

0150-12266-0002

TRANSMITTAL

TO The City Council	DATE 12/18/2025	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT ALL

First Restated and Amended Contract with Charter Communications Operating, LLC for Physical Coaxial Cable Services

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached report from the City Administrative Officer.



MAYOR
(David Michaelson for)

MWS:ADP:11260062

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)


To: The Mayor	Date: 12-12-25	C.D. No. All	CAO File No.: 0150-12266-0002				
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Bhavin Patel (213) 847-2199					
Reference: Request from ITA dated October 28, 2025							
Purpose of Contract: Citywide Physical Coaxial Cable Television and Internet Services							
Type of Contract: () New contract (X) Amendment, Contract No. C-143250		Contract Term Dates: October 1, 2022 through September 30, 2028					
Contract/Amendment Amount: \$2,750,000							
Proposed amount \$ 2,750,000 + Prior award(s) \$ 2,000,000 = Total \$ 4,750,000							
Source of funds: General Fund – ITA’s Communications Services Account							
Name of Contractor: Charter Communications Operating, LLC							
Address: 12405 Powerscourt Drive, St. Louis, MO 63131							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0.6%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council approve, and authorize the General Manager of the Information Technology Agency, or his designee, to execute the First Amended and Restated Contract with Charter Communications Operating, LLC for Citywide Physical Coaxial Cable Services extending the term three years effective October 1, 2022 to September 30, 2028 for a total of six years, and increasing the compensation amount by \$2.75 million for a total compensation amount of \$4.75 million, subject to the approval of the City Attorney as to form.

SUMMARY

The Information Technology Agency (ITA) requests to execute the First Amended and Restated Contract (Contract) with Charter Communications Operating, LLC (Charter) to provide Citywide physical coaxial cable services (Services), including both the provision of cable television and high-speed cable internet access. The original contract (C-143250) was entered as a sole source agreement without a competitive bidding process, as Charter is the sole provider of these Services in the specific zip codes that are authorized in the Contract, and owns and operates the cable infrastructure within those areas. The Contract would extend the term by three years to September 30, 2028 for a total of six years, and increase the compensation amount by \$2.75 million for a total compensation amount of

Austin Patrick			
ADP	Analyst	11260062	City Administrative Officer

\$4.75 million. The proposed Contract includes a ratification clause to allow Charter to provide Services prior to the execution of this Contract.

Charter has provided Citywide internet services since 2010 through various City agreements. Based on the City facility location and available internet infrastructure, ITA utilizes different vendors and internet service access technologies (such as fiber or cable) to provide internet for City staff at the lowest available cost with optimal quality. The primary City facilities that utilize the Services of the proposed Contract include Recreation and Parks recreation centers, Fire stations, branch libraries, and Council district offices.

The Contract is not subject to the Business Inclusion Program as it is a sole source agreement in accordance with Charter Section 371. Charter Section 1022 does not apply as the Contract is with a regulated public utility and there is no defined labor component. As part of the Contract negotiations, portions of the Standard Provisions were amended and amendments were approved by the City's Risk Manager and the City Attorney, as applicable. Charter is in compliance with all other applicable City contracting requirements.

FISCAL IMPACT STATEMENT

Funding for the proposed Contract is available in ITA's Communications Services Account. The impact to the General Fund is limited to the availability of funds appropriated in the budget.

FINANCIAL POLICIES STATEMENT

The recommendation of this report is in compliance with the City's Financial Policies as contract expenditures are limited to the appropriation of funds made by the City for this purpose.

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST
200 N MAIN ST, ROOM 1400
LOS ANGELES, CA 90012
213.978.3311

ita.lacity.gov

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

MARYAM ABBASSI
ASSISTANT GENERAL MANAGER

BHAVIN PATEL
ASSISTANT GENERAL MANAGER

EDUARDO MAGOS
ASSISTANT GENERAL MANAGER

October 28, 2025

REF: EXE-198-25

The Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Legislative Coordinator

Subject: **REQUEST APPROVAL FOR THE FIRST AMENDED AND RESTATED CONTRACT WITH CHARTER COMMUNICATIONS OPERATING, LLC FOR CITYWIDE PHYSICAL COAXIAL CABLE TV AND INTERNET SERVICES**

Dear Mayor Bass:

Attached for your review and approval is a draft of the First Amended and Restated Contract between the City of Los Angeles (City) Information Technology Agency (ITA) and Charter Communications Operating, LLC (Charter) (C-143250), which 1) extends the contract by three years to end on September 30, 2028; and 2) increases the total expenditure limit to \$4,750,000.

BACKGROUND

Charter, through its brand Spectrum, provides the City with cable television and some internet services through physical coaxial cable (coax). Coax is commonly used worldwide to transmit data, video, and voice communications over insulated copper wires, and has several benefits over fiber, including wider availability, easier installation, great durability, and higher bandwidth speeds at a lower cost. The City uses these services to provide television access Citywide, as well as cable modem internet access to Department of Recreation and Parks, Los Angeles Fire Department, Library Department, and Council District Offices. Additionally, coax adds to the City's resiliency by serving as a reasonably priced fail-over backup to public safety systems.

On October 1, 2022, the City executed Contract C-143250 to provide coaxial cable television and internet services. As noted in *Sec 3.1 "Service Area"* of the Contract, Charter is the sole provider of coaxial cable services for select areas. This contract limits services to the areas specified in *Sec 3.1 "Service Area."* ITA currently seeks to execute this amendment to 1) extend the contract term by three years to September 30, 2028; and 2) increase the total expenditure limit of the contract by \$2,750,000 to \$4,750,000.

COMPLIANCE DOCUMENTS

The Personnel Department does not require a Charter Section 1022 report as utility providers own and control their existing physical infrastructure and any labor is incidental.

The Business Inclusion Program requirement is not applicable for sole source contracts.

The contractor is working with its insurance agent to upload an ACORD insurance certificate in the City's KwikComply website in the amounts subject to the determination of insurance requirements by Risk Management.

The Disclosure Ordinance affidavit has been uploaded onto RAMP and was verified on April 25, 2021. The Equal Benefits Ordinance/First Source Hiring Ordinance affidavit is currently in progress by the vendor and will be uploaded on the RAMP website.

The Contractor Responsibility Questionnaire was filed on September 1, 2022, and verified by the Authorized Designated Administrative Agency Representative in Public Works on September 7, 2022.

The City Ethics Commission (CEC) Form 50 – Bidder Certification and Form 55 – Prohibited Contributors (Bidders) were completed by the vendor. CEC Form 55 was filed with the Ethics Commission on September 30, 2022.

The Contractor submitted a signed California Iran Contracting Act of 2010 affidavit on June 8, 2021.

The headquarters address and workforce information are as follows:

12405 Powerscourt Drive
St. Louis, MO 63131

Percentage of Workforce residing in the City: 0.6%

The draft agreement has been reviewed by the City Attorney as to form.

FISCAL IMPACT STATEMENT

ITA is funded within its Communication Services Account for citywide telecommunications services. No additional funding is required.

October 28, 2025

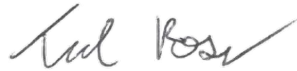
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RECOMMENDATION

Authorize the General Manager of ITA, or his designee, to execute the First Amended and Restated contract C-143250 with Charter to 1) extend the term of the contract through September 30, 2028; and 2) increase the total expenditure limit to \$4,750,000.

Please contact Bhavin Patel, Assistant General Manager, at (213) 847-2199 with any questions.

Respectfully submitted,



Ted Ross
General Manager

Attachments

ec: Melissa Velasco, CAO
 Austin Patrick, CAO
 Bhavin Patel, ITA
 Carlos Octoman, ITA
 Maria Ramos, ITA
 Mei Ly, ITA
 Baltazar Dasalla, ITA

FIRST AMENDED AND RESTATED CONTRACT C-143250

between

CITY OF LOS ANGELES

and

CHARTER COMMUNICATIONS OPERATING, LLC

THIS FIRST AMENDED AND RESTATED CONTRACT NO. C-143250 (“Amendment” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as “City” or “Customer”), acting by and through the Information Technology Agency (“ITA”), and Charter Communications Operating, LLC, on behalf of itself and its affiliates providing the Services, a Delaware limited liability company (hereinafter referred to as “Contractor”) providing products and services set forth herein, with reference to the following:

WITNESSETH:

WHEREAS, the City through ITA is responsible for providing select telecommunication services to all City departments; and

WHEREAS, the City requires physical coaxial cable services for cable TV, managed services, and internet broadband access at certain locations where it is a more cost-effective and viable option than Metropolitan Area Networking or Ethernet Local Area Network; and

WHEREAS, Contractor is the sole provider of the desired services in the locations where they are needed, including the areas in the City of Los Angeles designated herein; and

WHEREAS, the City and Contractor entered into Contract No. C-143250, having a term commencing October 1, 2022, and ending on September 30, 2025, whereby Contractor agreed to provide the above-listed services to City departments (“Original Agreement”); and

WHEREAS, City and Contractor desire to extend the term of the Original Agreement by three years; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree that the Original Agreement is amended as follows:

1.0 TERM OF CONTRACT

This Contract is effective as of October 1, 2025 and shall terminate three years therefrom on September 30, 2028.

