

GENERAL

Spectrum Enterprise

Internet Service Proposal for TELECOMMUNICATIONS AND WIDE AREA NETWORK (WAN) CONNECTIVITY

Presented To:
Teach Public Schools
Director of Operations, Data and Technology
1846 W. Imperial Hwy
Los Angeles, CA 90047
erate@teachps.org

Presented By:
Mr. Joe Torres
Strategic Account Executive - Gov't/Education
17777 Center Court Drive
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Friday, February 7, 2020

Mr. Enrique Robles
Director of Operations, Data and Technology
Teach Public Schools
1846 W. Imperial Hwy
Los Angeles, CA 90047
erate@teachps.org

Dear Mr. Robles:

Spectrum Enterprise* is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide network solutions that will enable Teach Public Schools to meet its technology needs.

Spectrum provides advanced broadband services to more than one million business customers nationally, and we are one of the largest Ethernet providers in the country and the largest provider in the major US cities we serve.

Partnering with Spectrum provides the foundation to open opportunity, drive innovation and deliver exceptional experiences. Spectrum's advanced technology and product innovations address customer's growing demands for increased bandwidth, scalability, reliability and mobility. Spectrum is committed to delivering industry-leading client service and support.

Thank you for the opportunity to submit this response to your RFP. Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

Mr. Joe Torres

Strategic Account Executive - Gov't/Education

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating LLC, a subsidiary of Charter Communications, Inc.

LEGAL DISCLAIMER and SUMMARY

This proposal shall not be considered an acceptance of any offer by Teach Public Schools or otherwise create a binding contract between Teach Public Schools and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Teach Public Schools may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final bid acceptance.

DEFINITIONS OF ABBREVIATED TERMS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
NON-RECURRING CHARGE	NRC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU

FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

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EXECUTIVE SUMMARY

Spectrum Enterprise (“Spectrum”), a commercial brand of Charter Communications, Inc. is pleased to provide this response illustrating our ability to provide Teach Public Schools with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools

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

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today’s technology more affordable.

Spectrum’s Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

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

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

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

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

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

Implementation Plan

Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Teach Public Schools, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Teach Public Schools' site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 90 days.

ABOUT US

Spectrum Enterprise, a commercial brand of Charter Communications, Inc. is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio of networking and managed services solutions includes Internet access, Ethernet and Managed Network Services, Voice and TV solutions. Our team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 28 million residential and commercial customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 98,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum Enterprise, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).

CONNECTING YOUR CAMPUS WITH ADVANCED LEARNING

Deliver the connectivity that equips teachers, empowers students, and seamlessly helps staff, students, and visitors collaborate and connect. A smart technology partner helps you bring the promise of education to life.

Supporting Digital Learning for K-12 with E-rate

Helping You Enrich 21st-Century Learning with E-rate Services

Dwindling budgets and increasing regulations present a challenge to many schools in acquiring the technologies needed to fuel today's digital learning environments. The E-rate program is an invaluable resource for K-12 schools and libraries to obtain affordable access to advanced telecommunication services, and Spectrum Enterprise offers a suite of E-rate-eligible services—and local, dedicated education representatives—to help you navigate the program and attain a rich and secure digital infrastructure.

What Is the E-rate Program?

As part of the Federal Telecommunications Act of 1996, the E-rate program was created to provide eligible K-12 schools and libraries with discounts of up to 90 percent on select telecommunications services to meet their growing connectivity needs. This federal program is administered by the Schools and Libraries Division (SLD) of the [Universal Service Administrative Company \(USAC\)](#).

How We Can Help

Spectrum Enterprise provides a complete solution for the K-12 marketplace, with services that enable students and educators to access digital learning via a secure infrastructure, whether it is using instructional course materials, interacting with classmates or taking exams on a mobile device.

We became a compliant E-rate service provider in 1998, and we take pride in being one of the largest E-rate service providers today, working with hundreds of school districts nationwide and delivering service to more than 10,000 locations and millions of students.

Our team of Education professionals can help you access information to achieve maximum E-rate funding. We stay up to date on the latest FCC provisions and rules and can help you navigate the E-rate application process to transition your learning environment to the ever-changing digital world. For assistance, contact a local, dedicated Spectrum Enterprise Education representative.

