

COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION

**DEPARTMENT OF  
TELECOMMUNICATIONS & CABLE  
Competition Division**

FORM 100  
LICENSE APPLICATION

Applicant: Charter Communications Entertainment I, LLC

Authorized Officer (Signature): Paul Abbott  
Paul Abbott, VP, Local Govt. Affairs & Franchising

Municipality: New Marlborough, Massachusetts

Date Submitted to Municipality: November 28, 2018

Type of Application: X Initial License        Renewal License

Nature of Application:        Formal Proposal pursuant to 47 U.S.C. § 546(a)  
       Informal Proposal pursuant to 47 U.S.C. § 546(h)

Proposed License and/or Supporting Materials Attached:   X   Yes        No

## INSTRUCTIONS

### A. Introduction

Under Massachusetts law, an applicant seeking to provide cable services in a community must file a License Application with the Issuing Authority prior to issuance of an initial or renewal license. G.L. c. 166A, §§ 4, 13. The purpose of the License Application is to serve as the cable operator's proposal, providing the Issuing Authority with relevant information on which it may base its decision to issue an initial license or to renew or deny a renewal license.

An Issuing Authority may request additional relevant information from an applicant seeking an initial or renewal license in its municipality.

### B. Submission of License Application

The applicant must file two copies of the License Application with the Issuing Authority and one copy of the License Application with the Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

When filing the License Application with the Issuing Authority, the applicant must include an application fee in the amount of \$100 made payable to the city or town. G.L. c. 166A, § 9.

#### 1. Initial License Application

Where a municipality seeks applicants for an initial license, the Issuing Authority must set a deadline for filing of the License Application. 207 C.M.R. § 3.03(1). Following a determination by the Issuing Authority of the specifications required for the cable system, the Issuing Authority must then set a deadline for amendments to the License Application. 207 C.M.R. § 3.03(3). Once the amendment deadline has passed, an applicant may not materially modify the License Application. *Id.* In addition, if an Issuing Authority subsequently grants a final license, the terms may not be changed from the License Application except under certain circumstances. *See* 207 C.M.R. § 3.04(2).

#### 2. Renewal License Application

Under the formal renewal process, the License Application (and any accompanying documentation) serves as the renewal proposal and is submitted by the current cable operator upon completion of ascertainment either on its own initiative or on request by the Issuing Authority. 47 U.S.C. § 546(b)(1).

When proceeding under informal negotiations, the License Application must be submitted prior to issuance of the License. G.L. c. 166A, §§ 4, 13.

C. Completion of License Application

Applicants must complete all applicable portions of the form. If any question is not applicable to an applicant's particular circumstances, the applicant shall so state and provide a brief explanation of its non-applicability.

D. Completion of Supplement to License Application

If an applicant does not have an annual report or audited financial statement for its most recently completed fiscal year, the applicant must complete the Supplement to the License Application.

E. Proposed License

An applicant may attach a proposed license and other supporting materials to this form. Any such proposed license or materials are to be considered a part of the License Application.

IDENTIFICATION OF APPLICANT

1. Name, corporate address, and corporate telephone number of applicant.

**Charter Communications Entertainment I, LLC  
12405 Powerscourt Drive, St. Louis, MO 63131  
203-905-7800**

2. Name, title, business address, business telephone number, and email address of applicant's Authorized Officer. Attach as Exhibit\_\_\_ evidence of Authorized Officer's authority.

**Paul Abbott, VP, Local Government Affairs and Franchising  
601 Massachusetts Ave, N.W., Suite 400W, Washington, DC, 20001  
314-965-0555  
paul.abbott@charter.com**

3. Name, title, business address, business telephone number, and email address of individual to whom communications should be sent if different from Authorized Officer.

**Melinda Kinney, Senior Director, Government Affairs  
118 Johnson Road, Portland, ME 04102  
207-253-2217  
Melinda.Kinney@charter.com**

GENERAL LICENSE INFORMATION

4. Indicate number of years for which initial or renewal license is requested.

**15**

5. Indicate proposed start date of initial or renewal license.

**Effective date shall be the date on which license is executed by both parties.**

6. For initial license: State whether applicant currently holds licenses or has pending applications in any other Massachusetts municipality. If yes, provide detailed information as to the municipality and license status.

**Yes. See Exhibit A.**

7. State whether applicant has been a party to any fully adjudicated license-related legal action (e.g., breach of license, denial of license) in any jurisdiction. If yes, provide detailed information on each such legal action, including the disposition.

**No.**

8. State the amount of insurance applicant proposes to carry for the cable system in accordance with G.L. c. 166A, ' 5(c). State whether applicant proposes to carry insurance in addition to that required by the statute, and if so, the purpose and amount.

**Licensee shall maintain throughout the term of the license agreement the following coverage:**

**A. Workers' Compensation at the statutory limit**

**B. Commercial General Liability: \$1,000,000 per occurrence, Combined Single Liability: \$2,000,000 General Aggregate**

**C. Auto Liability: \$1,000,000 per occurrence, Combined Single Liability**

**D. Umbrella Liability: \$1,000,000 per occurrence, Combined Single Liability**

**Grantor shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.**

9. State the proposed amount of bonding that will be submitted in accordance with G.L. c. 166A, ' 5(k).

**\$10,000**

10. State whether applicant's proposed subscriber privacy policy complies with federal and state law and regulation. If not, explain.

**Yes**

11. Describe applicant's proposed procedures for handling customer service inquiries during the term of the license, including but not limited to subscriber complaints. For renewal license, applicant may attach as Exhibit \_\_\_\_ its most recent copy of Billing & Termination Filing and Subscriber Privacy Notice.

**See Exhibit B.**

## RATES AND SERVICES

12. For initial license: List broadcast television signals applicant proposes to carry.

<https://www.spectrum.com/browse/content/gateway-channel-lineup.html>

For renewal license: State whether applicant's proposed broadcast and cable offerings will differ significantly from offerings currently available in the municipality. Applicant may

also attach as Exhibit \_\_\_\_ current channel lineups for all service tiers, including broadcast and cable channels.