2.0 COMPENSATION AND PAYMENT

2.1. Total Contract Expenditure

The City's total obligation under this Contract shall not exceed \$4,750,000.00. The Contractor further understands and agrees that execution of this Contract does not guarantee that the Contractor's employees will be utilized.

2.2. Pricing

Contractor shall provide services under this Contract at the cost specified in Appendix C: Enterprise Data Rate Card [Rev. 7/25] and Appendix D: Enterprise Business Video & Voice Rate Card [Rev. 9/25] for the term of the Contract.

2.3. Invoices

Contractor shall submit monthly invoices to the City.

City shall pay Contractor any non-recurring and monthly recurring charges ("Service Charges") for the address specified in the order for services ("Service Location") in accordance with the payment terms in the Contract. City shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Contract, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Contractor's net income. If City wishes to claim tax-exempt status, then City must supply Contractor with a copy of City's tax exemption certificate or other documentation supporting City's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If City supplies such documentation after that time, Contractor will apply it to City's account on a prospective basis, allowing Contractor at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, City agrees to pay or reimburse Contractor for any tax or fee not collected or liability incurred, including without limitation related interest

and penalties arising from Contractor's reliance on such invalid certificate or documentation.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

- Name and address of Contractor;
- Name and address of the City department being billed;
- Date of the invoice and the period covered;
Description of the services performed and the amount due for the services;
- Payment terms, total due, and due date;
- Remittance Address (if different from Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number; and
- Contractor's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted within 180 days of performance of services and are payable within 60 days of the date appearing on the invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time, but no later than three years after the date the Service was provided. City must provide notice to Contractor of any disputed charges within 120 days of the invoice date to receive any credit for which City may be due.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

3.0 STATEMENT OF WORK

Contractor agrees to provide the City with the physical coaxial cable services (“Services”) described in Appendix B: Coax Cable Services, including:

- Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”); and
- Spectrum Enterprise Internet Service (“EI Service”);
- Managed Network Edge Service (“MNE”), Enterprise Network Edge Service (“ENE”), Managed Router Service (“MRS”), and Managed Security Service (“MSS”) (collectively, “Managed Services”).

Services under the following sections in Appendix B: Coax Cable Services are not authorized for ordering under this Contract:

- Section 1 “TV Services”, § 1.c – Moviebeam
- Section 3 “Managed Services”, § 1.f – Managed Network Edge Teleworker
- Section 3 “Managed Services”, § 1.g – Managed Network Virtual Edge (vMX)
- Section 3 “Managed Services”, § 1.h – Managed Network AnyConnect
- Section 3 “Managed Services”, § 1.i – Managed Network Edge Sensors
- Section 3 “Managed Services”, § 1.j – Managed Network for Hospitality
- Section 3 “Managed Services”, § 1.k – Managed Network Edge for Campus Living
- Section 3 “Managed Services”, § 2.c – Enterprise Network Virtual Machine
- Section 3 “Managed Services”, § 4 – Secure Access with Cisco Duo
- Section 3 “Managed Services”, § 5 – Cloud Security with Cisco+ Secure Connect
- Section 3 “Managed Services”, § 6 – Design Integration and Support Services Ancillary to Cisco Duo Service and/or Cisco+ Secure Connect Service

3.1. Service Area

Contractor is the sole physical coaxial cable provider that is able to provide Services in the following zip codes:

90001 90021 90044 90077 90502 91330 91504 90002 90023 90045 90089 91331
91505 90003 90024 90046 90094 91335 91601 90004 90025 90047 90095 91340
91602 90005 90026 90048 90210 91342 91604 90005 90027 90049 90211 91343
91605 90006 90028 90056 90212 90744 91344 91606 90007 90029 90057 90230
90810 91345 91607 90008 90031 90058 90232 91040 91352 91608 90010 90032
90059 90245 91042 91356 90011 90033 90061 90247 91214 90012 90034 90062
90248 91303 91367 90013 90035 90063 90272 91304 91401 90014 90036 90064
90290 91306 91402 90015 90037 90065 90291 91307 91403 90016 90038 90066
90292 91311 91405 90017 90039 90067 90293 91316 91406 90018 90041 90068

90302 91324 91411 90019 90042 90069 90402 91325 91423 90020 90043 90071
90501 91326 91436.

In the following zip codes, Contractor will only provide Services to addresses where, to the best of its knowledge based on public information, Contractor is the sole physical coaxial cable provider that is able to provide Services:

90710 90717 90731 90732 91364.

3.2. Minimum Bandwidth

For services ordered under this contract, bandwidth speeds shall be at least 200 Mbps (download) and at least 10 Mbps (upload).

3.3. Performance

Contractor will use commercially reasonable efforts to provide the services to the City twenty-four (24) hours per day, seven (7) days per week, during the term of the Contract.

4.0 PROVISION OF SERVICES

4.1. Quote Request

ITA shall initiate a new service by requesting a quote from the Contractor. The quote request shall include the desired in-service dates, the address, and circuit requirements, including but not limited to bandwidth amounts and demarcation points. Contractor will use commercially reasonable efforts to provide service by ITA's desired date. Upon receipt of a quote request, the Contractor will investigate the work required to provide the service. Based on requirements that are mutually agreed to, the Contractor will provide ITA with an implementation schedule and a quote. ITA will then determine whether to order the service.

4.2. Ordering Services

To order a service, ITA shall issue an order for services in the form of a Sub-Authority for Expenditure ("SAFE") (see Appendix E for sample SAFE form) as required by Contractor, with the quote attached, to the Contractor ("SAFE Order"). The SAFE Order shall be approved by an authorized representative of ITA.

Each SAFE shall have a unique identification number used by ITA to track the status of the SAFE. The Contractor shall establish a service by means of an ITA issued SAFE, approved by an authorized representative. The Non-Recurring Charges (“NRC”) and Monthly Recurring Charges (“MRC”) for the requested Services and implementation schedule, previously estimated by Contractor, shall be included in the SAFE form, along with all of the elements and requirements upon which Contractor based its estimate and Contractor’s Service Exhibits as outlined in Appendices B, C, and D.

Upon Contractor’s acceptance of a signed and authorized SAFE Order from ITA, the Contractor will proceed in good faith to provide the ordered services. Contractor shall notify the ITA engineering staff member requesting the service when the service has been established. Except for coaxial services, ITA may request onsite testing with Contractor.

4.2.1. Written Approval Required

Before services are provided for any City department, Contractor must first receive written approval signed by authorized manager to proceed by ITA. The written approval must include a detailed Statement of Work defining the scope of services, duration of engagement, and the SAFE Order for the project. Contractor shall not exceed the approved scope or budget for any project as set forth on the SAFE Order, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from ITA is obtained modifying the scope or budget of the project in a revised SAFE Order.

4.2.2. Availability of Facilities

ITA understands that certain services, or certain features, may not be available in all Contractor service areas or may change from time to time, and that Contractor may decline to provide any requested services. Contractor’s ability to provide certain services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities, such as pole attachments and conduits to serve the service location. If Contractor is unable to secure and retain such items in accordance with the foregoing, Contractor may decline to accept or cancel a SAFE Order upon notice to ITA in accordance with Section 4.2.3 SAFE Order Revisions and Cancellations.

4.2.3. SAFE Order Revisions and Cancellations

If, either before or after a SAFE Order is executed, or during the course of this Agreement, Contractor determines that: (i) there is a lack of available service as detailed in Section 4.2.2 Availability of Facilities, or the criteria outlined in Section 4.2.4 Access to Service Locations and 4.3 Installation are not met; (ii) additional work is necessary to enable Contractor to deliver services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) City's inside wiring is causing signal leakage that violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Contractor's control that causes an adverse effect on Contractor's ability to provide the service, then Contractor may, at Contractor's sole discretion, either decline to accept or cancel a SAFE Order. Alternatively, Contractor will notify ITA of any additional Service Charges in excess of the amounts previously specified in a quote or SAFE Order. If Contractor notifies ITA that additional Service Charges will apply, and if ITA does not agree to pay such Service Charges by executing a revised SAFE Order within five (5) business days of receiving the same, ITA and Contractor shall each have the right to cancel the applicable SAFE Order or, if no SAFE Order has been executed, Contractor has the right to decline to accept a pending SAFE Order.

4.2.4. Access to Service Locations

City shall permit Contractor reasonable access to the Service Locations as needed to install, configure, upgrade, maintain, or remove the Contractor equipment and other service components located at the Service Locations. Contractor shall give the City five (5) business days of notice in which to make the access available.

4.2.5. Order Term

The "Initial Order Term" is the time period starting on the date the services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the SAFE Order. Upon expiration of the Initial Order Term, the applicable SAFE Order shall automatically renew for successive one-month terms (each a "Renewal Order Term," collectively with the Initial Order Term, the "Order Term"), unless either Contractor or City elects to not renew the SAFE Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term. Notwithstanding the expiration date of the Contract, any Order Term

that extends past such expiration date shall be governed by the terms of the Contract until the expiration of such SAFE Order.