EVERYTHING BEGINS AND ENDS WITHIN YOUR FOUR WALLS

IT Operations for a Single Location Produces a Unique Set of Challenges

In many ways, the IT needs of a single location are more challenging than a business with hundreds of office locations. A slow connection or an outage for a large multi-location business is an inconvenience, but if a company that operates from a single location that loses connectivity, your operation stops - no phones, no Internet and no clients. Your network not only supports your day-to-day operations, it's also your source for staying ahead of the competition. While businesses of all sizes are using cloud and mobility to fuel their ability to be more efficient and increase revenue, single location operations have a far greater opportunity to more rapidly turn technology into a competitive advantage.

Spectrum Enterprise Enables Innovation

To lead the competition, you need network access that's reliable, secure and affordable, and it needs to be scalable to grow with your business. Our cloud connectivity solutions, high-speed Internet connectivity, highly-performing networking and voice services can give you the access to the innovation you need to establish and maintain a competitive advantage.

With Spectrum, you can:

- ▶ Grow your business with high-performance cloud connectivity that's scalable, reliable, and secure
- ▶ Create a great client experience across every channel – online, in person, and over the phone
- ▶ Save your company time, money, and internal resources with a dedicated account team that is with you every step of the way

FIBER INTERNET ACCESS

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue.

[Fiber Internet Access overview](#)

Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity—ranging from 25 Mbps to 10 Gbps—backed by industry-leading service-level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable, as well as consistent, speeds because of Spectrum Enterprise’s fiber-rich network.

When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

Product highlights

- ▶ **Enable High-bandwidth connectivity:** Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- ▶ **Maximize Internet speeds:** Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- ▶ **Ensure reliability regardless of location:** Get reliable connectivity whether your business is in a metropolitan or outlying area
- ▶ **Enable end-to-end security:** Dedicated connectivity is delivered over Spectrum Enterprise’s secure, fiber-rich network
- ▶ **Ensure maximum performance and uptime:** Proactive monitoring is offered 24/7/365
- ▶ **Rely on dedicated support:** Spectrum Enterprise Technical Specialists are available 24/7/365

Product

- ▶ **Integrate Robust Managed Network Security:** Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee

PRODUCT BRIEF FIBER INTERNET ACCESS

Technical Specifications Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- ▶ Provisioned on our advanced fiber-rich network from the client premises to one of many Spectrum Enterprise hub locations throughout the Spectrum Enterprise network footprint
- ▶ Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- ▶ Fiber access circuit is unsusceptible to electromagnetic interference

Internet Access Demarcation

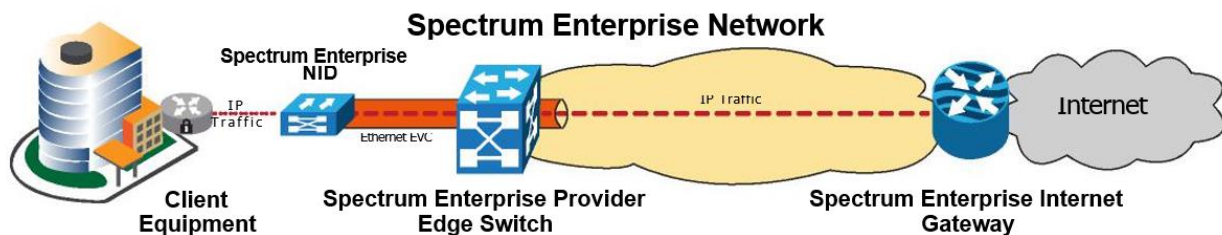
- ▶ Fiber connections to the Spectrum Enterprise network are managed by a dedicated network interface device
- ▶ All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network

Routing

- ▶ Routing options are static routing or border gateway protocol (BGP)

Static IP Addresses

- ▶ IP address space is included
- ▶ Spectrum Enterprise offers dual stacking of IPv4 and IPv6 address space



Learn more at

enterprise.spectrum.com

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of Spectrum’s Commercial Terms of Service which is posted to the Spectrum Enterprise website at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> (or any successor url) (the “Service Agreement”), incorporated into this response by reference and made a part thereof, which shall govern the contractual relationship between the parties and the provision of the services (the “Services”) under the Service Agreement.