13. List separately those channels that are current must carry and those channels that are currently carried pursuant to retransmission consent. *Note: Channels that are must carry and retransmission consent may change throughout the license term beyond the cable operator's control.*

**All broadcast stations are subject to retransmission agreements.**

14. State whether applicant proposes to offer or continue to offer non-automated local origination programming. If yes, describe in detail the starting date that such programming will be available, the types of programming, the hours per week, the quantity of programming applicant expects to produce within the service area, how the programming will serve the specific needs of the municipality, and applicant's policy regarding making time available for discussion of controversial issues of public importance. Also, list the schedule of fees to access users for production costs and use of origination equipment.

N/A

15. State whether applicant plans to offer or continue to offer public, educational, and governmental access channel(s). If yes, provide the amount and type of financial support, the location of the facilities, the facilities and equipment available (including the cost of such equipment and facilities), the hours of operation, and whether there will be technical assistance available.

N/A

16. If applicant plans to offer or maintain an institutional network (I-Net), attach as Exhibit \_\_\_\_ a technical description of the system.

N/A

**FOR INFORMATIONAL PURPOSES ONLY:**

17. Provide a complete listing of all proposed subscriber fees, including those for both regulated and non-regulated cable services, installation, and equipment. For renewal licenses, applicant may attach as Exhibit \_\_\_\_ a current rate card.

**See Exhibit C.**

18. State whether applicant proposes to offer or continue to offer any additional services in the municipality that are not subject to regulation as a cable service, and if so, provide description.

**In addition to digital video services, Charter Communications Entertainment I, LLC, under the customer brand, Spectrum, will provide the following:**

**A. Residential Internet Service**

Charter Spectrum offers residential Internet speeds of 60 Mbps or 100 Mbps, virus detection with Security Suite, in-home WiFi and no data caps. In addition, Charter Spectrum offers a low-income Broadband program where families with students

eligible for the National School Lunch Program or persons eligible for Social Security Disability Income may receive discounted internet service at \$14.99 for 30 Mbps of speed.

#### **B. Residential Voice Service**

Charter Spectrum provides voice communications using VoIP technology to transmit digital voice signals over our network. Voice services include unlimited local and long distance calling to the United States, Canada, and Puerto Rico; voicemail; call waiting; call ID; and call forwarding.

#### **C. Commercial Service**

Spectrum Business provides scalable, tailored broadband communications solutions to small and medium sized businesses, such as video entertainment services, internet access and business telephone services.

Spectrum Enterprise serves mid-market and enterprise businesses via a flexible and secure fiber-based network. This group provides enterprise-grade voice, video, data, network, cloud and managed services to Charter's largest customers including national accounts, carrier/wholesale and key verticals (such as government, K-12 education, universities, hospitality, hospitals and healthcare). In addition through the NaviSite team, Spectrum Enterprise sells cloud and hosted solutions to businesses in and out of the United States.

### TECHNICAL INFORMATION

19. State whether the proposed service area is included in a regional cable system.

**Yes.**

If yes, list all of the other communities in the regional system served by the headend(s) that will be used for the proposed service area and the location of such headend(s).

**The head end serving New Marlborough is in the Town of Lee, MA. If the Issuing Authority would like additional information, it can be provided under separate cover as this is confidential and proprietary information.**

If no, state where the headend(s) will be located in the service area.

20. If the proposed service area is not the entire municipality, specify the nature of the area (e.g., neighborhood) and explain why the entire municipality will not be served.

**Pursuant to the Request for Proposals and subsequent Grant Disbursement Agreement executed with the Massachusetts Technology Collaborative, Charter Communications Entertainment I, LLC shall provide services to at least 96% of existing residential premises as of November 21, 2018, the date Charter Communications Entertainment I, LLC submitted its response to Massachusetts Technology Collaborative.**

21. Describe in detail any problems applicant foresees in extending service to all parts of the proposed service area.

**Without having completed a full survey of the town to design the cable system and establish the proposed service area, it is possible that construction of the cable system to all parts of a proposed service area could be delayed due to areas within the town that cannot be reached without crossing another town boundary, requiring construction and use of the public right of way in a municipality where Charter Communications Entertainment I, LLC does not hold a cable license, or reaching isolated homes that may be on roads that pass through a state reservation, forest, or wildlife sanctuaries or management areas.**

22. Construction:

For initial license, indicate the time period in which applicant proposes to begin and complete full-scale construction.

**Charter Communications Entertainment I, LLC will begin the planning and design phase of the project while simultaneously negotiating a cable television license with the Issuing Authority. Charter Communications Entertainment I, LLC will then begin the process of applying for pole licenses and determining the amount of make-ready work. Charter Communications Entertainment I, LLC anticipates completing construction within twelve (12) months of receipt of all pole licenses and completion of the make-ready work; subject to Force Majeure, as defined in the license; and, provided further, that (i) all such homes are on the Public Way or a lawfully accessible Private Way; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing another Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions.**

OR

For renewal license, state whether applicant plans significant upgrade or rebuild activity during the renewal term, and if so, file as Exhibit\_\_\_ a description of the proposed changes and projected dates for the commencement and completion of construction.

23. Attach as Exhibit\_\_\_ a technical description of the system, including a strand or street map showing the extent of cable plant in the municipality.

**See Exhibit D.**

24. Describe the equipment applicant proposes to offer or continue to offer at the subscriber terminal (e.g., remote control, analog converter, digital converter, high definition converter, digital video recorder).

**See Exhibit E.**

25. State whether applicant's proposed safety measures for the cable system comply with federal and state law and regulations.

**Yes.**

26. State whether applicant's Emergency Alert System (EAS) complies with federal and state law and regulations.

**Yes.**

#### OWNERSHIP AND FINANCIAL INFORMATION

27. If applicant is a publicly-traded corporation or subsidiary of a publicly-traded corporation, attach as Exhibit F a copy of the corporation's most recent annual report to stockholders. Otherwise, attach as Exhibit\_\_\_ an audited financial statement as of the most recent audit, showing applicant's financial position.

**A copy of the 2017 Annual Report of the manager of Charter Communications Entertainment I, LLC, which is Charter Communications, Inc., [Exhibit F] can be found at <https://ir.charter.com/static-files/1446750d-6d85-4e23-8746-37e56a565e81>**

If the status and composition of any assets or liabilities on the audited financial statement is not clearly defined by the respective titles, attach as Exhibit\_\_\_ schedules that provide a definition of such terms.

