner Cable (TWC) is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. It is the policy of TWC to prohibit the unlawful manufacture, distribution, possession or use of a controlled substance during company time, on TWC's premises or other work sites where employees may be assigned. The Company further prohibits the use, sale, possession, distribution, manufacture or the transfer of controlled substances during nonworking time to the extent such use impairs an employee's ability to perform his/her job or where such use, sale, possession, distribution, manufacture, or transfer affects TWC's reputation with the general public.

Employees using over-the-counter or prescription drugs that may affect their ability to perform work in a safe and productive manner must notify the appropriate TWC representative prior to starting work, and the employee may be required to take a medical leave of absence for the time period they are required to take prescription or over-the counter drugs or until the drug no longer affect his/her performance or pose a threat to themselves or others.

All company property (i.e., desks, lockers, file cabinets, vehicles provided by TWC including vehicles subsidized through a car allowance), etc., and any property of employees located on TWC's premises or work sites are subject to inspection conducted by a designated TWC representative. If the Company reasonably suspects an employee is under the influence, then the Company reserves the right to drug screen for cause based on state specific regulations and restrictions.

If an employee is charged under a criminal drug statute for a violation or pleads guilty or no contest to such charges, the employee must notify the Company by the next business day of such conviction or plea. Failure to do so will result in termination of employment for the employee.

For additional information on the Drug Free Workplace policy, please contact your local Human Resources department.

Revision Date March 2010



You first. The technology follows.™

October 27th 2011

City of Long Beach Library

RE: E-rate Services Response to Form 470 Application Number 703970000931381

Proposal Number: TS11-053

Dear Yvonne:

Time Warner Cable Inc. (TWC) is pleased to submit the attached response to your request for high-speed Fiber data network connectivity to all Libraries in the City of Long Beach Library. Our response demonstrates TWC's ability to provide network solutions that will enable Long Beach Library to meet its technology needs. The following pages provide detail about TWC's network solutions, network monitoring capabilities and customer support resources. An overview of the project team that will support you through the implementation of this solution is included as well.

TWC is committed to providing City of Long Beach Library with the products and services necessary to meet its current and future technology needs. TWC is one of the world's largest digital video cable and broadband Internet service providers; our 80,000 employees have considerable expertise and insight that will be instrumental in providing the correct solutions for a project of this importance.

Within this response, pricing components, requirement acknowledgements, and professional services hours are provided.

Time Warner Cable's primary point of contact for City of Long Beach Library:

Maria Frew

Senior Account Executive / Government & Education

17777 Center Court Drive, 8th Floor

Cerritos, CA 90703

Phone - (562) 677-0273

Cell - (310) 770-9518

Email - maria.frew@twcable.com

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

A handwritten signature in dark ink, appearing to read "Maria Frew", written over a light-colored background.

Maria Frew

SOLUTION A: 10Mb x 10Mb Metro Ethernet Point to Multipoint and 60Mb x 60Mb Dedicated Internet Service over Fiber

Location	Address	City	Zip	Solution	Bandwidth	Term	Construction	NRC	Monthly Recurring
Main Library	101 Pacific Avenue	Long Beach	90822	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$0.00
Bay Shore Neighborhood	195 Bay Shore Avenue	Long Beach	90803	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
Dana Neighborhood	3680 Atlantic Avenue	Long Beach	90807	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
Los Altos Neighborhood	5614 E. Britton Drive	Long Beach	90815	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
Alamitos Neighborhood	1836 E. Third Street	Long Beach	90802	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
Brewitt Neighborhood	4036 E. Anaheim Street	Long Beach	90804	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
Ruth Bach Neighborhood	4055 Bellflower Blvd	Long Beach	90808	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
Burnett Neighborhood	560 E. Hill Street	Long Beach	90806	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
Bret Hart Neighborhood	1595 W. Willow Street	Long Beach	90810	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
North 11 Neighborhood	5571 Orange Avenue	Long Beach	90805	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
El Dorado Neighborhood	2900 Studebaker Road	Long Beach	90815	Metro Ethernet Point to Multipoint	10Mb x 10Mb	36 months	\$0.00	\$0.00	\$1,458
	4055 Bellflower Blvd, Long Beach CA 90808 3680 Atlantic Avenue 5571 Orange Avenue 2900 North Studebaker Road	Long Beach	90808	Dedicated Internet over Fiber	60Mb x 60Mb	36 months	\$0.00	\$0.00	\$2,100
								Pre ERATE	\$16,680

Notes:

The prices provided assume all sites are awarded to Time Warner Cable.
 Post ERATE approved as example at 80%: Long Beach Library Monthly Recurring: \$3336.00
 With CTF (California Teleconnect Fund) Discount 50%: Long Beach Library Monthly Recurring: \$1668.00

Mark Twain Neighborhood	1401 E. Anaheim Street, Long Beach CA 90813	Long Beach	90813						Current 100Mb Fiber - Not bidding by LB Library. If needed we can provide
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Form 471 - Item 21 Attachment