Investment for Spectrum Services Based on Various Terms

A: LOCATION ADDRESS	Product	Speed	Term	QTY	MRC*	NRC*
8505 S Western Ave , Los Angeles CA 90047	FIA	500M	12	1	\$850.00	\$0.00
	FIA	500M	24	1	\$850.00	\$0.00
	FIA	500M	36	1	\$775.00	\$0.00
	FIA	500M	48	1	\$775.00	\$0.00
	FIA	500M	60	1	\$775.00	\$0.00
8505 S Western Ave , Los Angeles CA 90047	FIA	1G	12	1	\$850.00	\$0.00
	FIA	1G	24	1	\$1,650.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	1G	48	1	\$775.00	\$0.00
	FIA	1G	60	1	\$750.00	\$0.00
8505 S Western Ave , Los Angeles CA 90047	FIA	2G	12	1	\$2,880.00	\$0.00
	FIA	2G	24	1	\$2,640.00	\$0.00
	FIA	2G	36	1	\$2,399.00	\$0.00
	FIA	2G	48	1	\$2,280.00	\$0.00
	FIA	2G	60	1	\$2,051.00	\$0.00
8505 S Western Ave , Los Angeles CA 90047	FIA	5G	12	1	\$4,950.00	\$0.00
	FIA	5G	24	1	\$4,538.00	\$0.00
	FIA	5G	36	1	\$4,124.00	\$0.00
	FIA	5G	48	1	\$3,919.00	\$0.00
	FIA	5G	60	1	\$3,529.00	\$0.00
8505 S Western Ave , Los Angeles CA 90047	FIA	10G	12	1	\$6,480.00	\$0.00
	FIA	10G	24	1	\$5,940.00	\$0.00
	FIA	10G	36	1	\$5,399.00	\$0.00
	FIA	10G	48	1	\$5,130.00	\$0.00
	FIA	10G	60	1	\$4,616.00	\$0.00

8505 S Western Ave , Los Angeles CA 90047	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
8505 S Western Ave , Los Angeles CA 90047	MSS	501-1000M	12	1	\$400.00	\$0.00
	MSS	501-1000M	24	1	\$400.00	\$0.00
	MSS	501-1000M	36	1	\$350.00	\$0.00
	MSS	501-1000M	48	1	\$350.00	\$0.00
	MSS	501-1000M	60	1	\$350.00	\$0.00
10000 S Western Ave , Los Angeles CA 90047	FIA	500M	CO-TERM	1	\$2,480.00	\$0.00
10000 S Western Ave , Los Angeles CA 90047	FIA	1G	CO-TERM	1	\$2,480.00	\$0.00
	FIA	2G	CO-TERM	1	\$2,480.00	\$0.00
	FIA	5G	CO-TERM	1	\$4,124.00	\$0.00
	FIA	10G	CO-TERM	1	\$5,399.00	\$0.00
10000 S Western Ave , Los Angeles CA 90047	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
10000 S Western Ave , Los Angeles CA 90047	MSS	501-1000M	12	1	\$400.00	\$0.00
	MSS	501-1000M	24	1	\$400.00	\$0.00
	MSS	501-1000M	36	1	\$350.00	\$0.00
	MSS	501-1000M	48	1	\$350.00	\$0.00
	MSS	501-1000M	60	1	\$350.00	\$0.00

10045 S Western Ave , Los Angeles CA 90047	FIA	500M	36	1	\$775.00	\$0.00
	FIA	1G	36	1	\$800.00	\$0.00
	FIA	2G	36	1	\$2,399.00	\$0.00
	FIA	5G	36	1	\$4,124.00	\$0.00
	FIA	10G	36	1	\$5,399.00	\$0.00
10045 S Western Ave , Los Angeles CA 90047	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00
10045 S Western Ave , Los Angeles CA 90047	MSS	501-1000M	12	1	\$400.00	
	MSS	501-1000M	24	1	\$400.00	\$0.00
	MSS	501-1000M	36	1	\$350.00	\$0.00
	MSS	501-1000M	48	1	\$350.00	\$0.00
	MSS	501-1000M	60	1	\$350.00	\$0.00