4.3. Installation

Contractor will schedule one or more installation visits with ITA. At ITA's request, Contractor may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, ITA may be assessed reasonable, additional Service Charges based on Contractor's actual incurred labor, material, or other costs for such non-routine installation or maintenance. ITA's authorized representative must be present during installation.

4.3.1. Installation Review

Contractor may perform, either before or after acceptance of a SAFE Order, an installation review (including a review of City's inside wiring) of each proposed Service Location prior to installation of the services to determine the serviceability of such network location and the need to extend Contractor's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the services at the Service Location. If during the installation review, review of available facilities and access, site preparation, or installation activities described herein, Contractor determines that additional work is required to enable Contractor to deliver the services to the Service Location, Contractor will notify City of any additional Service Charges in excess of the amounts previously specified in a quote or SAFE Order.

4.3.2. Site Preparation

City shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Contractor's equipment and the installation and ongoing provision of services, including the relocation of City's equipment, furniture, and furnishings as necessary to access the Contractor's equipment or services. In addition, City shall provide Contractor with floor space, rack space, other space, and clean power as is reasonably necessary for the installation, operation, and delivery of Contractor's equipment and services at the Service Location(s).

4.3.3. Completion Certification

Upon completion of installation, Contractor shall, except for coaxial-based Services, provide City with test results/certificates that confirm the services provided conform to the ordered specifications.

4.3.4. Interconnection

ITA shall perform interconnection of the services and Contractor's equipment with any City-provided or end user equipment (collectively, "City Equipment"), unless otherwise set forth in an Appendix to this Contract or agreed in writing between the Parties, and shall conform City's Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the service provided by Contractor.

4.3.5. Site Cleanup and Restoration

Contractor shall be responsible for restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Contractor's faulty workmanship or installation of the service. If the installation and maintenance of services at the Service Locations is or becomes, in Contractor's sole opinion, hazardous or dangerous to Contractor's employees or network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Contractor may refuse to install and maintain such service or stop providing services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous.

4.4. Maps, Drawings and Floor Plans

The City may make available all maps, drawings, and floor plans for each site that are pertinent to the services. Such plans do not always accurately reflect the actual condition or current configuration of the various newly constructed or existing facilities. For this reason, the City does not warrant the accuracy of any maps, floor plans, or drawings. It is the Contractor's responsibility to physically inspect all aspects of the City site that could impact the Contractor's ability to properly provide the services.

All maps, drawings, floor plans, etc., provided by the City are confidential. Such documents shall be protected by the Contractor from unauthorized use by and disclosure to unauthorized persons in accordance with the provisions of this Contract. All such documents shall be returned to the City upon the termination or

expiration of this Contract, whichever occurs sooner. The provisions of this Section shall survive the termination or expiration of this Contract.

5.0 EQUIPMENT

5.1. Equipment Responsibilities and Safeguards

Contractor shall use commercially reasonable efforts to maintain and secure the Contractor Equipment used by Contractor to provide Services to City. Except as otherwise provided in this Contract or any SAFE Order(s), City shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by City. City shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Contractor, or otherwise tamper with any portion of the Contractor Equipment without the prior consent of Contractor. City is responsible for loss or damage to the Contractor Equipment while at City's or an end user's facilities. City shall also ensure that all Contractor Equipment at City's and end users' Service Location(s) remains free and clear of all liens and encumbrances.

Contractor utilizes as necessary a variety of reasonable network management practices and tools consistent with industry standards to ensure that all of its assets, systems, and software are protected from known, discovered, documented, and/or reported vulnerabilities to external threats to functionalities or security by installing applicable and necessary security patches within a reasonable timeframe.

Contractor categorizes security patch severity using the Common Vulnerability Scoring System (CVSS) and as a baseline for reasonableness, applies critical security patches immediately, high security patches within one month of release, medium security patches within 60 days, and low security patches within 90 days.

5.2. Equipment Return, Retrieval, Repair, and Replacement

Upon termination or expiration of each SAFE Order ("Termination"), City shall immediately cease all use of and promptly return, if applicable, to Contractor any software or software services provided by Contractor ("Software"). Additionally, at the discretion and direction of Contractor, (i) City shall return Contractor equipment to Contractor; (ii) City shall allow Contractor to retrieve the Contractor equipment, which Contractor equipment must be in the condition in which it was originally received by City, subject to ordinary wear and tear; or (iii) Contractor may choose not to recover all or certain portions of the Contractor equipment at the City's Location. If, upon Contractor's request, City fails to return the Contractor equipment, or does not allow Contractor to retrieve the Contractor equipment within thirty (30)

days after services are terminated, Contractor may, at its discretion charge City the cost to replace the unreturned Contractor equipment.

6.0 CONTRACT AUDITS

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all billing and related records pertaining to Services provided under the Contract. Contractor agrees to provide the City or its delegate, at no cost, any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after the later of delivery of the Service or issuance of an invoice for Services provided under the Contract. Contractor may require such delegates to sign a reasonable non-disclosure agreement.

7.0 PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

7.1. Parties to the Contract

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor: Charter Communications Operating, LLC, having an office at 12405 Powerscourt Drive, St. Louis, MO 63131.

7.2. Contractor's Representative

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for receiving inquiries related to the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Silvia Galindo

Title: Client Services Manager

Address: Charter Communications
Enterprise Care
4781 Irwindale, CA 91706

Telephone: 310-765-3326

E-Mail: silvia.galindo@charter.com

Formal notices, demands or other communications to Contractor shall be sent to the following address, with a copy to Contractor's representative:

Charter Communications Operating, LLC
ATTN: Legal Operations - Commercial Contracts
12405 Powerscourt Drive
St. Louis, Missouri 63131

7.3. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Maria Ramos

Title: Chief Management Analyst

Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012

Telephone: (213) 935-5639

E-mail: maria.ramos@lacity.org

7.4. City's Project Manager

The City hereby appoints the following person to act as the project manager.

Name: Carlos Octoman

Title: Senior Communications Engineer

Address: 200 N. Main St., CHE 1331
Los Angeles, CA 90012

Telephone: (213) 978-4016

E-mail: carlos.octoman@lacity.org

7.5. Communications

Formal notices, demands, and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt.

If there is a change in the name or address of the person designated to receive the notices, demands, or communications, written notice shall be given, in accordance with this Section, within ten (10) working days of said change.

8.0 NAME CHANGE

In the event that Contractor undergoes either an ownership change and the new owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

9.0 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq. (Disclosure of Border Wall Contracting). City may terminate this Contract at any time if City determines that contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

10.0 CONTRACTOR PERFORMANCE EVALUATION

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

11.0 CONTRACT MODIFICATIONS, CHANGES, OR AMENDMENTS

This Contract and the specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further written agreement.

12.0 CITY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement is subject to termination by the City as of the last day of the last fiscal year for which funds were appropriated. The City will make a good faith effort to notify the Contractor in writing of any such non-appropriation of funds at the earliest possible date. In the event of a termination under this Section 12, City shall be liable for payment of Services provided up to date of termination, in addition to a pro rata amount of unpaid costs incurred by Contractor and other non-recurring charges, including applicable third party termination liability charges, related to the provision of the Services.

13.0 ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Facsimile signatures or signatures scanned into portable document format (PDF), or another

electronic format designated by City, and sent by e-mail shall be deemed original signatures.

14.0 CONTRACTOR PERSONNEL

Contractor employs the use of subcontractors in the provision of its Services. Contractor shall at all times be responsible for all acts of its subcontractors of any tier. City acknowledges and consents to the use of these subcontractors. This acknowledgement constitutes prior written approval per the terms of PSC-11 of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

15.0 ASSIGNMENT

Notwithstanding the provisions of PSC-12 of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), upon obtaining written permission by the City, which City may not unreasonably withhold, Contractor may assign its rights and obligations under this Contract, in whole or in part, to any Contractor-affiliated party. City understands that regardless of any such assignment, the rights and obligations of Contractor herein may accrue to, or be fulfilled by, any Contractor affiliate, as well as by Contractor and/or its subcontractors.

16.0 DISCLAIMER OF WARRANTY

City assumes responsibility for use of the Service and Contractor Equipment, and uses the same at its own risk, and for access to and security of City's equipment and City's network. Contractor exercises no control over and has no responsibility whatsoever for the applications or content transmitted or accessible through the service and contractor expressly disclaims any responsibility for such applications or content. Except as specifically set forth in this Contract, the Service, Contractor Equipment, and any Contractor Materials are provided "as is, with all faults," 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 Contractor, its affiliates or its contractors or their respective employees shall create any warranty. Contractor does not represent or warrant that the service will prevent unauthorized access by third parties, will be uninterrupted, secure, error free, without degradation of voice quality or without loss of content, data or information, or that any minimum transmission speed is guaranteed at any time. Except as set forth in the Contract, Contractor does not warrant that any service or equipment provided by Contractor will perform at a particular speed, bandwidth, or throughput rate. In addition, City acknowledges and agrees that transmissions over the service may not be secure. City

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 city's own discretion and risk and that City will be solely responsible for any damage to City's or any end user's equipment or loss of such data, material or traffic during, or resulting from, city's or any end user's use of the service, including, without limitation, via sending or receiving, uploading or downloading, or other transmission of such data, material or traffic. In addition, City acknowledges and agrees that Contractor's third party service providers do not make any warranties to City under this Contract, and Contractor does not make any warranties on behalf of such service providers under this Contract, express or implied, including, but not limited to the implied warranties of merchantability, non-infringement, title, fitness for a particular purpose, system integration, data accuracy or quiet enjoyment.