**N/A**

If recent financial information, i.e., an annual report or an audited financial statement, is not available, complete the Supplement to License Application.

**N/A**

28. Provide the following system information as of the last complete year for which the data is available: **N/A**

- a. Total Homes in Service Area (passed and not passed by cable system)
- b. Homes Passed by Cable System
- c. Cable Subscribers
- d. Aerial Miles Constructed
- e. Underground Miles Constructed
- f. Total Cable Subscriber Revenues in Service Area

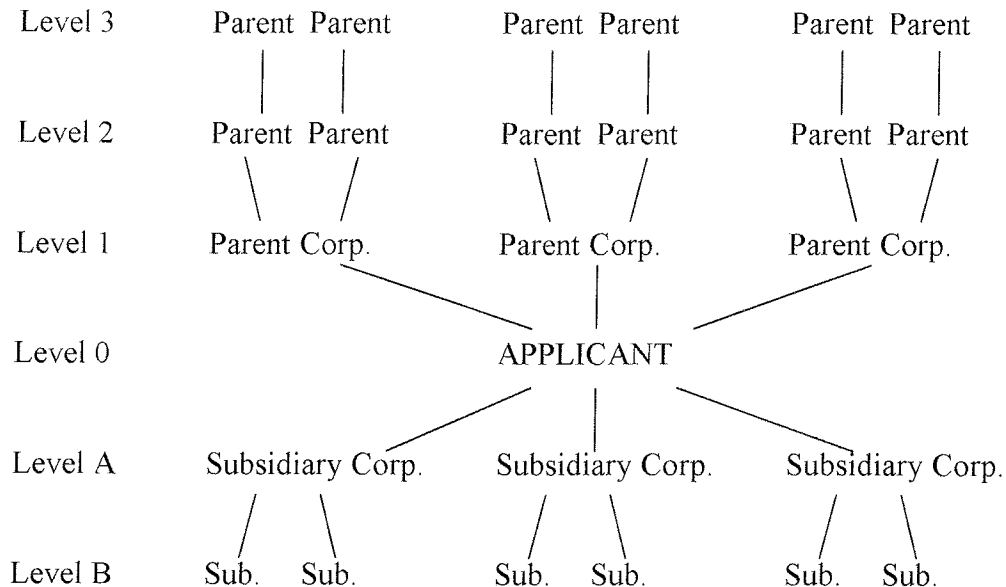
29. Indicate appropriate business structure for applicant:

☐ Individually owned  
☐ Corporation serving one community  
☒ Corporation operating cable systems in more than one community,  
but these operations are not separate corporations  
☐ Partnership  
☐ Other (specify)



30. Complete a “corporate family tree” for each of the corporations or other business entities listed in the following levels. For example, if there is one corporation named in Level 0, two in Level 1, one in Level 2, one in Level 3, two in Level A, and none in Level B, seven sets of responses must be filed, one for each of the seven corporations or other business entities identified in the “corporate family tree.” **See Exhibit G**

In simplified fashion, such a “tree” might look like this:



Level 0: Provide the name, city, and state of principal office. 12405 Powerscourt Drive, St. Louis, MO 63131

Level 1: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the reporting cable system named in Level 0. Charter Communications Entertainment, LLC, 12405 Powerscourt Drive, St. Louis, MO 63131

Level 2: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 1. In each case, indicate which entity in Level 1 is the subsidiary of the entity named in Level 2. Charter Communications Operating, LLC, 12405 Powerscourt Drive, St. Louis, MO 63131.

Level 3: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 2. In each case, indicate which entity in Level 2 is the subsidiary of the entity named in Level 3. CCO Holdings, LLC, 12405 Powerscourt Drive, St. Louis, MO 63131

Level A: If applicant (Level 0) owns 25% or more of the voting stock of any corporation or other business entity, provide the name, city, and state of principal office. Charter Advertising of St. Louis, LLC, 12405 Powerscourt Drive, St. Louis, MO 63131.

Level B: If the entity or entities named in Level A owns 25% or more of the voting stock of a corporation or other business entity, provide the name, city, and state of principal office. In each case, indicate which entity in Level A is the parent of the entity named in Level B. None

31. For corporations, list all officers and directors (whether or not they own stock) and stockholders who own 1% or more of the voting stock of the corporation, as well as the city and state of residence and corporate position. If an ownership interest exists, record this to the nearest whole percent based on the total number of outstanding shares of voting stock in the corporation, exclusive of treasury stock. Where stock is held by a stockholder in a street name, this fact should be noted, but no further information concerning such stockholder need be furnished.

N/A – Applicant is a wholly owned subsidiary.

OR

For partnership, list the name, city, and state of residence, and percent of interest in the partnership of each general or limited partner.

N/A

32. Has any individual named in Question 31 been found guilty of any felony in any federal or state court within the past ten years? If yes, submit as Exhibit\_\_\_ a statement disclosing the individual and matters involved and identifying the court and proceeding by date and file numbers.

**No.**

33. If any individuals listed in Question 31 are aliens, submit as Exhibit\_\_\_ a list of their names, addresses, and nationalities.

**N/A**

34. If applicant is unable to supply all of the information requested herein for itself or any of the corporations or other business entities named, submit as Exhibit\_\_\_ a list of those individuals or business entities for which any of the requested information is not being furnished, and include a detailed explanation of why the omitted material is unavailable.

**N/A**

## **SUPPLEMENT TO LICENSE APPLICATION**

This Supplement to the License Application must be completed by any applicant that is not able to provide an annual report or an audited financial statement for its most recently completed fiscal year.

In completing Schedules A through E, provide pro forma information for each year in a ten-year projected period.

In completing Schedule F, appropriate documentation must be provided to ensure the applicant has secured the proper financial commitment.