A: LOCATION ADDRESS	Product	Speed	Term	QTY	MRC*	NRC*	Extended MRC*
10616 S Western Ave , Los Angeles CA 90047	FIA	500M	12	1	\$1,120.00	\$0.00	\$1,120.00
	FIA	500M	24	1	\$850.00	\$0.00	\$850.00
	FIA	500M	36	1	\$775.00	\$0.00	\$775.00
	FIA	500M	48	1	\$775.00	\$0.00	\$775.00
	FIA	500M	60	1	\$750.00	\$0.00	\$750.00
10616 S Western Ave , Los Angeles CA 90047	FIA	1G	12	1	\$1,125.00	\$0.00	\$1,125.00
	FIA	1G	24	1	\$900.00	\$0.00	\$900.00
	FIA	1G	36	1	\$800.00	\$0.00	\$800.00
	FIA	1G	48	1	\$800.00	\$0.00	\$800.00
	FIA	1G	60	1	\$760.00	\$0.00	\$760.00

10616 S Western Ave , Los Angeles CA 90047	FIA	2G	12	1	\$2,280.00	\$0.00	\$2,280.00
	FIA	2G	24	1	\$2,640.00	\$0.00	\$2,640.00
	FIA	2G	36	1	\$2,399.00	\$0.00	\$2,399.00
	FIA	2G	48	1	\$2,280.00	\$0.00	\$2,280.00
	FIA	2G	60	1	\$2,051.00	\$0.00	\$2,051.00
10616 S Western Ave , Los Angeles CA 90047	FIA	5G	12	1	\$4,950.00	\$0.00	\$4,950.00
	FIA	5G	24	1	\$4,538.00	\$0.00	\$4,538.00
	FIA	5G	36	1	\$4,124.00	\$0.00	\$4,124.00
	FIA	5G	48	1	\$3,919.00	\$0.00	\$3,919.00
	FIA	5G	60	1	\$3,529.00	\$0.00	\$3,529.00
10616 S Western Ave , Los Angeles CA 90047	FIA	10G	12	1	\$6,048.00	\$0.00	\$6,048.00
	FIA	10G	24	1	\$5,544.00	\$0.00	\$5,544.00
	FIA	10G	36	1	\$5,039.00	\$0.00	\$5,039.00
	FIA	10G	48	1	\$4,788.00	\$0.00	\$4,788.00
	FIA	10G	60	1	\$4,309.00	\$0.00	\$4,309.00
10616 S Western Ave , Los Angeles CA 90047	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
10616 S Western Ave , Los Angeles CA 90047	MSS		12	1	\$400.00	\$0.00	\$400.00
	MSS		24	1	\$400.00	\$0.00	\$400.00
	MSS		36	1	\$350.00	\$0.00	\$350.00
	MSS		48	1	\$350.00	\$0.00	\$350.00
	MSS		60	1	\$350.00	\$0.00	\$350.00
16000 S Western Ave , Los Angeles CA 90047	FIA	500M	12	1	\$1120.00	\$0.00	\$1120.00
	FIA	500M	24	1	\$850.00	\$0.00	\$850.00
	FIA	500M	36	1	\$775.00	\$0.00	\$775.00
	FIA	500M	48	1	\$775.00	\$0.00	\$775.00
	FIA	500M	60	1	\$750.00	\$0.00	\$750.00
16000 S Western Ave , Los Angeles CA 90047	FIA	1G	12	1	\$1125.00	\$0.00	\$1125.00
	FIA	1G	24	1	\$900.00	\$0.00	\$900.00
	FIA	1G	36	1	\$800.00	\$0.00	\$800.00
	FIA	1G	48	1	\$800.00	\$0.00	\$800.00

	FIA	1G	60	1	\$760.00	\$0.00	\$760.00
16000 S Western Ave , Los Angeles CA 90047	FIA	2G	12	1	\$2,280.00	\$0.00	\$2,280.00
	FIA	2G	24	1	\$2,640.00	\$0.00	\$2,640.00
	FIA	2G	36	1	\$2,399.00	\$0.00	\$2,399.00
	FIA	2G	48	1	\$2,280.00	\$0.00	\$2,280.00
	FIA	2G	60	1	\$2,051.00	\$0.00	\$2,051.00
16000 S Western Ave , Los Angeles CA 90047	FIA	5G	12	1	\$4,950.00	\$0.00	\$4,950.00
	FIA	5G	24	1	\$4,538.00	\$0.00	\$4,538.00
	FIA	5G	36	1	\$4,124.00	\$0.00	\$4,124.00
	FIA	5G	48	1	\$3,919.00	\$0.00	\$3,919.00
	FIA	5G	60	1	\$3,529.00	\$0.00	\$3,529.00
16000 S Western Ave , Los Angeles CA 90047	FIA	10G	12	1	\$6,048.00	\$0.00	\$6,048.00
	FIA	10G	24	1	\$5,544.00	\$0.00	\$5,544.00
	FIA	10G	36	1	\$5,039.00	\$0.00	\$5,039.00
	FIA	10G	48	1	\$4,788.00	\$0.00	\$4,788.00
	FIA	10G	60	1	\$4,309.00	\$0.00	\$4,309.00
16000 S Western Ave , Los Angeles CA 90047	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
	Static IP			5	\$0.00	\$0.00	\$0.00
16000 S Western Ave , Los Angeles CA 90047	MSS		12	1	\$400.00	\$0.00	\$400.00
	MSS		24	1	\$400.00	\$0.00	\$400.00
	MSS		36	1	\$350.00	\$0.00	\$350.00
	MSS		48	1	\$350.00	\$0.00	\$350.00
	MSS		60	1	\$350.00	\$0.00	\$350.00

