

Account Executive: Gregg Bobick
 Phone: 704/512-1124 Ext:
 Cell Phone: +1 7045121124
 Fax:
 Email: gregg.bobick@twcable.com

Business Class Customer Service Order

Order # 7684641

Customer Information: Customer Code		
Business Name	ROWAN COUNTY INFORMATION SYSTEMS	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0336		
Billing Address		
Attention To:		Account Number
130 W INNES ST APT RR SALISBURY NC 28144		5180545-02
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Randy Cress	7046335761	cressrj@rowancountync.gov
Authorized Contact		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Randy Cress	7046335761	cressrj@rowancountync.gov
Technical Contact		
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Justin Crabtree	(704) 216-8133	justin.crabtree@rowancountync.gov

Internet and Video Order Information For 3615 Nc 152 W China Grove NC 28023
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 3975 Statesville Blvd Salisbury NC 28147
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 134 East Garden St. Landis NC 28088
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 11130 Statesville Blvd Cleveland NC 27013
Service Type
High Speed Internet (HSD) High Speed Internet (HSD)

Internet and Video Order Information For 6800 Bringle Ferry Rd Salisbury NC 28146
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 425 Airport Rd Salisbury NC 28147
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 3670 Airport Loop Salisbury NC 28147
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 3541 Old Mocksville Rd Salisbury NC 28144
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 270 Saint Matthews Church Rd Salisbury NC 28146
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 1120 S Martin Luther King Jr Ave Salisbury NC 28144
Service Type
High Speed Internet (HSD)

Internet and Video Order Information For 1102 N. Long Street East Spencer NC 28039
Service Type
High Speed Internet (HSD) High Speed Internet (HSD)

Internet and Video Order Information For 102 N Central Ave Landis NC 28088
Service Type
High Speed Internet (HSD)

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 130 W Innes St Salisbury NC 28144			
Site Name	Address Location	Location Type	Bandwidth
	130 W Innes St Salisbury, NC 28144		

New and Revised Services and Monthly Charges At 102 N Central Ave , Landis NC 28088				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$329.99	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1102 N. Long Street , East Spencer NC 28039

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
UI 35Mx5M - 3Yr Disc.	0		\$0.00	
*Total			\$239.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 11130 Statesville Blvd , Cleveland NC 27013

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
HSD 15Mx2M - 3Yr Disc.	1	\$0.00	\$0.00	
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$239.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1120 S Martin Luther King Jr Ave , Salisbury NC 28144

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$239.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 134 East Garden St. , Landis NC 28088

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$239.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 270 Saint Matthews Church Rd , Salisbury NC 28146

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$239.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3541 Old Mocksville Rd , Salisbury NC 28144

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$329.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3615 Nc 152 W , China Grove NC 28023

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$239.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3670 Airport Loop , Salisbury NC 28147

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$329.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3975 Statesville Blvd , Salisbury NC 28147

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$239.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 425 Airport Rd , Salisbury NC 28147

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$329.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 6800 Bringle Ferry Rd , Salisbury NC 28146

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 200Mx15M	1	\$419.99	\$419.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
*Total			\$419.99	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 130 W Innes St , Salisbury NC 28144

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Dedicated Internet Access 500M	1	\$2,200.00	\$2,200.00	36 Months
EVPL HUB	7	\$0.00	\$0.00	36 Months
POINT TO POINT 100M INTRA	1	\$0.00	\$0.00	36 Months
*Total			\$2,200.00	

*Prices do not include taxes and fees.

One Time fees At 102 N Central Ave , Landis NC 28088

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
Total			\$75.00

*Prices do not include taxes and fees.

One Time fees At 130 W Innes St , Salisbury NC 28144

Description	Quantity	Sales Price	Total
Dedicated Internet Access Change Fee	1	\$0.00	\$0.00
Total			\$0.00

*Prices do not include taxes and fees.

One Time fees At 425 Airport Rd , Salisbury NC 28147

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
Total			\$75.00

*Prices do not include taxes and fees.

One Time fees At 3615 Nc 152 W , China Grove NC 28023

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
Total			\$50.00

*Prices do not include taxes and fees.

One Time fees At 134 East Garden St. , Landis NC 28088

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
Total			\$50.00

*Prices do not include taxes and fees.

One Time fees At 3670 Airport Loop , Salisbury NC 28147

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
Total			\$75.00

*Prices do not include taxes and fees.

One Time fees At 3975 Statesville Blvd , Salisbury NC 28147

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
Total			\$50.00

*Prices do not include taxes and fees.

One Time fees At 6800 Bringle Ferry Rd , Salisbury NC 28146

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
Total			\$75.00

*Prices do not include taxes and fees.

One Time fees At 1102 N. Long Street , East Spencer NC 28039

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
Total			\$50.00

*Prices do not include taxes and fees.

One Time fees At 11130 Statesville Blvd , Cleveland NC 27013

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
Total			\$50.00

*Prices do not include taxes and fees.

One Time fees At 3541 Old Mocksville Rd , Salisbury NC 28144

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
Total			\$75.00

*Prices do not include taxes and fees.

One Time fees At 270 Saint Matthews Church Rd , Salisbury NC 28146

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
Total			\$50.00

*Prices do not include taxes and fees.

One Time fees At 1120 S Martin Luther King Jr Ave , Salisbury NC 28144

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
Total			\$50.00
*Prices do not include taxes and fees.			

Special Terms

[Empty box for Special Terms]

Electronic Signature Disclosure

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


Authorized Signature for Time Warner Cable Enterprises LLC

Printed Name and Title
9/13/2016
Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed

Service Agreement



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

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: _____ Contact: Gregg Bobick
 City: Charlotte Telephone: 704/512-1124
 State: NC Facsimile: _____
 Zip Code: _____

Customer Information

Customer Name (Exact Legal Name): ROWAN COUNTY INFORMATION SYSTEMS			Federal ID No: ****0336	
Billing Address: 130 WINNES ST APT RR	Suite:	City: SALISBURY	State: NC	Zip Code: 28144
Billing Contact Name: Randy Cress	Phone: 7046335761		E-mail: cressrj@rowancountync.gov	
Authorized Contact Name: Randy Cress	Phone: 7046335761		E-mail: cressrj@rowancountync.gov	

Agreement

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

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

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By: _____
Name (printed): Gregg A. Bobick	Name (printed): _____
Title: Mktg. GW/ED	Title: _____
Date: 9/13/2016	Date: _____

SERVICE-LEVEL AGREEMENT

DEDICATED INTERNET ACCESS

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

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	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 TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

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

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

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

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

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

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

MTTR per calendar month is calculated as follows:

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

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer’s dedicated access port at the Customer premises to the TWC Internet access router in a roundtrip fashion.

Latency is calculated as follows:

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

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

VI. Packet Loss / Frame Loss Ratio

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

Packet Loss / Frame Loss Ratio is calculated as follows:

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

VII. Jitter / Frame Delay Variation

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

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

VIII. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

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

Chronic Priority 1 Outages:

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