Customer Name: ***** City of Long Beach Library

FRN Number: 703970000931381

Service Provider Name: Time Warner Cable

Billed Entity Number: 143531

Term: 36 Month Term
 Proposal Date: October 27, 2011

(Estimated) E-Rate Funding Level: 80%

Initial 36 Month Term of Service		SPIN Number	Qty of Lines	One-Time Cost		Manual Recurring Cost		E-Rate Reimbursement	Net Annual Cost after E-Rate, before CTF	Net Annual Cost after E-Rate & CTF Discount
				Eligible One-Time Cost	Ineligible One-Time Cost	Eligible Monthly Cost	Annual Cost for Long Beach Library			
Service Description	Speed									
Metro Ethernet Point to Multipoint	10Mb x 10Mb Metro Ethernet	143028901	10	\$ -	\$ -	\$ 14,580.00	\$ 174,960.00	\$ 139,968.00	\$ 49,572.00	\$ 24,786.00
Installation - WAIVED		143028901	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Includes: CPE, 24x7 Service, (Managed Service)	Included in Metro Ethernet PTP-DIA	143028901	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dedicated Internet Access - 60Mb x 60Mb	60Mb x 60Mb DIA	143028901	1	\$ -	\$ -	\$ 2,100.00	\$ 25,200.00	\$ 20,160.00	\$ 5,040.00	\$ 2,520.00
(Estimated) Taxes/Surcharges				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total				\$ -	\$ -					
Totals						\$ 16,680.00	\$ 200,160.00	\$ 160,128.00	\$ 54,612.00	\$ 27,306.00
Net One-Time Installation Cost AFTER E-Rate *		\$0.00		\$ -						
Monthly Recurring to Long Beach Lib with sample ERATE discount and California Teleconnect Fund		\$ 1,668.00								
12 Month Term of Service Extension (After Initial 3 Yrs)		SPIN Number	Qty of Lines	One-Time Cost		Annual Cost		E-Rate Reimbursement	Net Annual Cost after E-Rate, before CTF	Net Annual Cost after E-Rate & CTF Discount
				Eligible One-Time Cost	Ineligible One-Time Cost	Eligible Annual Cost	Annual Cost for Long Beach Library			
Service Description	Speed									
Metro Ethernet Point to Multipoint	10Mb x 10Mb Metro Ethernet	143028901	10	\$ -	\$ -	\$ 14,580.00	\$ 174,960.00	\$ 139,968.00	\$ 49,572.00	\$ 24,786.00
Installation - WAIVED		143028901	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Includes: CPE, 24x7 Service, (Managed Service)		143028901	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dedicated Internet Access - 60Mb	60Mb x 60Mb DIA	143028901	1	\$ -	\$ -	\$ 2,100.00	\$ 25,200.00	\$ 20,160.00	\$ 5,040.00	\$ 2,520.00
(Estimated) Taxes/Surcharges				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total				\$ -	\$ -					
Totals						\$ 16,680.00	\$ 200,160.00	\$ 160,128.00	\$ 54,612.00	\$ 27,306.00
Net One-Time Installation Cost AFTER E-Rate *		\$0.00		\$ -						

CTF - California Teleconnect Discount - State Funded
 ERATE - Federal Funded

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	MARSH USA, INC. 1166 Avenue of the Americas New York NY 10036	Contact Name:	
		Phone No:	Fax No: 704-731-1209
		Producer Email:	
		Producer Customer No:	
INSURED	TIME WARNER CABLE LLC 17777 CENTER COURT DRIVE, SUITE 800 CERRITOS CA 90703	INSURERS AFFORDING COVERAGE	
		INSURER A:	New Hampshire Ins. Co. 23841
		INSURER B:	Insurance Co. of the State PA 19429
		INSURER C:	ACE American Insurance Company 22667
		INSURER D:	Commerce & Industry Insurance Company 19410
		INSURER E:	Navigators Insurance Company 42307
		INSURER F:	National Union Fire Ins Co of Pittsburgh 19445

COVERAGES CERTIFICATE NUMBER: 89059 705

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL 4406141	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 3976827 (AOS) CA 3976829 (MA) CA 3976828 (VA)	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTION RETENTION \$			G25828707	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N Mandatory in NH? If yes describe under SPECIAL PROVISIONS below		N/A	WC 061967021 (TX), WC 061967019 (FL), WC 061967023 (CA), WC 061967018 (AOS), WC 061967022 (NY,WI), WC 061967024 (MN), WC 061967020 (MA - Ins. Co. B)	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
F	OTHER Excess WC OH (\$1M Retention)			488-05-49	1/1/2011	1/1/2012	Workers Comp - Statutory 1,000,000
F	Excess WC OH (\$1M Retention)			488-05-49	1/1/2011	1/1/2012	Employers Liability 1,000,000
E	Excess Auto Only			NY11EXC702201IV	1/1/2011	1/1/2012	Each Occurrence 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 REF: PROPOSAL NUMBER TS11-053 - LONG BEACH PUBLIC LIBRARY
 THE CITY OF LONG BEACH, ITS BOARDS AND COMMISSIONS, AND THEIR OFFICIALS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AIMA AS REQUIRED PER WRITTEN AGREEMENT. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED PARTIES.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LONG BEACH 333 WEST OCEAN BLVD., 7TH FLOOR LONG BEACH CA 90802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF LONG BEACH, ITS BOARDS AND COMMISSIONS, AND THEIR OFFICIALS,
EMPLOYEES AND AGENTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF LONG BEACH, ITS BOARDS AND COMMISSIONS, AND THEIR OFFICIALS,
EMPLOYEES AND AGENTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) Is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule

SCHEDULE

THE CITY OF LONG BEACH, ITS BOARDS AND COMMISSIONS, AND THEIR OFFICIALS,
EMPLOYEES AND AGENTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective 12:01 A.M. 01/01/11 Effective Policy No. 061967023
Insured TIME WARNER CABLE INC.
Insurance Company NEW HAMPSHIRE INSURANCE COMPANY

WC 00 03 13
(Ed. 4-84)