17.0 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT, REGARDLESS OF WHETHER CONTRACTOR OR CITY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for Contractor's indemnification obligations under PSC-18 as set forth in this Contract, Contractor's maximum liability to City under this Contract shall be \$1,000,000. Notwithstanding such maximum liability, there shall be no limit to Contractor's liability for bodily injury claims resulting from Contractor's negligence or willful misconduct at a Service Location or City premises. Contractor 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 any 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 City-provided equipment, facilities, or services.

18.0 AMENDMENTS TO APPENDIX A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 1/25 [v.2])

a. PSC-6 (Excusable Delays) is deleted in its entirety and replaced with the following new PSC-6:

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires,

floods, earthquakes, epidemics, quarantine restrictions, weather, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist or war acts, insurrections or other civil disturbances, denial of use of pole or other facilities of a utility company, labor disputes, mechanical or power failures, fiber cuts, government acts, or any order, law, or ordinance in way restricting the operation of the Services, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

b. PSC-9 (Termination) is amended by deleting sub-sections A (Termination for Convenience) and B (1) (Termination for Breach of Contract) and replacing them with the following new sub-sections:

PSC-9. Termination

A. Termination for Convenience

City may terminate this Contract for City's convenience at any time by providing Contractor thirty days written notice. Upon receipt of the notice of termination, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Contractor all outstanding amounts due in addition to all costs incurred by

Contractor and other non-recurring charges, including applicable third party termination liability charges, related to the provision of the Services.

B. Termination for Breach of Contract

(i) Except as provided in PSC-6, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Contractor written notice of the default. City's default notice will indicate whether the default may be cured and the time period to cure the default to the reasonable satisfaction of City, which cure period shall be at least 15 days from date of receipt and describe in reasonable detail the default or non-compliance. Additionally, City's default notice may offer Contractor an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City's sole and reasonable discretion, City may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the 15-day time period set forth herein, then City may terminate this Contract due to Contractor's breach of this Contract.

(ii) In the event that City fails to cure any breach of a payment obligation related to Services provided to certain Service Locations, then Contractor may terminate the affected SAFE Order with respect to such Service Location. If suspension is due to City's failure to timely pay amounts due, Contractor may require payment of a reconnect charge to restart the suspended Services.

c. PSC-18 (Indemnification) is deleted in its entirety and replaced with the following new PSC-18:

PSC-18. Indemnification.

Except for the negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all third party lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability, for death or injury to any person,

including Contractor's employees and agents, or damage or destruction of any real or tangible property of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

- d. PSC-19 (Intellectual Property Indemnification) is deleted in its entirety and replaced with the following new PSC-19:

PSC-19. Intellectual Property Indemnification.

Contractor agrees, at its own expense, to indemnify, defend and hold harmless City, its boards, officers, agents, and employees (the "City Indemnified Parties") against any and all claims, liabilities, lawsuits, direct damages, losses, judgments, costs, fees and expenses incurred by City Indemnified Parties (including but not limited to, reasonable attorneys' fees and court costs), to the extent that such arise directly from third party claims that any of the Contractor Equipment and/or Network (collectively, the "Contractor System") used to deliver the Services infringes upon the intellectual property rights of such third party ("IP Claims"). Notwithstanding anything to the contrary herein, Contractor shall have no indemnification obligation with respect to any IP Claim arising out of: (i) content, materials or data transmitted by City via the Services; (ii) use of the Contractor System or Services in combination with products, materials, applications, methods, or other items not furnished by Contractor; (iii) a modification of the Contractor System or Services not required or directed by Contractor; or (iv) use of the Contractor System or Services in an unauthorized manner or in breach of this Agreement. If an IP Claim for which Contractor has an indemnification obligation under this Section is, or in City's reasonable opinion is likely to be made, then City will promptly notify Contractor of such claim or proceeding and, at Contractor's expense and sole discretion, Contractor will take one or more of the following actions: (A) secure the right for City to continue to use the Contractor System consistent with this Agreement; (B) replace or modify the Contractor System to make it non-infringing; or (C) if none of the foregoing alternatives are possible after Contractor has used its commercially reasonable efforts, terminate the affected Service. The foregoing states the sole and exclusive remedy of City in connection with any IP Claim. Notwithstanding anything in the Contract to the contrary, Contractor's maximum liability for an IP Claim shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

e. PSC-20 (Intellectual Property Warranty) is deleted in its entirety and labeled, “Intentionally Omitted.”

f. PSC-21 (Ownership and License) is deleted and replaced with the following new PSC-21:

PSC-21. Contractor Proprietary Rights.

All materials including, but not limited to, any Contractor Equipment (including related firmware), software, data and information provided by Contractor, any identifiers or passwords used to access the Service or otherwise provided by Contractor, 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 Contractor to provide the Service (collectively “Contractor Materials”) shall remain the sole and exclusive property of Contractor or its suppliers and shall not become a fixture to the Service location. City shall acquire no title to, interest or right (including intellectual property rights) in the Contractor Materials by virtue of the payments provided for herein, other than the limited, non-exclusive, and non-transferable license to use the Contractor Materials solely for City's use of the Service. City may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Contractor Materials, in whole or in part, or use them for the benefit of any third party. City shall not cause or permit at a Service Location the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Contractor Materials not expressly granted to City herein are reserved to Contractor or its suppliers. City shall not open, alter, misuse, tamper with, or remove the Contractor Equipment or Contractor Materials as and where installed by Contractor, and shall not remove any markings or labels from the Contractor Equipment or Contractor Materials indicating Contractor (or its suppliers) ownership or serial numbers.

g. PSC-22 (Data Protection) is deleted and replaced with the following new PCS-22:

PSC-22. Data Protection

Contractor shall protect, using generally accepted industry standard (for a provider of telecommunications and internet services) City-provided data acquired in the course and scope of this Contract (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within seventy-two hours, of Contractor's discovery of any unauthorized access of City Data (a "Data Breach"), or of any incident with an actual impact to Services and or to the City Data that results in a confirmed disclosure of City Data (a "Security Incident"). Contractor shall begin remediation immediately. Contractor shall cooperate with CITY in providing updates if required by City regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved. Contractor shall conduct an investigation of the Data Breach or Security Incident and, unless prohibited by law, shall provide information available to Contractor about the Security Incident to City, upon City's request. Information provided to City related to the Security Incident shall be afforded confidential treatment as permitted by this Contract or applicable law.

h. PSC-24 (Best Terms) is deleted in its entirety and replaced with the following new PSC-24:

PSC-24 Best Terms

Throughout the term of this Contract, Contractor shall offer City competitive terms, prices and discounts that are offered to any of Contractor's similarly situated public customers for similar goods and services provided under this Contract.

i. PSC-40 (Compliance with Identity Theft Laws and Payment Card Data Security Standards) is deleted and replaced with the following new PCS-40:

PSC-40. (Compliance with Identity Theft Laws and Payment Card Data Security Standards).

To the extent City makes available to Contractor data subject to identify theft protection laws, Contractor shall comply with such laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to customers. Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any

service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA. For avoidance of doubt, the parties agree that this Contract is not a data sharing or data usage agreement, and that the Services are those provided under the Contract. Accordingly, Contractor shall not receive, collect, have access to or store any individual's personal information or personally identifiable information of City or City's end-users. Notwithstanding anything to the contrary, Contractor may collect, use, and maintain business contact information from a City employee or authorized representative to perform all activities in connection with providing the Services under this Contract.

19.0 RATIFICATION

Due to the need for the Contractor's Services to be provided continuously on an ongoing basis, the Contractor may have provided Services prior to the execution of this Agreement. To the extent that said Services were performed in accordance with the terms and conditions of this Agreement, those Services are hereby ratified.

20.0 APPENDICES

The following appendices are incorporated into and made a part of this Contract:

Appendix A: Standard Provisions for City Personal Services Contracts (Rev. 1/25 [v.2])

Appendix B: Coax Cable Services

Appendix C: Enterprise Data Rate Card

Appendix D: Enterprise Business Video & Voice Rate Card

Appendix E: Sample SAFE Form

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Contract
2. Appendix A
3. Appendix B

4. Appendix C

5. Appendix D

6. Appendix E

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____

Joshua M. Templet
Deputy City Attorney

Date: _____

ATTEST:
Patrice Y. Lattimore
City Clerk

By: _____

Date: _____

CITY OF LOS ANGELES:

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Bhavin Patel
Assistant General Manager
Information Technology Agency

Date: _____

CONTRACTOR:
CHARTER COMMUNICATIONS
OPERATING, LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Charter Communications, Inc.