### **SCHEDULE A: ASSETS**

#### **CURRENT ASSETS**

- Cash and Equivalents
- Accounts Receivable, Less Allowances
- Inventory
- Prepaid Expenses
- Other Current Assets
- TOTAL CURRENT ASSETS**

#### **FIXED OPERATING ASSETS**

- Land
- Buildings
- Headend Equipment
- Trunk and Distribution Equipment
- Subscriber Devices
- Other Fixed Operating Assets
- Construction Work in Progress
- TOTAL FIXED OPERATING ASSETS**
- Accumulated Depreciation
- NET FIXED OPERATING ASSETS**

#### **OTHER OPERATING ASSETS**

- Franchise Acquisition Costs
- Excess Fair Value
- Goodwill
- Other Intangible Assets
- TOTAL OTHER ASSETS**
- Accumulated Amortization
- NET OTHER ASSETS**

**TOTAL NET ASSETS**

## SCHEDULE B. LIABILITIES

### CURRENT LIABILITIES

- Accounts Payable
- Subscriber Advance Payments and Deposits
- Debt Due Within One Year
- Current Taxes Payable
- Other Current Liabilities
- TOTAL CURRENT LIABILITIES

### NON-CURRENT LIABILITIES

- Long-Term Debt
- Notes Payable
- Bonds Payable
- Obligation on Capitalized Leases
- Deferred Taxes
- Other Non-Current Liabilities
- TOTAL NON-CURRENT LIABILITIES

### OWNER'S EQUITY

- Net Assets Due From/To Parent Company
- Capital Stock
- Retained Earnings – Gross
- Accumulated Dividends
- Other Owner's Equity
- TOTAL OWNER'S EQUITY

TOTAL LIABILITIES AND EQUITY

## SCHEDULE C: LOCAL CHARACTERISTICS

### CONSTRUCTION AND SUBSCRIBERS

- Total Homes in Service Area
- Aerial Miles Constructed
- Underground Miles Constructed
- TOTAL Miles Constructed
- Homes Passed by Cable
- Subscribers at End of Year

#### SCHEDULE D: OPERATING INCOME

##### SUBSCRIBER REVENUE

- Installation Income
- Equipment Revenue
- Basic Service Tier Revenue
- Cable Programming Service Tier Revenue
- Premium Service Revenue
- Per Program or Per Channel Revenue
- Other Subscriber Revenue
- TOTAL SUBSCRIBER REVENUE

##### NON-SUBSCRIBER REVENUE

- Advertising Income
- Other Income
- TOTAL NON-SUBSCRIBER REVENUE

TOTAL OPERATING INCOME

#### SCHEDULE E: OPERATING EXPENSES

##### DIRECT OPERATING EXPENSES

- Programming Expenses
- Net Bad Debt and Collection Expenses
- Salaries and Benefits
- Repairs and Maintenance
- Light, Heat, and Power
- Pole and Duct Rental
- Administration - Office and Billing
- Marketing
- Local Origination
- Other
- TOTAL OPERATING EXPENSES

##### DEPRECIATION AND AMORTIZATION

- Depreciation
- Amortization
- TOTAL DEPRECIATION AND AMORTIZATION

TOTAL EXPENSES

## SCHEDULE F: DEBT FINANCING

### DEBT FINANCING PLAN

Provide the commencement date, interest rate, repayment terms, and outstanding amount for each loan held by the applicant.

Attach as Exhibit\_\_\_ a description of each financial agreement to include the lender, terms, conditions and security.

If lender is a bank or financial institution, a letter of intent or commitment must be included. If lender is a corporation, individual, or partnership, a financial statement showing net worth equal to amount of commitment or a letter of commitment from a financial institution for the specific project must be included.

## **EXHIBIT A**

### **I IDENTIFICATION**

1. Name and location of municipality for which cable television franchise is sought:

**Town Of**                      **New Marlborough, MA**  
**Municipality**

2. Name of Applicant:                      **Charter Communications Entertainment I, LLC**  
   **("CCE-I")**

Street Address:                      **Charter Communications**  
   **400 Atlantic Street**  
   **City: Stamford State: CT Zip: 06901**

3. Name of person to whom communications should be sent if different from Item 2:

Name:                      **Melinda Kinney, Sr. Director Government Affairs**  
   **301 Barber Avenue**  
   **City: Worcester State: MA ZIP: 01606**  
   **Melinda.Kinney@charter.com**

4. Business Office Address:                      **Charter Communications Entertainment I, LLC**  
   **400 Atlantic Street**  
   **City: Stamford State: CT Zip: 06901**

5. Name and Title of Chief Executive:

Name:                      **Thomas M. Rutledge**  
Title:                      **President, CEO: CCE-I**



## Exhibit B

### Spectrum Terms of Service / Policies

<https://www.spectrum.com/policies/terms-of-service>

In addition to these Residential General Terms and Conditions of Service ("General Terms"), You, individually ("You" or "Subscriber"), and You, on behalf of every member of your household, current and future, every visitor to or guest in your household, and any other person who uses the Services (together with Subscriber, the "Subscriber Group"), agree to be bound by the terms of service applicable to the residential Spectrum service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Spectrum Subscriber Privacy Notice which may each be found at [www.spectrum.com](http://www.spectrum.com), under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control. For purposes of these Terms of Service, all references to "Spectrum" mean Charter Communications Operating, LLC and any of its affiliates or subsidiaries providing Subscriber the Services (including third parties Spectrum may retain to provide the Services).

If Spectrum provides Spectrum Voice™ service in Subscriber's area, it will be provided through the Spectrum phone service affiliate servicing Subscriber's area.

Subscriber's signature on the work order presented upon installation of Services, the Subscriber Group's use of Services, and/or any other form of signature or action indicating intention to use (e.g., online acceptance, e-signature or breaking the seal on the box of a self-installation kit, activation of service) are evidence of Subscriber Group's agreement to these General Terms which incorporate the Terms of Service. Spectrum may change its prices, fees, the Services, and/or the Terms of Service. The Subscriber Group's continued use of the Services after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the changes, and the most-recent version of these Terms of Service controls Subscriber's relationship with Spectrum and Spectrum's provision of Services to Subscriber. The current version of the Terms of Service may be found at [www.spectrum.com](http://www.spectrum.com) under "Terms of Service/Policies." Subscriber may not modify these General Terms, the Service-specific Terms of Service, or the Spectrum Subscriber Privacy Notice by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms and Terms of Service incorporated herein.