* MRCs and NRCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of Spectrum's Commercial Terms of Service.

Pricing is provided only for the sites shown in the Pricing Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required. In the event a Service Location is under an existing contract with Spectrum, the new contract term would go into effect upon the expiration of the then-current Service term under such existing contract.

In the event a Service Location is under an existing Spectrum Service Agreement, pricing and Service(s) (if different from those currently being provided by Spectrum) proposed under this proposal are not available until the existing Order Term has been fulfilled under the terms of such existing Service Agreement and the applicable Service Order.

SPECTRUM'S RESPONSE TO TEACH PUBLIC SCHOOLS

Spectrum Enterprise (Spectrum) is pleased to submit this formal proposal for Internet Service to Teach Public Schools. On the pages to follow, Spectrum has responded to your Request for Proposal and addressed each requirement to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. Whenever possible, we linked our responses back to your needs to show you not only what we offer, but also why it matters to you. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for you.

As the second largest cable operator in the United States, Spectrum can provide customized solutions in several marketplaces that are unified, powerful, cost-effective, easily managed, and perhaps most importantly, reliable.

Spectrum owns and operates our network from end-to-end and offers one phone number to call after installation for all support and service inquiries. There is never any question as to how to get help, or who will be supporting you should you ever need assistance.

- ▶ **Service and Savings:** Owning our network allows us to not only manage and monitor your services, but also pass cost savings on to our end customers with highly competitive rates
- ▶ **Reliable connectivity:** With dedicated connectivity up to 10 Gbps, Spectrum can offer the newest technology and services
- ▶ **Adaptability:** Spectrum offers future-proof solutions that are scalable and flexible to adapt to our customers changing requirements
- ▶ **Service:** We serve all of our customers with a dedicated team of Account Executives with supporting teams that understand complex requirements for acquiring, funding and installing solutions like yours

We understand that not all businesses have the same needs and are committed to working with our clients to move past limitations, integrating the most valuable solutions, and achieving greater success together. We invite you to review the following response and discover how Spectrum can provide a solution for you. Our customers value our knowledge and understanding of their challenges, objectives, operating environments, and rely on our accumulation of best practices from the industry. We realize that your initiatives can often create more ways to use our services than was originally anticipated, so you need to be able to adapt quickly, as demand increases. Since we design solutions that solve your specific needs and anticipate future growth needs, we know that you will achieve the results that you expect from your broadband provider now, and into the future.

BACKGROUND

**TEACH Public Schools | BEN: 17022941
2020-2021 Funding Year: E-RATE Bid
Information Form 470 Category 1**

TEACH Public Schools District operates **4 Schools** that provide individualized education to our students.

OUR MISSION

The mission of TEACH Public Schools is to create a high quality, innovative teaching, and learning environment that focuses on literacy, integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students.