Date: 08/08/2025

Agreement/Reference: Coaxial Cable Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability At least \$2 million aggregate; City of Los Angeles must be named as an additional insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

Professional Liability (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: Submitted to Baltazar Dasalla @ ITA, August 8, 2025

****Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>**

Appendix B

Coax Cable Services

Appendix B
Coax Cable Services

Section 1

Spectrum Enterprise TV and Spectrum Business TV Service (collectively, "TV Service")

Spectrum Enterprise TV Service and Spectrum Business TV Service provide television programming services, including the packages of video channels and music programming, as designated in a Service Order.

1. Spectrum Enterprise TV Service. Spectrum offers different video service options under Spectrum Enterprise TV Service: Set Back Box, Fiber Connect Plus, Moviebeam, SpectrumU, and Spectrum Enterprise TV Streaming Access.

a. Set Back Box. Set Back Box ("SBB") Service uses a slim-designed device that typically mounts directly on the back of a Customer television set to deliver the service. The SBB Service offers customers a high definition ("HD") video lineup, Video on Demand ("VoD"), an interactive program guide, and access to parental controls. Additional optional services for SBB include a customized logo for the Service Location, locally inserted video content (subject to technical limitations) ("Content Insertion Service"), and additional premium programming.

SBB Service can be delivered to the Service Location on either fiber or coax transport and can be distributed throughout the Service Location on either coax or Ethernet wiring.

Notwithstanding anything in this Attachment to the contrary, Spectrum shall install and program all video display terminals ("Connections") for the SBB Service. Customer shall ensure the availability of Connections that are compatible with the SBB Service, including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

If Customer desires the TV user interface associated with the SBB Service to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

b. Fiber Connect Plus. Spectrum offers two options for Fiber Connect Plus ("FC+") Service: (i) "FC+" (referred to herein as "Standard FC+") delivered in quadrature amplitude modulation ("QAM") format, which provides high reliability non-switched HD video over a fiber transport network to the Service Location, and (ii) "FC+ IP Handoff" delivered in internet protocol ("IP") format, which is delivered via a dedicated fiber connection to a Spectrum-managed switch. FC+ Services do not include video-on-demand, Pay-Per-View ("PPV"), an interactive programming guide, or digital video recorder ("DVR") capabilities.

FC+ Service requires that Connections and any Customer video network equipment be MPEG-4 compatible. Commercial grade Connections are recommended. Customer is responsible for all applicable Connection configuration and premises wiring.

- i. If Customer orders Standard FC+, Customer's Service Location is required to have coaxial cable infrastructure capable of supporting bandwidth of at least 860 MHz.
- ii. If Customer orders FC+ IP Handoff, Customer's Service Location is required to have Ethernet Cat5/6 local area network ("LAN") and/or fiber LAN wiring.

c. Moviebeam. Moviebeam is a third-party value-added integrated service provider with services available for hospitality customers. Moviebeam offers a choice of service levels which may include an interactive programming guide, property management system ("PMS") integration, interactive guest services, ability to access certain applications (separate End User subscriptions may be required), casting capabilities, and/or expanded customization options for branding the TV user interface. Moviebeam installs and programs all Connections for Moviebeam Service. Customer must ensure the availability of Connections that are compatible with Moviebeam Service. Customer must provide Moviebeam technicians accommodations for lodging at the Service Location during any visits to install the Moviebeam Service.

d. SpectrumU and Spectrum Enterprise TV Streaming Access ("TVSA"). SpectrumU (available through an app named "SpectrumU" and the website watch.spectrumuTV.com) and TVSA (available through an app named "Spectrum Enterprise TV" and the website spectrumenterpriseTV.com) are online video services (collectively referred to herein as the "Apps") that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. The Apps offer customers an HD video lineup, VoD, an interactive program guide, and access to parental controls. Additional optional services for the Apps include a customized logo for the Service Location, Content Insertion Service (subject to technical limitations), and additional premium programming. The Apps may not be available through all application stores. Factors outside of Spectrum's control may affect the quality of service experienced by Customer and its End Users, including without limitation, the quality and utilization of Customer's network, service attacks, and the End User's device.

Customer acknowledges that Spectrum requires Customer's End Users to accept separate end user license terms prior to using or downloading either of the Apps, and Spectrum may require that End Users update the Apps from time-to-time in order to continue using the Apps.

2. Spectrum Business TV Service. Spectrum Business TV Service uses a set top box to deliver the service. This service offers customers an HD video lineup, VoD, PPV, an interactive programming guide, and DVR capabilities.

Spectrum Business TV Service is delivered to the Service Location via coax transport and is distributed throughout the Service Location on coax wiring.

Notwithstanding anything in this Attachment to the contrary, Spectrum shall install and program all Connections for the Spectrum Business TV Service. Customer shall ensure the availability of Connections that are compatible with the Spectrum Business TV Service, including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

3. Restrictions.

(a) Music. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers; Broadcast Music, Inc.; SESAC, Inc.; and their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate related to Customer's transmission, retransmission, communication, distribution, performance or other use of the TV Services.

(b) Video. Customer must notify Spectrum whether the TV Service will be displayed in (i) private viewing areas, and/or (ii) common or public viewing areas. Premium Services (defined below) may not be exhibited, and DVR functionality may not be employed, by Customer in common or public areas (e.g., halls, lobbies, offices, elevators, waiting rooms, bars, restaurants, etc.) of Customer's Service Locations, as doing so may violate certain licensing requirements related to the display of TV Services. For purposes of this Service Agreement, "Premium Services" means premium programming specified in a Service Order, such as Max, Showtime, TMC, Cinemax, STARZ, Encore, or MGM+.

(c) Service Locations Charging Fees and/or Engaged in Entertainment. In no event may TV Service be exhibited at locations where an admission fee, cover charge, minimum or like sum is charged, nor may Customer permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the broadcast of TV Service.

(d) Pay-Per-View. Customer may not order, request, exhibit, or record PPV programming in a commercial establishment; unless explicitly authorized to do so by agreement with an authorized program provider.

(e) General. (i) Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties. Customer shall not, and shall not authorize or permit any other person to, (A) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service or any part thereof (except in connection with use of DVR functionality that is part of an applicable Service, but subject to the other restrictions herein); (B) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location or to more television outlets than reflected in a Service Order; (C) move the TV Service to another location after installation; or (D) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. (ii) Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including, without limitation, the delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for TV Service as agreed by Spectrum and Customer.

If Customer purchases Content Insertion Service, such service is strictly for Customer-produced content, not the rebroadcast of TV channels, movies, or other third party produced content unless Customer has a specific license authorizing such use. Customer must provide and is solely responsible for all content for Content Insertion Service, as well as the video/audio input/output (or failure of the video/audio input/output) thereof, and Customer agrees that such content, programming and use of the inserted content will not violate any laws or rights of third-parties (including, without limitation, intellectual property or proprietary rights). Unless prohibited under applicable law, Customer shall indemnify, defend, and hold harmless Spectrum and its affiliates from all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses (including, without limitation, reasonable attorneys' fees) related to Customer's use of the Content Insertion Service, the content Customer provides for such service, and the video/audio input/output (or failure of the video/audio input/output) thereof.

4. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any Connections or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the applicable Order Term. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for any service issues that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such service issue is due to Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require Spectrum to use specialized equipment to continue to deliver TV Service, Spectrum shall provide such Spectrum Equipment, and Customer may be required to pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

5. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of its programming, including, without limitation, channel line-ups, programming packages, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third-party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

6. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service or verify the estimated viewing occupancy for bars, restaurants and other event venues. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order, and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs 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 MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, surcharges, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its End Users for issues related to use of the TV Service. Customer shall use all reasonable efforts to diagnose the cause of the TV Service impacting event. If the TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum or Spectrum Equipment, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") available at <https://enterprise.spectrum.com/legal/acceptable-use-policy.html>, and that policy is incorporated by reference into this Service Agreement. The current version of the AUP is attached for reference purposes only as Exhibit 1. In the event of a conflict between the AUP set forth in the URL above and Exhibit 1, the AUP terms set forth at <https://enterprise.spectrum.com/legal/acceptable-use-policy.html> shall control. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

Section 2

Enterprise Internet Service (“EI Service”)

Enterprise Internet Service. EI Service provides Internet access service implemented using a hybrid fiber/coax or a fiber access network. Customer interface to the data network is via Ethernet connection. EI Service enables a variety of upstream and downstream rates. If Customer elects to receive EI Service, Spectrum shall provide Internet connectivity to the Customer Service Locations. Spectrum will also supply necessary equipment, which is Spectrum Equipment, at each site that will be capable of receiving the Service specified in the Service Orders.

EI Service, or features of EI Service, may not be available in all service areas. EI Service is “On-Net” if it is provided by Spectrum to Service Locations entirely through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network, through third-party service providers.