These General Terms and the Terms of Service do not apply to services sold under the Spectrum Business brand.

THESE GENERAL TERMS CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST SPECTRUM MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER'S RIGHTS UNDER THESE GENERAL TERMS WITH RESPECT TO ALL SERVICES. SEE SECTION 28 FOR DETAILS ON THESE PROVISIONS.

1. **Payment of Charges:** Subscriber will be billed monthly, in advance, for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Billing may commence on or after the earlier to occur of (a) the activation of any Service, (b) confirmed delivery of service Equipment, (c) 7 days after shipment of devices or equipment. Subscriber will be billed monthly in arrears for all Services used including without limitation, Pay Per View, On Demand, per unit or minute usage charges, roaming, or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber shall pay all monthly charges and all applicable fees and taxes by the due date as listed on the Spectrum monthly bill(s), which may be sent by multiple, separate invoices and/or exclusively by online presentation depending on respective Service subscription. Payment methods, including Credit Card, Debit Cards and Checks will be stored for future use by the subscriber. It shall be Subscriber's obligation to review bills as presented on line.

Subscriber shall notify Spectrum of disputed charges or items within sixty (60) days of invoice receipt or online posting, or longer as required by applicable law. Failure to pay charges billed when due (including checks returned for insufficient funds) may result in discontinuance of all Services, the removal of all Equipment (as defined in Section 8 below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (business and/or residential) served by Spectrum, all Spectrum-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Spectrum may apply any funds received from Subscriber first to such delinquent account(s).

Should Subscriber wish to resume Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume Service after termination of Service, Spectrum may charge fees for installation, service calls and/or activation and reserves the right to charge rates different from those in place at the time of disconnect. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed.

Charges may apply for service visits when Spectrum-owned equipment is not the cause of any service degradation, outage, or other problem with your service.

Charges may apply for any Subscriber-requested transaction assistance from a Spectrum Customer Service Representative. Subscriber's first bill may include partial-month charges for Service received, first month's per unit or minute usage charges, applicable installment plan charges, and/or other applicable monthly Service charges. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Spectrum will apply that payment to any outstanding charges in the amounts and proportions that it determines.

Subscriber agrees and understands that by entering into the financial arrangement described herein, except to the limited extent Subscriber is purchasing devices (each a "Device") from Spectrum under an installment plan agreement, Spectrum is not extending Subscriber any credit and therefore Spectrum and Subscriber are not entering into a consumer credit or similar transaction.

2. Recurring Auto Pay or One-Time Payment services by Electronic Payment Terms: The following Electronic Payment Terms apply to Spectrum's recurring Auto Pay or One-Time Payment services that Subscriber may elect to receive.

a. By participating in the Auto Pay service or One-Time payment service, Subscriber is (i) representing that Subscriber is the authorized user of the debit card, credit card, or banking account used to make payment to Spectrum, and (ii) authorizing Spectrum to store such account number for future use of such services. Spectrum reserves the right to terminate Subscriber's continued participation in the Auto Pay or One Time payment service for any reason, including without limitation late payment, non-payment, or fraudulent payment of Subscriber's bill.

b. By electing to enroll in Spectrum's online Auto Pay Service, Subscriber has authorized Spectrum to obtain payment of Subscriber's then-current statement balance each month by direct transfer of funds from Subscriber's selected financial institution or credit card account.

c. Spectrum will send the applicable of Subscriber's monthly bill statement or notice of online posting of such statement to Subscriber prior to Subscriber's payment due date. The amount shown as due on the monthly bill statement will constitute notice to Subscriber of any variance in amount from the bill payment amount paid in the previous month by Auto Pay. The balance shown as due on Subscriber's statement view will be deducted on or around the payment due date.

d. Payment of Subscriber's Spectrum bill on a recurring basis through Auto Pay may be required for subscription to some Services and for purchase of certain Devices from Spectrum. Subscriber has the right to revoke the recurring Auto Pay arrangement with Spectrum at any time, except for those services where Auto Pay is required. Any revocation of Subscriber's authorization to pay the Spectrum bill through an Auto Pay arrangement will not take effect until after receipt by Spectrum, and will result in the discontinuance of Auto Pay bill payment(s). After canceling Auto Pay bill payment, Subscriber will then be responsible for taking appropriate action each month to pay the Spectrum bill.

e. To get a copy of Subscriber's online Auto Pay confirmation for Subscriber's records, Subscriber must print or save such document to Subscriber's computer.

f. Subscriber is solely responsible for ensuring that contact information, such as email address, and financial information, such as credit card, debit card, card expiration date, checking or savings account number are current and accurate at all times. Subscriber must notify Spectrum of any change in credit card, checking or savings account information and complete another Auto Pay authorization form to have the Spectrum bill paid on a recurring basis using any new or changed debit or credit card, checking or savings account number or information. Subscriber can update existing Auto Pay account information on the My Spectrum mobile app or on [Spectrum.net/myaccount](https://spectrum.net/myaccount). It may take one billing cycle after any change made in credit card, checking or savings account number or information for any payments made using these Services to be processed. In the meantime, Subscriber will remain solely responsible for taking appropriate actions to ensure that bill payments are made when due. The One Time Pay and Auto Pay services are provided for personal, non-commercial use only, and Subscriber is prohibited from using these services for any illegal activity or purpose, including payment fraud or identity theft.

g. By electing to use the One Time Pay and Auto Pay services, Subscriber agrees that Spectrum may provide you legal notices regarding the Electronic Payment Terms, the Terms of Service, payments made, and other relevant information or records attributable to transactions Subscriber makes using the One Time Pay and Auto Pay services, in electronic form only. Subscriber cannot withdraw consent to receive such electronic notice, records, or disclosure if Subscriber elects to continue to use the One Time Pay and Auto Pay services.

h. It is Subscriber's responsibility to protect the confidentiality of any user name or password used in connection with these One Time Pay and Auto Pay services. Spectrum recommends that Subscriber not share user name or password with any unauthorized user, because such disclosures might provide unauthorized access to Subscriber's account information. If Subscriber believes Subscriber's password or other means to access the Spectrum account has been lost, stolen, or otherwise compromised, Subscriber must notify Spectrum immediately at 855-707-7328.

i. Without limitation, Spectrum shall have no liability or responsibility for its inability to process or receive payments Subscriber makes or attempts to make using the One Time Pay or Auto Pay services or otherwise to perform its responsibilities under these Electronic Terms in the event circumstances beyond Spectrum's control prevent Spectrum from doing so or otherwise affect Spectrum's ability to do so.

j. Subscriber is responsible for all fees and costs related to maintaining a valid payment method including processing charges or annual costs.