OUR LOCATIONS

BEN	SCHOOL NAME	SCHOOL ADDRESS
17019804	TEACH Preparatory Elementary	8505 S. Western Ave. Los Angeles, CA
17022929	TEACH Academy of Technologies (Purple)	10000 S. Western Ave. Los Angeles, CA
16071381	TEACH Academy of Technologies (Gold)	10045 S. Western Ave. Los Angeles, CA
16082080	TEACH Tech Charter High School	10616 S. Western Ave. Los Angeles, CA
17023162	TEACH Public Schools Central Office / TTCHS	16000 S. Western Ave. Los Angeles, CA

E-RATE CONTACT INFORMATION

Mr. Enrique Robles
Director of Operations, Data and Technology
erate@teachps.org | 323-872-0808 ext. 7624

CATEGORY 1: TELECOMMUNICATIONS AND WIDE AREA NETWORK (WAN) CONNECTIVITY

Internet Access Request

Lit Fiber

TEACH Public Schools, hereafter referred to as Applicant, is requesting proposals for Leased Lit Fiber Service. Pricing should include dedicated, consistent symmetrical bandwidth. The new service is expected to begin on July 1, 2020, which represents the expiration of the current service.

Please review Spectrum’s Service Proposal for pricing, Order Term, Service Location and bandwidth information.

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Information Requested

- Bid Format: Two copies of the bid in hard copy plus one copy available electronically or via Google Drive or Dropbox with all the files of the bid electronically.

Spectrum understands and has complied.

- Contract term: TEACH is seeking to receive multi-year [1,3,5] contract options. [3 or 5 years] contracts should allow for upgrades to quoted bandwidth throughout the terms of the contract.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information.

The Spectrum Commercial Terms of Service, including Attachments and Service Order (collectively, the "Service Agreement") which are posted to the Spectrum Enterprise website at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> (or any successor url), are incorporated into the response by reference and made a part thereof, shall govern the contractual relationship between the parties and the provision of the services (the "Services") under the Service Agreement. The exceptions to the RFP sections set forth herein shall apply to the parties should the Services be awarded to Spectrum.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Agreement. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Customer shall not reduce Services or decrease speed and bandwidth from those set forth in the Service Agreement except as provided in the terms and conditions or as otherwise agreed to in

writing by Spectrum. Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services.

- o The cost to provide Internet Access (Bandwidth). Bidder's price shall include the following:
 - The available bandwidth should be a minimum of 500 Mbps and up to 10 Gbps
 - The service hand-off shall be direct to the Owner's supplied Local Area Network.
 - Internet access availability of 24 hours, 7 days a week, 365 days a year.

Please review Spectrum's Service Proposal herein for pricing, Order Term, Service Location, and bandwidth information.

Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the demarc for any sites identified as a Type II Service Location.

Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

- Include any one-time and recurring costs.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information.

- Support agreements, including response times.

Spectrum has included its SLAs as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

- Timeline stating the number of days that services will be operational from the date of order.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

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 Service Order(s). Upon expiration of the Initial Order Term, the applicable Service 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 Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Teach Public Schools, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Teach Public Schools' site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 90 days.

- Provide a minimum of three (3) K-12 public school district and/or charter school organizations references within California.

Spectrum references are provided subject to obtaining the prior applicable consents from relevant references. Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

Reference # 1	
Contact Name	John Spiratos
Contact Title	Director of IT
Contact's Telephone	562.799.4700 X443
Contact's Email Address	J_spiratos@losal.org
Organization Name	Los Alamitos Unified School District
Organization Address	10293 Bloomfield Street, Los Alamitos, CA 90720
Date of Contract	January 2007
Date Service Was Fully "Turned Up"	June 2007
Nature & Duration of Service	TWC Fiber Mesh Network for District wide area network connectivity and P2P to Orange County Department of Education. The service has been up and stable for 2+ years.
Is This a Candidate for a Site Visit?	YES

Reference # 2	
Contact Name	Damon Rapp
Contact Title	Director of Technology
Contact's Telephone	(909)398-0609 x. 70205
Contact's Email Address	drapp@cusd.claremont.edu
Organization Name	Claremont Unified School District
Organization Address	170 W. San Jose Ave. Claremont, CA 91711
Date of Contract	November 2007
Date Service Was Fully "Turned Up"	April 2008

Nature & Duration of Service	TWC Fiber P2P Network for District wide area network connectivity and dedicated fiber Internet access. The service has been up and stable for almost 2 years now.
Is This a Candidate for a Site Visit?	YES

Reference # 3	
Contact Name	Mark Wood
Contact Title	Director of Educational Technology
Contact's Telephone	562-997-8605
Contact's Email Address	mwoods@lbschools.net
Organization Name	Long Beach Unified School District
Organization Address	1515 Hughes Way, Long Beach CA
Date of Contract	7-1-2019
Date Service Was Fully "Turned Up"	7-1-2020
Nature & Duration of Service	1Gig ELAN to all 98 schools. Multiple 10G at host and Datacenter
Is This a Candidate for a Site Visit?	YES