Customer’s use of the EI Service is subject to the following additional terms and conditions:

- 1. Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the EI Service selected by Customer. However, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
- 2. Acceptable Use Policy.** Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) available at <https://enterprise.spectrum.com/legal/acceptable-use-policy.html>, and that policy is incorporated by reference into this Service Agreement. The current version of the AUP is attached for reference purposes only as Exhibit 1. In the event of a conflict between the AUP set forth in the URL above and Exhibit 1, the AUP terms set forth at <https://enterprise.spectrum.com/legal/acceptable-use-policy.html> shall control. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
- 3. Static IP Service.** Customer may elect to purchase static IP addresses from Spectrum. Delivery of static IP addresses may require additional equipment which Spectrum will supply. If Customer terminates an EI Service for which Customer has also subscribed to Static IP Service, then Customer shall be deemed to have terminated the corresponding Static IP Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

Section 3

Managed Network Edge Service (“MNE”), Enterprise Network Edge Service (“ENE”), Managed WiFi Service, Secure Access with Cisco Duo (“Cisco Duo”), Cloud Security with Cisco+ Secure Connect (“Cisco+ Secure Connect”), Managed Router Service (“MRS”), and Managed Security Service (“MSS”) (collectively, “Managed Services,” and each individually, a “Managed Service”)

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased Managed Service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software, firmware or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a “Technical Configuration Questionnaire” to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum’s Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

Acceptable Use Policy.

Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) available at <https://enterprise.spectrum.com/legal/acceptable-use-policy.html>, and that policy is incorporated by reference into this Service Agreement. The current version of the AUP is attached for reference purposes only as Exhibit 1. In the event of a conflict between the AUP set forth in the URL above and Exhibit 1, the AUP terms set forth at <https://enterprise.spectrum.com/legal/acceptable-use-policy.html> shall control. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

1. MANAGED NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the MNE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer and End Users are responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations and End User locations (as applicable) in order for Customer and its End Users to utilize the MNE Service. If Internet connectivity or power at a Service Location, End User location, or for CPE suffers degradation or is unavailable for any reason, then the MNE Service at such location, or with respect to such CPE, may be degraded or inoperable. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY MNE SERVICE, OR PART THEREOF, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY CAMERA RECORDING, STORAGE OR ARCHIVING FUNCTIONS, EVEN IF THE FOREGOING IS RELATED TO A SECURITY OR SAFETY RELATED EVENT.

Customer may not add devices obtained from third parties to the Spectrum/Customer co-managed MNE organization (“MNE Organization”). In the event Customer adds additional devices to such MNE Organization, then: (i) Spectrum has the option, but not the obligation, to remove the devices from the MNE Organization without notice to Customer; and (ii) any Service Level Agreements applicable to an MNE Service managed within the MNE Organization shall not apply until the devices are removed from the MNE Organization by Customer or Spectrum.

(a) Managed Network Edge. MNE Service provides routing, VPN capabilities, security features, and unified threat management at Customer's Service Locations. Enhanced functionality and licensing options may be available upon request.

(b) Managed Network Edge WiFi. MNE WiFi Service provides Customer with wireless networking connectivity at Customer's Service Locations. Spectrum will provide Customer with wireless access plan with MNE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibility to purchase additional MNE WiFi Service to augment coverage as may be needed.

(c) Managed Network Edge Switch. MNE Switch Service provides Customer with Layer 2/3 switching at Customer's Service Locations.

(d) Managed Network Edge Camera. MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations. Upon request, Spectrum will coordinate with Customer to help identify camera placement locations and coverage areas (based on square footage), consistent with quantity of devices ordered. Actual camera coverage may vary from design and is limited based on various factors, including, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibility to purchase additional Camera Services to augment coverage as may be needed.

(e) Managed Network Edge Camera Cloud Storage. MNE Camera Cloud Storage Service provides camera cloud archiving to individual cameras as an add-on service to the MNE Camera Service (a separate cloud storage license is required for each camera). The Camera Cloud Storage Service is offered in several different storage periods.

(f) Managed Network Edge Teleworker. MNE Teleworker Service provides Customer with router and VPN capabilities for remote work locations (e.g., home or small office). MNE Teleworker Service devices will be shipped to the Customer's designated contact who will be responsible for forwarding the devices to End Users. Customer shall also be responsible for retrieving MNE Teleworker Service devices from End Users upon termination of the MNE Teleworker Service. Installation of the MNE Teleworker Service devices will be performed on a self-install basis. Individual End Users shall contact Customer for support regarding the MNE Teleworker Service, and not contact Spectrum directly. Notwithstanding anything in the Terms of Service to the contrary, the MNE Teleworker Service Initial Order Term and Billing Start Date will begin upon delivery of the MNE Teleworker Service equipment to Customer, as indicated by Spectrum's designated courier. Customer must purchase MNE Service from Spectrum in order to purchase MNE Teleworker Service.

(g) Managed Network Edge Virtual Edge (vMX). MNE Virtual Edge (vMX) Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Google Cloud Platform, or Microsoft Azure. Customer must establish its own account with Amazon, Google or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Edge software. Customer must purchase MNE Service from Spectrum in order to purchase MNE Virtual Edge (vMX) Service.

(h) Managed Network Edge AnyConnect. MNE AnyConnect Service consists of a VPN server configured on Customer's MNE edge device and accessed by AnyConnect Plus VPN client software installed on Customer's End Users' device. When using AnyConnect products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable AnyConnect terms, including the following: (i) Cisco End User License Agreement for AnyConnect Secure Mobility Client available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/DOC-1.pdf, and (ii) Supplemental End User License Agreement available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/anyconnect-SEULA-v4x.pdf. Notwithstanding anything in the Terms of Service to the contrary, the MNE AnyConnect Service Initial Order Term and Billing Start Date will begin upon the date that Spectrum provides AnyConnect license information to Customer. Customer must purchase MNE Service from Spectrum in order to purchase MNE AnyConnect Service.

(i) Managed Network Edge Sensors. MNE Sensors provide insights into Customer's workspace. The sensors provide Customer with near real-time visibility and the ability to avoid disruptions by setting alerts and notifications to Customer to changes in conditions in their environments via a portal. Examples of MNE Sensor types include: Temperature and Humidity. Open/Close, Water Detection, Temperature Probe, Air Quality, Smart Button.

(j) Managed Network Edge for Hospitality. MNE for Hospitality Service provides the Customer with a WiFi network solution with wireless access points ("WAPs") deployed at the Service Location to enable designated users of the Customer's choice to wirelessly access the Internet. MNE Hospitality Service or certain features (guest support, property management system (PMS) integration, site management portal, and conference manager), may not be available in all service areas and may change from time to time.

(k) Managed Network Edge for Campus Living. MNE for Campus Living Service provides the Customer with a WiFi network solution with WAPs deployed at the Service Location to enable designated users of the Customer's choice to wirelessly access the Internet. MNE for Campus Living Service or certain features thereof (personal area network, management portal, and captive portal), may not be available in all service areas and may change from time to time.

2. ENTERPRISE NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the ENE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer is responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations in order for Customer to utilize the ENE Service. If Internet connectivity or power at a Service Location, or if CPE suffers degradation or is unavailable for any reason, then the ENE Service at such location may be degraded or inoperable.

SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY ENE SERVICE, OR PART THEREOF, FOR ANY REASON.

Customer may not add devices obtained from third parties to the Spectrum/Customer co-managed ENE organization ("ENE Organization"). In the event Customer adds additional devices to such ENE Organization, then: (i) Spectrum has the option, but not the obligation, to remove the devices from the ENE Organization without notice to Customer; and (ii) any Service Level Agreements applicable to an ENE Service managed within the ENE Organization shall not apply until the devices are removed from the ENE Organization by Customer or Spectrum.

(a) Enterprise Network Edge. ENE Service provides routing, VPN capabilities, and security features at Customer's Service Locations.

(b) Enterprise Network Edge Switch. ENE Switch Service provides Customer with Layer 2/3 switching at Customer's Service Locations.

(c) Enterprise Network Edge Virtual Machine. ENE Virtual Machine Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Microsoft Azure. Customer must establish its own account with Amazon or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Machine software. Customer must purchase ENE Service from Spectrum in order to purchase ENE Virtual Machine Service.

(d) Enterprise Network Edge WiFi. ENE WiFi Service provides Customer with wireless Networking connectivity at Customer's Service Locations. Spectrum will provide Customer with a wireless access plan with ENE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional ENE WiFi Service to augment coverage as may be needed.

3. MANAGED WIFI SERVICE. This section applies only if Customer purchases the Managed WiFi Service.

(a) Spectrum will provide Managed WiFi solution with WAPs deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed Wi-Fi Service or certain features may not be available in all service areas and may change from time to time, in Spectrum's sole discretion.

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations where Spectrum will not be the primary Internet access provider, provided that Customer purchases an Internet access Service from Spectrum for the sole purpose of providing Spectrum direct internet connectivity to the Managed WiFi Service equipment (e.g., switches and controllers) for the purpose of administration and monitoring.

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the Spectrum WiFi questionnaire completed by the Parties. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. SECURE ACCESS WITH CISCO DUO.

This section applies only if the Customer purchases Cisco Duo Service. Cisco Duo Service is a subscription-based service that delivers multi-factor authentication (MFA), device trust, policy-based access, and/or single sign on, as purchased by Customer. Cisco Duo Service adds protection to applications on Customer's network, and enables a second source of validation, such as via a smartphone or token, to verify user identity before granting access. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco Duo Service. The Cisco Duo Service includes an initial allotment of telephony credits for text message charges related to the transmission of a token/passcode to the End User. Once the initial allotment of telephony credits is used, Customer is responsible for purchasing additional telephony credits.