SPECTRUM'S SOLE AND ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR THE PROCESSING OR DEDUCTION OF AN INCORRECT TRANSFER OF FUNDS HEREUNDER SHALL BE THE RETURN TO YOU OF THE IMPORPERLY TRANSFERRED FUNDS.

3. Payment by Check; Returned Items; Third Party Processing. If Subscriber makes payment by check, Subscriber authorizes Spectrum to collect such payment electronically. Subscriber may not amend or modify these General Terms with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Spectrum; any of which notations shall have no legal effect. Whether paying by check, One-Time Pay, Auto Pay services, or any form of electronic funds transfer from a banking account, Subscriber hereby authorizes Spectrum to collect any declined amount electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated.

4. Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to Spectrum. Any NSF charge is in addition to any charges Subscriber's financial institution may assess. If initially rejected, Spectrum will make additional multiple attempts to execute such electronic payment for up to 30 days following the initial refusal. At the end of the 30-day period, if there has not been a successful payment, the applicable of Subscriber's Auto Pay or One Time Pay authorization will be terminated.

5. Spectrum Refund Policy/30-Day Guarantee. Subject to additional provisions that may be applicable to equipment returns, New Subscribers (those who have not been Spectrum customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the Service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Pay Per View and other non-recurring subscription purchases are not refundable nor are any related installation fees that may apply. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by Spectrum within 45 days of installation of Service (30 days subscribing to the Service, plus 15 day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.

6. Service Bundle Discounts: Spectrum reserves the right to offer and Subscriber may elect to subscribe to a combination of Spectrum Services for which a bundle discount applies ("Bundled Services"). In the event Subscriber terminates any Service component of such Bundled Services or Spectrum terminates such Service component based on Subscriber's failure to comply with the Terms of Service, Spectrum reserves the right to revert the pricing of the remaining Service(s) to the applicable undiscounted price for such Service(s).

7. Monthly Subscription Services. Subject to and without abrogating Section 5 - "Spectrum Refund Policy/30-Day Guarantee", Subscriber shall be responsible for the full monthly charge for those Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Service prior to the conclusion of

the respective subscription month, and for charges for per program, Pay Per View, On Demand, per event Cable Services ordered or per unit or minute usage charges, or roaming used by the Subscriber.

8. Spectrum Property: All Spectrum-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Spectrum ("Equipment") remains the property of Spectrum, except for the "cable home wiring" as defined at 47 C.F.R. §76.5(l) and excluding certain Spectrum Devices that Subscriber has purchased under an installment agreement with Spectrum. Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without Spectrum authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Spectrum's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

9. Disruption of Service: All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Spectrum be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Spectrum's reasonable control. Subject to applicable law, Spectrum may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.

10. Equipment: Excluding certain Spectrum Devices for which separate terms and conditions may apply, Spectrum will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. Spectrum shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Spectrum is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent use or abuse or if no fault is discovered in Spectrum's system or Equipment. Spectrum makes no warranties, with respect to Equipment or Service provided by Spectrum or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT IS PROVIDED "AS IS", AND SPECTRUM HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

SPECTRUM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

11. Spectrum's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

12. Subscriber Property: Spectrum assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Spectrum is not responsible or liable for any loss or impairment of Spectrum's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.

Notwithstanding anything to the contrary, Subscriber agrees to allow Spectrum and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, access configure, maintain, inspect or upgrade Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Spectrum access to it.

13. Taxes/Fees: Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same (including franchise fees).

With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, Spectrum will review the amount it collects in such fees and taxes on a quarterly and annual basis. In the event Spectrum determines that it has collected any fees and/or taxes in excess of sums due to governmental and regulatory authorities, Spectrum will begin refunding such excess fees and taxes to current subscribers within 15 months of the end of each calendar year. Please be aware

that, by law in some cases, Subscriber may be billed for taxes and fees that relate to time periods before Subscriber began receiving Services. However, by law, Spectrum will not bill Subscriber for these fees more than 4 years after the year they are incurred by Spectrum. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.

14. Care of Spectrum Property and Service: Subscriber agrees that neither Subscriber nor any other person (except Spectrum's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Spectrum shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by Spectrum and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Spectrum schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Spectrum's service area, Subscriber shall notify Spectrum that these General Terms shall be terminated and the provisions of Section 20 shall apply to such termination.

15. Access to Subscriber Premises: Subscriber authorizes Spectrum and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. Spectrum's failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in Spectrum's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Spectrum may refuse to install and maintain such Service.

16. Acknowledgments and Consent Regarding Recording of Communications and Contact Rights:

a. Recording of Communications. Subscriber acknowledges and agrees that all communications between Subscriber and Spectrum may be recorded or monitored by Spectrum for quality assurance or other purposes subject to applicable law.

b. Consent to Phone Calls. Spectrum may call or text Subscriber or authorize others to call or text Subscriber on its behalf including but not limited to at any number Subscriber provides to Spectrum (or that Spectrum issues to Subscriber) for any purpose, including marketing Spectrum's services. If Subscriber's numbers are included on state or federal "do not call" lists, Spectrum will not call or text Subscriber for marketing purposes, but still may call or text Subscriber or authorize others to do so for non-marketing purposes. Subscriber is responsible for charges for incoming text messages on Subscriber's wireless phone(s).

c. Robo-Calls. Spectrum (or persons acting on Spectrum's behalf) may use automated dialing systems or artificial or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.

d. Other Notices. Subscriber authorizes Spectrum to provide other notices to Subscriber using any method Spectrum determines appropriate, including by electronic means (for example, email or online posting).

e. Other Consents. Spectrum may ask Subscriber to provide other consents or authorizations, including by electronic means, email or Subscriber's equipment (for instance, using Subscriber's remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and Spectrum is entitled to assume that any consent or authorization Spectrum receives through the Services or from Subscriber's location has been authorized by Subscriber.

f. Email Address for Notice. Upon Spectrum's request, Subscriber will provide Spectrum with a current email address that Subscriber regularly checks so that Spectrum may provide notices and communications to Subscriber at that address.

