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Business Class Customer Service Order

Order # 7965778

Customer Information: Customer Code		
Business Name	ROWAN PUBLIC LIBRARY SYSTEM	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:		Account Number
110 BROAD ST ROCKWELL NC 28138		512953901
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Edward Hirst	+1.704.216.8259	edward.hirst@rowancountync.gov
Authorized Contact		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Randy Cress	+1.704.216.8116	randy.cress@rowancountync.gov
Technical Contact		
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Justin Crabtree	+1.704.216.8133	justin.crabtree@rowancountync.gov

Internet and Video Order Information For 110 Broad St Rockwell NC 28138
Service Type
Ethernet (Fiber)

Internet and Video Order Information For 920 Kimball Rd China Grove NC 28023	
Service Type	
Ethernet (Fiber)	

New and Revised Services and Monthly Charges At 110 Broad St , Rockwell NC 28138				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 1 Gbps	1	\$1,563.15	\$1,563.15	36 Months
*Total			\$1,563.15	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 920 Kimball Rd , China Grove NC 28023				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 1 Gbps	1	\$1,563.15	\$1,563.15	36 Months
*Total			\$1,563.15	
*Prices do not include taxes and fees.				

One Time fees At 110 Broad St , Rockwell NC 28138				
Description	Quantity	Sales Price	Total	
Installation	1	\$0.00	\$0.00	
Total			\$0.00	
*Prices do not include taxes and fees.				

One Time fees At 920 Kimball Rd , China Grove NC 28023				
Description	Quantity	Sales Price	Total	
Installation	1	\$0.00	\$0.00	
Total			\$0.00	
*Prices do not include taxes and fees.				

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

Ethernet Intrastate Traffic Certification

Business Name (Legal Entity): ROWAN PUBLIC LIBRARY SYSTEM

Federal Tax ID: _____

Billing Address:

110 BROAD ST

ROCKWELL NC 28138

TWC presumes that at least 10% of the traffic carried on the Ethernet services that we provide to you over any circuit will be interstate in nature, and that each such circuit therefore may be treated as jurisdictionally interstate in its entirety. If you expect that less than 10% of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that Internet-related traffic is presumptively interstate. Also, please note that you must refresh this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to refresh this certification in accordance with procedures specified by TWC, TWC reserves the right to again presume that at least 10% of the traffic carried over each circuit is interstate in nature and calculate the fees and taxes applicable to that usage accordingly.

CERTIFICATION

I, _____, certify that the traffic carried by Time Warner Cable (TWC) in its provision of Ethernet services on the circuits **listed on the attached Business Class Service Order** is jurisdictionally intrastate and **will contain no more than 10% interstate traffic.**

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

Authorized Contact Information:

Phone: +1.704.216.8116

Email: randy.cress@rowancountync

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 PUBLIC LIBRARY SYSTEM		Federal ID No:	
Billing Address: 110 BROAD ST	Suite:	City: ROCKWELL	State: NC
			Zip Code: 28138
Billing Contact Name: Edward Hirst	Phone: +1.704.216.8259	E-mail: edward.hirst@rowancountync.gov	
Authorized Contact Name: Randy Cress	Phone: +1.704.216.8116	E-mail: randy.cress@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: Cable Gov Lead	Title:
Date: 7/13/2016	Date:

Time Warner Cable Business Class Ethernet Service Level Agreement

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

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	Metro Market – 10ms WAN - 25ms WAN Exceptions – 45ms National – 125ms	<2ms within Metro Market <4ms within WAN	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to transmit and receive network traffic between Customer's A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

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

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

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where 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.

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:

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

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64 byte ping between the closest TWC network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

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

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

Metro Area Market – 10ms Latency	WAN – 25ms Latency	WAN Exceptions – 45ms Latency	National – 125ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
<ul style="list-style-type: none"> • Austin, TX • Beaumont, TX • Corpus Christi, TX 	<ul style="list-style-type: none"> • Laredo, TX • San Antonio, TX • Dallas, TX 	Texas WAN <ul style="list-style-type: none"> • El Paso, TX • Rio Grande Valley, TX • Del Rio, TX • Eagle Pass, TX • Wichita Falls, TX • Kansas City, KS, • Kansas City, MO • Lincoln, NE 	
<ul style="list-style-type: none"> • North Los Angeles, CA • South Los Angeles, CA 	<ul style="list-style-type: none"> • Desert Cities, CA • Palm Springs, CA • Yuma, AZ • San Diego, CA 	PacWest WAN <ul style="list-style-type: none"> • Coeur d'Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA • Libby, MT 	
<ul style="list-style-type: none"> • Island of Hawaii • Island of Oahu • Island of Kauai 	<ul style="list-style-type: none"> • Island of Kahului • Island of Molokai 	Hawaii WAN <ul style="list-style-type: none"> • N/A 	
<ul style="list-style-type: none"> • Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Lima, OH 	<ul style="list-style-type: none"> • Louisville, KY • Lexington, KY • Green Bay, WI • Appleton, WI • Milwaukee, WI 	Mid-West WAN <ul style="list-style-type: none"> • Bolivar, TN • Charleston, WV • Clarksburg, WV • Richmond, KY • Terre Haute, IN 	
<ul style="list-style-type: none"> • New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania) 	<ul style="list-style-type: none"> • Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY • Hudson Valley, NY 	Northeast/ NYC WAN <ul style="list-style-type: none"> • Portland, ME 	

Metro Area Market – 10ms Latency	WAN – 25ms Latency	WAN Exceptions – 45ms Latency	National – 125ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
<ul style="list-style-type: none"> • Greensboro, NC • Raleigh, NC • Charlotte, NC • Fayetteville, NC • Asheville, NC • Wilmington, SC 	<ul style="list-style-type: none"> • Florence, SC • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC • Charleston, SC • Greenville, SC 	Carolinas WAN	<ul style="list-style-type: none"> • Atlanta, GA • Augusta, GA • Birmingham, AL • Dothan, AL • Huntsville, AL • Chattanooga, TN • Knoxville, TN • Nashville, TN

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).

Jitter / Frame Delay Variation =	Sum of the Frame Delay Variation measurements for an On-Net Service
	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 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 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 off-set 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%
	> 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.

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