When using Cisco Duo Service offered through Spectrum, Customer and each End User agrees to and accepts Cisco's applicable Duo Service Terms and Conditions available at: <https://duo.com/legal/pass-through-terms> (or the applicable successor URL).

5. CLOUD SECURITY WITH CISCO+ SECURE CONNECT.

This section applies only if the Customer purchases Cisco+ Secure Connect Service. Cisco+ Secure Connect Service is a subscription-based service designed with security features to connect End Users to various resources, including, without limitation, applications hosted in common public cloud platforms and private data centers. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco+ Secure Connect Service.

When using Cisco+ Secure Connect Service offered through Spectrum, Customer and each End User agrees to and accepts the Cisco End User License Agreement and Product Specific Terms for Cisco+ Secure Connect, both available at www.cisco.com/go/eula (or the applicable successor URL).

6. DESIGN, INTEGRATION AND SUPPORT SERVICES ANCILLARY TO CISCO DUO SERVICE AND/OR CISCO+ SECURE CONNECT SERVICE. If Customer purchases Cisco Duo Service and/or Cisco+ Secure Connect Service, Customer may also purchase one or more of the following ancillary services, as applicable:

(a) Integration and Design Service.

i. Application Integration Service (Applicable only to Cisco Duo Service)

Customers who purchase Application Integration Service will receive assistance from Spectrum with configuring a client application (e.g., GoogleDocs, Salesforce, etc.) for Cisco Duo Service multi-factor authentication. Customer will be required to complete a Questionnaire that identifies applications to be configured.

ii. Design Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

Design Service helps Customer plan, design, and execute the deployment of Cisco Duo Service and/or Cisco+ Secure Connect Service. Design Service is customized for each Customer on an individual case basis.

(b) Support Service.

i. QuickStart Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

QuickStart Service includes 12 hours of technical support by Spectrum to assist Customer with onboarding, user profiles, change management, and security profile tuning. The 12 hours of technical support are scheduled between Customer and Spectrum, as needed, to assist with initial deployment. The 12 support hours must be used within the first 12 months following the Billing Start Date, and any unused hours expire at the end thereof.

ii. Advanced Support Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

Advanced Support Service includes 4 hours per month of advanced technical support by Spectrum. Customer is responsible for scheduling Advanced Support Service working sessions with Spectrum personnel to assist with technical support services, including, without limitation, service configurations, user onboarding, application testing, change management, and security profile tuning. Unused hours in one month do not roll over to the following month.

7. MANAGED ROUTER SERVICE. This section only applies if Customer purchases MRS.

(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum Dedicated Fiber Internet (“DFI”) Service, Spectrum Business High-Speed Internet Service, or Spectrum Ethernet Services. A third-party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates the Spectrum Service to which Customer has connected the MRS, then Customer shall be deemed to have terminated the corresponding MRS and may be subject to Termination Charges in accordance with the Terms of Service.

8. MANAGED SECURITY SERVICE. This section only applies if Customer purchases MSS.

(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Standard and Advanced. MSS has two service levels with different features. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection.

(c) Connectivity. MSS is only available when connected via Spectrum DFI Service or Spectrum Business High-Speed Internet Service. A third-party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(d) Termination. If Customer terminates the Spectrum Service to which Customer has connected MSS, then Customer shall be deemed to have terminated the MSS and may be subject to Termination Charges in accordance with the Terms of Service.

EXHIBIT 1

ACCEPTABLE USE POLICY FOR ENTERPRISE SERVICES

FOR REFERENCE PURPOSES ONLY

Charter Communications Operating, LLC and its respective affiliates and subsidiaries providing enterprise services ("Spectrum Business") has created this Acceptable Use Policy ("AUP") applicable to Dedicated Fiber Internet, Secure Dedicated Fiber Internet, Enterprise Internet and Wireless Internet Service, collectively the "Internet Services". In order to provide high quality customer service and to ensure the integrity, security, reliability, and privacy of the Internet Services, this AUP applies, along with the terms of service governing the Customer's use of Internet Services and related services ("TOS"), to specify use restrictions applicable to users of the service. Customer recognizes and agrees that the then-current version of the AUP, to be maintained by Spectrum Business and posted on the Spectrum Business for Enterprise Services website, will supersede all previous versions of this document and Customer's continued use of Internet Services will constitute Customer's acceptance of this AUP as may be amended.

BY USING THE INTERNET SERVICES, CUSTOMER AGREES TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICE TO ABIDE BY, THE TERMS OF THIS AUP AND ASSOCIATED TOS. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF THE SERVICE.

1. USE. The Internet Services are designed solely for use in Customer's business. Customer is responsible for any misuse of the Internet Services that occurs through Customer's account, whether by an employee of Customer's business or an authorized or unauthorized third-party. Customer is responsible for any and all email addresses associated with Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Internet Services. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Internet Services, including any data stored or shared on that device and (ii) any access point of the Internet Services. If Customer sells or resells advertising or webspace to a third party, then Customer will be responsible for the content of such advertising or on such webspace and the actions of such third party. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Internet Services in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service. Spectrum Business reserves the right to disconnect or reclassify the Internet Services to a higher grade or to immediately suspend or terminate the Internet Services for failure to comply with any portion of this AUP, without prior notice.

2. PROHIBITED ACTIVITIES USING THE SYSTEM, NETWORK, AND INTERNET SERVICES. Any activity or use of the Internet Services which violates system or network security, or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

- a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, relay communication through a resource, or to breach security or authentication measures without express authorization of the owner of the system or network.
- b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
- c. Interference with service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
- d. Forging the header of any transmitted information packet, email, or Usenet posting.
- e. Modifying or tampering with any hardware, software, or configuration provided by Spectrum Business including but not limited to: routers, switches, access points, wireless gateways, security devices, and cable modem configuration files.
- f. Disrupting any aspect of the Internet Services through any means.
- g. Assuming or assigning a Spectrum Business IP address that was not allocated to the user by Spectrum Business or its network - all Internet Services users are subject to IP address assignment as determined by Spectrum Business.
- h. Running any type of server on Spectrum Business' system that is intentionally used to disrupt other users of

the Internet Services or users of the Internet in general.

3. **NO ILLEGAL OR FRAUDULENT USE.** The Internet Services may be used only for lawful purposes. Customer will not use or allow others to use the Internet Services in any manner that is in violation of any applicable federal, state, local, or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Internet Services to impersonate a person or entity is not permitted.

4. **NO SPAM.** Users may not send any unsolicited bulk email or electronic communication including, but not limited to, instant messenger programs, Usenet, etc. that promotes or advertises a cause, opinion, money making opportunity, or the like that the recipient did not specifically request from the sender ("Spam"). All commercial email messaging must comply with the Federal, State, and Local law, such as the CAN-SPAM Act (See: <https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>). These communications do not necessarily have to pass through the Internet Services' email infrastructure - it only needs to originate from an Internet Services user.

Spectrum Business maintains a zero-tolerance policy on Spam for all of its Internet Services and may take immediate action against users violating this AUP. Spectrum Business reserves the right to impose certain limitations on use of the Internet Services' email.

The Internet Services may not be used to collect responses from unsolicited communication regardless of the communication's origination. Moreover, unsolicited communication may not direct the recipient to any website or other resource that uses the Internet Services and the User may not reference the Internet Services in the header or by listing an IP address that is associated with the Internet Services in any unsolicited communication even if that communication is not sent through the Internet Services or its infrastructure.

Users may not send any type of communication to any individual who has indicated that they do not wish to receive messages from them. Continuing to send email messages to anyone who has expressly requested not to receive email from a user is considered to be harassment. Customer is responsible for maintaining confirmed opt-in records and must provide them to Spectrum Business upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

5. **NO SYSTEM DISRUPTION.** Customer will not use, or allow others to use, the Internet Services to disrupt, degrade, and/or otherwise adversely affect Spectrum Business' network or computer equipment owned by Spectrum Business or other Spectrum Business customers.

6. **SECURITY/ABUSABLE RESOURCES.** User is solely responsible for the security of any device connected to the Internet Services, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abusable resources include but are not limited to: open news servers, open SMTP servers, insecure routers, wireless access, and insecure proxy servers. Upon notification from Spectrum Business, users are required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.

7. **NO "HACKING".** Customer will not use, nor allow others to use, the Internet Services to access the accounts of others or to attempt to penetrate security measures of the Internet Services or other computer systems ("hacking") or to cause a disruption of the Internet Services to other online users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

8. **NETWORK MANAGEMENT.** Spectrum Business utilizes as necessary a variety of reasonable network management practices consistent with industry standards to ensure that all of its Customers have a high-quality online experience. These practices are undertaken without regard to the source, destination, content, application, and/or service, and are designed to protect Customers from activities that can unreasonably burden our network or compromise security. Spectrum Business' online network is a bidirectional network, the proper management of which is essential to promote the use and enjoyment of the Internet by all of our Customers. Spectrum Business monitors its network and attempts to address projected demand for capacity, taking reasonable steps to expand capacity, as necessary. Refer to Spectrum Business Network Management Practices for more information.

9. **VIRUSES.** Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses including but not limited to worms, "Trojan horses", denial of service attacks, and/or bots.