Spectrum's right to contact Subscriber as described in this Section survives the termination of these Terms of Service.

17. Subscriber's Right to Opt Out of Certain Robo-Calls. If Subscriber does not wish to receive calls, messages, or texts from Spectrum via automated dialing systems or pre-recorded messages on Subscriber's cellular phone, Subscriber may visit our websites to manage communication preferences. Subscriber understands that these straightforward procedures are the exclusive ways to opt-out of such calls. Subscriber also agrees to allow Spectrum sixty (60) business days to honor Subscriber's request, and further agrees that Spectrum will not be liable for any calls or texts to Subscriber in the interim.

Subscriber understands that Spectrum will continue to use automated dialing systems or pre-recorded messages on Subscriber's cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations, and account status updates.

18. Secure Connection Requirements. Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under the Terms of Service, Spectrum shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of its network facilities, the video, phone, and/or Internet signals Spectrum transmits or receives, and the connection between any device or application used by Subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and Spectrum's Equipment, system, or other network facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.

19. Assignment or Transfer: These General Terms and the Services and/or Equipment supplied by Spectrum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Spectrum.

20. Termination and Expiration:

a. Termination by Subscriber: Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring Service, Subscribers must call 855-757-7328, or provide a hardcopy written notice of termination to Spectrum delivered to 2 Digital Place, Floor 4, Simpsonville, SC 29681.

b. Termination for Bankruptcy: Spectrum shall have the right to terminate these General Terms immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.

c. Termination for Breach: In the event of any breach of these General Terms by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Spectrum, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these General Terms may, at Spectrum's option, be terminated and the Equipment removed. Failure of Spectrum to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Spectrum in the event that Spectrum shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under these General Terms. Spectrum may terminate these General Terms or Spectrum may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:

I. Subscriber violated these General Terms as to this or another Spectrum account;

II. The information required in the application process is or becomes incorrect, absent or incomplete;

III. Subscriber threatened or harassed any Spectrum employee, agent, contractor or representative;

IV. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate Spectrum;

V. There is a violation of the Terms of Service or other agreements with respect to any Service, as determined in the sole discretion of Spectrum; or

VI. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Spectrum.

Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Spectrum shall have no liability to Subscriber.

d. Obligations Upon Termination: The Subscriber agrees that upon termination of these General Terms:

I. Subject to Section I of the Residential Cable Services Agreement, if applicable, Subscriber will pay Spectrum in full for Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of these General Terms, the date on which the Service has been disconnected, or the date on which the Equipment is returned to

Spectrum. The Subscriber agrees to pay Spectrum on a pro-rated basis for any use by the Subscriber of any Service for a part of a month.

II. Subscriber will promptly return all Equipment to Spectrum. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of these General Terms in addition to Equipment charges contemplated in Section 16.d, Subscriber shall be liable to Spectrum in accordance with Spectrum's then current schedule of charges for non-returned Equipment.

e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

21. Spectrum's Right to Pursue Remedies and Subscriber's Indemnification Obligations. If Subscriber breaches these General Terms, Spectrum has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these General Terms' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against Spectrum that arises out of Subscriber's relationship with Spectrum, the Services provided to Subscriber, the General Terms, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at Spectrum's exclusive election), and release Spectrum from liability and reimburse Spectrum for any losses that Spectrum may incur, including reasonable attorneys' fees and costs, as a result of such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory.

22. Security Deposit: Any security deposit required of Subscriber for the Equipment or Spectrum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Spectrum's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Equipment undamaged. If Spectrum is holding a deposit on Subscriber's account, Spectrum has the right to apply the deposited amount against any outstanding balance or shortfall in payments.

23. Advance Payment/Credit Worthiness: Subscribers who are unable or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an advance payment or be denied service. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes, fees and surcharges. The advance payment will appear as a credit and be applied to the first monthly bill. Spectrum reserves the right to refuse Service if the Subscriber fails to fulfill standard credit requirements. After Service has been established, the Subscriber will be responsible for the payment of all applicable charges, including taxes, fees and surcharges to avoid discontinuance of Service.

24. Content and Services: All Services are subject to change in accordance with applicable law.

25. Rates: All rates are subject to change in accordance with applicable law.

26. Late Fee: If Subscriber's account is 30 days past due, a reminder message will be included on Subscriber's monthly bill. If Subscriber's past due balance remains unpaid, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Spectrum's then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. Spectrum expects that Subscriber will pay for Services on a timely basis, and Spectrum does not extend credit to customers.

27. Disclaimer: Spectrum assumes no liability for any program, services, content or information distributed on or through the Services and Spectrum expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Spectrum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

28. Right to Make Credit Inquiries: Subscriber authorizes Spectrum to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.

29. Spectrum's Reservation of Rights: Spectrum reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, Spectrum will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Spectrum will provide any prior notice of suspension or termination that is required by law.



30. Indemnification. In requesting and accepting Spectrum Services, Subscriber agrees to defend, indemnify, and hold Spectrum, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "Spectrum Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:

- a. The installation, operation, provision, or other use of Spectrum Services and/or Equipment;
- b. Any violation of Spectrum's Terms of Service, Acceptable Use Policy, or other published policies or requirements;
- c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;
- f. Any unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
- g. Any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any Voice Services furnished by Spectrum in connection with the 911 or E-911 service, including but not limited to, the telephone number, address or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber.

The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the Spectrum Indemnitees. Subscriber agrees that Spectrum Indemnitees are not liable for any damages or liability resulting from the loss of Services (whether Internet, Cable, Voice, or other Services), nor will Subscriber make any claims or undertake any actions against Spectrum Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of Spectrum Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of Spectrum Indemnitees.

LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF SPECTRUM AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES).