Reference # 4	
Contact Name	Dan Stewart
Contact Title	Director of Information Services
Contact's Telephone	661.948.7655 X274
Contact's Email Address	dstewart@avuhd.org
Organization Name	Antelope Valley Union High School District
Organization Address	44811 N. Sierra Hwy., Lancaster, CA 93534
Date of Contract	January 2007
Date Service Was Fully "Turned Up"	September 2007
Nature & Duration of Service	TWC Fiber WAN connection 14 locations as well as Internet Access at the DO
Is This a Candidate for a Site Visit?	YES

Instructions to Vendors General Information

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

Spectrum understands.

Deadline for RFP Submittal

Vendors must submit all required documents before the deadline (see the timeline for exact dates). All proposals shall be complete and final with no additional information required after the close of the submittal date unless specifically requested by TEACH. Responses received after the deadline will be returned unopened as not meeting the RFP requirements.

All proposals shall be firm offers subject to acceptance by TEACH and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to TEACH, except as permitted by TEACH.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time.

Two (2) hard copies of the proposal and 1 electronic copy must be received by 02/07/2020 3:00 PM local time (PST) at the following address:

TEACH Public Schools
Attn: Enrique Robles, Director of Operations, Data & Technology
1846 W. Imperial Hwy. Los Angeles, CA 90047
erate@teachps.org

Proposals received after the exact time and date noted will NOT be considered for the bid process.

Spectrum understands.

TEACH shall not be responsible for, nor accept as a valid excuse for a late proposal delivery, any delay in mail service, or other methods of delivery used by the proposer.

Spectrum understands.

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the vendor and shall not be chargeable in any manner to

TEACH. TEACH will not be held liable for any cost incurred by vendors in responding to the RFP.

Spectrum understands.

Vendor Qualifications

The vendor must be in business, providing the services requested for a minimum of three (3) years and have an office within 50 miles of Los Angeles.

Spectrum understands and complies and has an office in Cerritos California.

Right to Reject Any and All Quotes

TEACH reserves the right to reject any or all quotation submissions and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, TEACH reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final bid acceptance.

Customer's Service Order will include the following E-rate Contingency Language:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

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

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for

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

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to The District to assist with the applicable paperwork.

Bid Protests

Any bidder who submitted a proposal to TEACH may file a protest if each and all of the following are complied with:

- The protest is in writing;
- The protest is filed and received by the Chief Operating Officer not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;
- The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest; any matters not outlined in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the Chief Operating Officer or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the

protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to TEACH's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by TEACH shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, TEACH's intent to award the Contract, or TEACH's determination to reject all proposals.

Spectrum reserves the right to any remedy that it may have available in law or equity with regards to the RFP response.

OUR TIMELINE (SUBJECT TO CHANGE)

- December 11, 2019 – TEACH Board Meeting to Approve Request for Proposals (RFP) / Form 470
- December 20, 2019 – Form 470 certified and RFP is publicly posted
- January 17, 2020 – Bidder Questions due to erate@teachps.org by 4:00 PM PST
- January 24, 2020 – Applicant Answers by 4:00 PM PST
- February 7, 2020 - Bid Submittal due (physical copies and electronic copy to erate@teachps.org) by 3:00 PM PST
- February 14, 2020 – Intent to Award Announced
- February 19, 2020 - TEACH Board Meeting to approve selected applicant/proposal to award contract.

EVALUATION CRITERIA	
Price of the Eligible Services	40 points
Implementation Timeline/Transition Plan	25 points
Experience with E-rate	15 points
The ability of the Vendor to Deliver to all sites	10 points
Experience with TEACH	10 points
Total	100 points

TEACH PUBLIC SCHOOLS E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

E-rate YR 23 (2020/2021) E-rate Requirements

E-rate Requirements

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) **E-RATE CONTINGENCY**

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final bid acceptance.

Spectrum's applicable Service Order will include the following clause:

E-RATE FUNDING CONTINGENCY. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-rate") funding) as part of any application seeking a federal subsidy or funding.

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

date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

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

2) **SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Spectrum understands.

- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:

<http://www.usac.org/sl/service-providers/step01/default.aspx>

Charter Communications Operating, LLC SPIN is 143050436.

- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:

<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

Charter Communications Operating, LLC FRN is 0002526580.

- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website:

<http://www.fcc.gov/debtcollection/welcome.html>

As displayed below, Spectrum is in good standing with the FCC.



The screenshot shows the FCC's Red Light Display System (RLDS) interface. At the top left is the FCC logo. The main heading is "Red Light Display System (RLDS)". Below this, there are navigation links: "FCC | Fees | Red Light Display System" and "FCC Site Map". The user is logged in as "FRN: Charter Communications Operating, LLC (0002526580)" with a "Log Out" link. The current status for FRN 0002526580 is "Green". A message states: "You have no delinquent bills which would restrict you from doing business with the FCC." A detailed note explains that the system checks for delinquent non-tax debts and was last updated on 09/18/2019 at 6:32 AM.

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2020.

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

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 Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service 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 Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

The MRC shall remain firm throughout the Initial Order Term of the Agreement. The MRC and NRC does not include applicable taxes, surcharges and fees. Customer will be invoiced Service Charges in accordance with the Commercial Terms of Service attached. Spectrum will have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days’ notice to Customer.

- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

Spectrum understands.

- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service

Spectrum understands and will comply.

- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

Spectrum understands and will comply.

- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on

an "Invoice Check" with USAC:

<http://www.usac.org/sl/applicants/step06/invoice-check.aspx>

Spectrum understands and will comply.

- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities.

Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

Spectrum agrees that its bid is not confidential, except to the extent any portion of the bid or response documents are marked as confidential and/or proprietary.

- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest

corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

Spectrum understands.

- d. This offer is in full compliance with USAC's Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
<http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>

Spectrum understands.

4) STARTING SERVICES/ADVANCE INSTALLATION

- e. The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020 for Category 1 Services and April 1, 2020 for Category 2). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

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 Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service 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 Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

Upon award, Spectrum can negotiate optional renewal terms at rates mutually agreeable between the parties, in addition to Spectrum’s standard month-to-month renewal terms.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access). <http://www.usac.org/res/documents/about/pdf/fcc-orders/2002-fcc-orders/DA-02-3365.pdf>

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

Spectrum understands.

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for*

the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

<https://apps.fcc.gov/edocspublic/attachmatch/FCC-14-99A1.pdf>

Spectrum understands.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non -discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

Customer's Service Order will include the following E-rate Contingency Language:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

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

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the

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

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

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

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATIONS

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Customer shall have the option to add Services and increase speed and bandwidth during the term of the Service Agreement. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, along with construction and installation costs (if applicable). Customer shall not reduce Services or decrease speed and bandwidth from those set forth in the Service Agreement except as provided in the terms and conditions or as otherwise agreed to in writing by Spectrum. Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services.

Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice

shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

The Service Agreement shall: (a) govern (i) the contractual relationship with Customer and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in the RFP.

Spectrum has been able to arrive at mutually acceptable provisions with many school around the country, and we are optimistic that we could do so with Teach Public Schools.

I, the undersigned, as an authorized agent of Charter Communications Operating, LLC (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature:  **Title:** Dir., Strategic Sales

Phone Number: 562-677-0275 **Email:** Irwin.Whistler@Charter.Com

APPENDIX I - SERVICE AGREEMENT

Spectrum Enterprise's proposal assumes final agreement terms and conditions will be subject to its standard [Commercial Terms of Service](#) or terms and conditions materially similar thereto.

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information	
Spectrum Account Executive:	
Office:	Mobile:
Email:	

Customer Information				
Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip Code:
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name:	Tel No:		E-mail:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Tel No:		E-mail:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

FIBER INTERNET ACCESS SERVICE LEVEL AGREEMENT

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

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

I. SLA Targets for FIA Services:

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

II. Priority Classification:

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

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

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

Spectrum Enterprise will classify Service problems as follows:

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

III. Service Availability

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

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

Percentage by Days Per	Total Minutes /	Downtime
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

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

MTTR per calendar month is calculated as follows:

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

V. Latency / Frame Delay

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

Latency is calculated as follows:

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

VI. Packet Loss / Frame Loss Ratio

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

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

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

Jitter / Frame Delay Variation is calculated as follows:

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

VIII. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

IX. Remedies

Service Credits:

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

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

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

Chronic Priority 1 Outages:

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