Spectrum Business will take appropriate (as determined in Spectrum Business' sole discretion) action against users infected with computer viruses or worms to prevent further spread.

10. **ENFORCEMENT.** Spectrum Business reserves the right to investigate violations of this AUP, including the gathering of information from the Customer or other users involved and the complaining party, if any, and the examination of material on Spectrum Business' servers and network. Spectrum Business prefers to advise users of AUP violations and any necessary corrective action, but if Spectrum Business, in its sole discretion, determines that a user has violated the AUP, Spectrum Business will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, service restrictions, and termination of service. Spectrum Business is not liable for any such responsive action and these actions are not exclusive. Spectrum Business may take any other legal or technical action it deems appropriate.

11. **NO WAIVER.** The failure by Spectrum Business or its affiliates to enforce any provision of this AUP at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

12. **REVISION TO AUP.** Spectrum Business reserves the right to update or modify this AUP at any time and from time to time with or without prior notice. Continued use of the Internet Services will be deemed acknowledgment and acceptance of this AUP. Notice of modifications to this AUP may be given by posting such changes to the Spectrum Business Acceptable Use Policy for Enterprise Services found at <https://enterprise.spectrum.com/>, by email or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit Spectrum Business's website and review this AUP to ensure that their activities conform to the most recent version. In the event of a conflict between any customer or customer agreement and this AUP, the terms of this AUP will govern. Questions regarding this AUP should be directed to aupquestions@charter.com. Complaints of violations of it by Spectrum Business customers can be directed to abuse@spectrum.com.

SPECTRUM BUSINESS RESERVES THE RIGHT, AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF THE INTERNET SERVICES WITHOUT NOTICE IF SUCH USE VIOLATES THE AUP, INFRINGES UPON SPECTRUM BUSINESS' OR A THIRD PARTY'S RIGHTS, IS UNLAWFUL, INTERFERES WITH SPECTRUM BUSINESS' SYSTEMS OR NETWORK OR THE INTERNET CONNECTIVITY OR OTHERS' USE OF THE INTERNET SERVICES.

Appendix C
Enterprise Data Rate Card

Appendix C – Data Rate Card

This Appendix C – Rate Card is incorporated into and made a part of the Agreement entered into by and between Charter Communications Operating, LLC on behalf of its operating subsidiaries providing the Services (“Spectrum”) and City of Los Angeles (“Customer”) and is effective October 1, 2025 (“Effective Date”). The term of this Appendix C – Data Rate Card shall be three (3) years from the Effective Date (“Rate Card Period”), unless sooner extended or terminated, whole or in part, in accordance with the provisions contained in the Agreement. Unless specifically set forth herein, capitalized terms shall have that meaning set forth for them in the Agreement.

1. Pricing set forth herein shall be available to SAFE Orders placed by Customer for Services ordered on or after the First Restated and Amended Contract C-143250 Effective Date. Furthermore, Service Locations that require construction or that are “off-net” (i.e., outside of Spectrum’s service area or require a third-party service provider to connect to the Spectrum network) may be subject to higher monthly recurring charges (“MRC”) or higher One Time Charges (“OTC”).
2. Available Services / Service types / speeds may vary by location.
3. Upon expiration of the term of this Appendix C, on September 30, 2028, Spectrum retains the right to update pricing set forth herein upon not less than thirty (30) days’ prior written notice.
4. Pricing shall apply based on selected Service and Order Term.
5. Except as explicitly stated herein, rates provided are exclusive of taxes, fees and surcharges, which, if applicable, are billed in addition to the MRC. If Customer requires rates inclusive of taxes, fees and surcharges, please contact your account manager for a quote.

Enterprise Internet

- Available SAFE order term: 12 months, 36 months

Spectrum Enterprise Internet			
Speed (Based on Market)		All Locations (MRC)	
Standard	Upgraded	12 Months	36 Months
100 Mbps x 20 Mbps	100 Mbps x 100 Mbps	\$100.00	\$85.00
500 Mbps x 35 Mbps	500 Mbps x 500 Mbps	\$150.00	\$135.00
1 Gbps x 50 Mbps	1 Gbps x 1 Gbps	\$225.00	\$185.00

Spectrum Enterprise Internet Ancillary		
Internet Ancillary Service	MRC	
	12 Months	36 Months
1 Static IP	\$20.00	\$15.00
5 Static IPs	\$30.00	\$25.00
13 Static IPs	\$40.00	\$35.00
29 Static IPs	\$60.00	\$55.00

Appendix C – Data Rate Card

Managed WiFi

- Available SAFE order term: 12 months, 36 months

Spectrum Enterprise Managed WiFi		
Managed WiFi Service	MRC	
	12 Months	36 Months
MR28	\$65.00	\$27.00

Enterprise Internet Installation

Spectrum Enterprise Internet Installation	
Service	One- Time Charges (OTC)
Installation Fee (if technician is required)	\$100.00
Installation Fee (if technician is not required)	\$0.00

Appendix D
Enterprise Business
Video & Voice Rate Card

Appendix D – Business Video & Voice Rate Card

This Appendix D – Rate Card is incorporated into and made a part of the Agreement entered into by and between Charter Communications Operating, LLC on behalf of its operating subsidiaries providing the Services (“Spectrum”) and City of Los Angeles (“Customer”) and is effective on October 1, 2025 (“Effective Date”). The term of this Appendix D – Business Video & Voice Rate Card shall be for three (3) years from the Effective Date (“Rate Card Period”), unless sooner extended or terminated, in whole or in part, in accordance with the provisions contained in the Agreement. Unless specifically set forth herein, capitalized terms shall have that meaning set forth for them in the Agreement.

1. Pricing set forth herein shall be available to SAFE Orders placed by Customer for Services ordered on or after the First Restated and Amended Contract C-143250 Effective Date. Furthermore, Service Locations that require construction or that are “off-net” (i.e., outside of Spectrum’s service area or require a third-party service provider to connect to the Spectrum network) may be subject to higher monthly recurring charges (“MRC”) or higher One Time Charges (“OTC”).
2. Available Services / Service types / speeds may vary by location.
3. Upon expiration of the term of this Appendix D, on September 30, 2028, Spectrum retains the right to update pricing set forth herein upon not less than thirty (30) days’ prior written notice.
4. Pricing shall apply based on selected Service and Order Term.
5. Except as explicitly stated herein, rates provided are exclusive of taxes, fees and surcharges, which, if applicable, are billed in addition to the MRC. If Customer requires rates inclusive of taxes, fees and surcharges, please contact your account manager for a quote.

Spectrum Business Video Offers

- Available SAFE Order terms: 12 Months
- Broadcast TV Surcharge NOT included in rate, but identified separately below.

Spectrum Business Video (Available SAFE Order terms outlined above)		
Video Package	Only Persistent MRC	HD Converter / DVR Converter MRC
Business TV	\$40.00	\$15.00 each
Business TV Premier*	\$70.00	

- *Business TV premier includes Business TV service.
- DVR Converter requires DVR service.

Broadcast TV Surcharge	
SAFE Order Term	MRC
Available SAFE Order terms outlined above	\$35.00/per Service Location account

Spectrum Business Video Ancillary services (Available service order terms outlined above)	
Service	MRC

Appendix D – Business Video & Voice Rate Card

Business Variety TV**	\$15.00 per Service Location account
TV Tier Latino	\$10.00 per Service Location account
Music Choice	\$30.00 per Service Location account
Premium Packages*** (ex. HBO)	\$15.00 each, per Service Location account
Single DVR*** Service Fee	\$12.00
Multi DVR*** Service Fee (2-4)	\$20.00

- **Business Variety TV Requires TV Premier
- ***Premium Packages and DVR service are only available for private view accounts.

Installation – All Services (One Time Charges)

Service	One Time Charge
Installation Charge or change of service that requires truck roll:	\$100.00
Wall Fish	\$50.00 per outlet
Change of service with no truck roll	\$0.00

Appendix E
Sample SAFE Form

Sub-Authority for Expenditure (SAFE)

This Sub-A.F.E Order is limited to Telephone, Radio, and other Communication and Accessory Service

Number	<input type="text"/>	Date	<input type="text"/>
Demand number	<input type="text"/>	Demand	<input type="text"/>
Contact	<input type="text"/>	Business phone	<input type="text"/>
Attention	<input type="text"/>	Grand total	<input type="text"/>
Vendor	<input type="text"/>		

The Sub-A.F.E. number must be shown on all itemized invoices and /or completed Company work orders submitted for Agency/Department audit of billing.

Services requested at

Department	<input type="text"/>	Activation date	<input type="text"/>
Site contact	<input type="text"/>	Circuit ID	<input type="text"/>
Location 1	<input type="text"/>	Room	<input type="text"/>
Location 2	<input type="text"/>		

Billing information

Name	<input type="text"/>	Account	<input type="text"/>
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Comments

Comments:

Draft -- Review -- Approve

Drafted by	<input type="text"/>	Drafted	<input type="text"/>
Reviewed by	<input type="text"/>	Reviewed	<input type="text"/>
Approved by	<input type="text"/>	Approved	<input type="text"/>

Response time(ms): 394, network: 6, server: 332, browser: 56