UNDER NO CIRCUMSTANCES SHALL SPECTRUM BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS OR SUBCONTRACTORS OF SPECTRUM, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. SPECTRUM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY SPECTRUM OF ANY OBLIGATION SPECTRUM MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY SPECTRUM. IN NO EVENT SHALL SPECTRUM'S



LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST SPECTRUM THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.

31. Privacy Policy. Spectrum will provide Subscriber with a copy of its customer privacy policy at the time Spectrum provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can view the most current version of our privacy notice by going to "www.spectrum.com, and then "Your Privacy Rights." Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that Spectrum is expressly required to do so by applicable law, Spectrum will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Spectrum may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Spectrum's privacy policy. In order to protect the privacy of Subscriber's account information, Spectrum may require that Subscriber use a security code or other method, in addition to the user name and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through Spectrum's customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to Spectrum's policies.

32. ARBITRATION. The following provisions are important with respect to the agreement between Subscriber and Spectrum regarding Spectrum's Services memorialized by these General Terms.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. These General Terms require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

Subject to the "Exclusions" paragraph below, Spectrum and Subscriber agree to arbitrate disputes and claims arising out of or relating to these General Terms, the Services, the Equipment, or marketing of the Services Subscriber has received from Spectrum. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THESE GENERAL TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of these General Terms.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these General Terms, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

SPECTRUM SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000. SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF SPECTRUM UNDER APPLICABLE LAW.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless Spectrum and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of Subscriber's billing address.

The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of these General Terms.

SUBSCRIBER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING

Furthermore, unless both Subscriber and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

**Right to Opt Out.** If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Spectrum in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Spectrum must include Subscriber's name, address, and Spectrum account number as well as a clear statement that Subscriber does not wish to resolve disputes with Spectrum through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Spectrum or the delivery of Services to Subscriber by Spectrum.

**Severability.** If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from these General Terms, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. SUBSCRIBER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- (1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

For New York Video Subscribers. Subscriber may elect to resolve a dispute through the New York Public Service Commission in accordance with 16 NYCRR §890.709(a) and 16 NYCRR §709(c).

The foregoing arbitration provisions shall survive the termination of these General Terms.

SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST SPECTRUM, UNLESS SUBSCRIBER OPTS OUT. Subscriber must bring any claim against Spectrum within one (1) year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If Subscriber does not bring a claim within this period, Subscriber waives, to the fullest extent permitted by law, all rights Subscriber has to such claim and Spectrum will have no liability with respect to such claim.

Subscriber may opt out of this Section, in which case the normal statute of limitations will apply. To opt out, Subscriber must notify Spectrum in writing by sending a letter to Spectrum addressed to VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powercourt Drive, St. Louis, MO 63131, within 30 days of (a) the date that this provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber's written notice must include Subscriber's name, address, and Spectrum account number as well as a clear statement that Subscriber does not wish this Section to apply.

This Section shall survive the termination of these General Terms.

33. Force Majeure: Spectrum shall not be liable for any failure of performance or equipment of any kind (including Spectrum Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Spectrum, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

34. Survival of Terms. In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. Spectrum's right to contact Subscriber shall also survive these General Terms unless Subscriber opts out in the manner described in these General Terms. All other obligations of Subscriber and Spectrum under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

35. Entire Agreement: These General Terms (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and Spectrum. No undertaking, representation or warranty made by an agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of Spectrum's Services or Equipment shall be binding on Spectrum except as expressly included herein. Subscriber agrees that, if any portion of these General Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Spectrum fails to insist upon or enforce strict performance of any provision of these General Terms, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these General Terms.

# EXHIBIT C

## TV Residential Services and Rates

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<b>BASIC SERVICE</b>	\$23.89
<b>SPECTRUM SELECT</b> (Includes Basic Service, Expanded Service and the following services where available - check your local lineup for availability: Bloomberg TV, Hallmark Movie Channel, Indie Plex, Movie Plex, Retro Plex)	\$64.99
<b>SPECTRUM SILVER</b> (Includes Spectrum Select, Digi Tier 1, HBO, Cinemax and Showtime - check your local lineup for availability)	\$84.99
<b>SPECTRUM GOLD</b> (Includes Spectrum Silver, Digi Tier 2, TMC, Starz, and StarzEncore - check your local lineup for availability)	\$104.99
<b>DIGI TIER 1</b> <sup>G</sup>	\$12.00
<b>DIGI TIER 2</b> <sup>G</sup>	\$12.00
<b>FRENCH VIEW</b>	\$6.99
<b>LATINO VIEW</b>	\$8.99
<b>SOUTH ASIAN VIEW</b>	\$29.99
<b>FILIPINO VIEW</b>	\$19.99
<b>TV JAPAN</b>	\$14.99
<b>MI PLAN LATINO</b> (Includes Spectrum Basic, Latino View and the following channels)	\$44.99
<b>PREMIUM NETWORKS (AVAILABLE WITH SUBSCRIPTION TO SELECT, SILVER OR GOLD)</b>	
STARZ ENCORE	\$15.00
EPIX	\$15.00
HBO	\$15.00
Showtime	\$15.00
Cinemax	\$15.00
STARZ	\$15.00
TMC	\$15.00
<b>PAY-PER-VIEW AND ON DEMAND</b>	
For a full listing of On Demand programming go to <a href="http://Spectrum.net/ondemand">Spectrum.net/ondemand</a> or go to Channel 1. Please see your interactive program guide for title-specific pricing prior to ordering or call 1-855-75 SPECTRUM. Rates for transactional movies, adult programming & events vary. Many programs available through On Demand are free.	
<b>OTHER SERVICES (PER MONTH)</b>	
Playboy TV	\$19.99

**INSTALLATION/SERVICE CALL (PER ACTIVITY)**

Primary Installation/Reconnect (when truck roll required) <sup>A</sup>	\$49.99
Custom Work Labor Charge	\$49.99
Trip Charge <sup>F</sup>	\$49.99
Service Call Truck Roll	\$49.99
Wall Fish	\$49.99

<sup>A</sup> An amplifier may be required for a dwelling with multiple outlets (outlet = digital receiver/modem/eMTA). Technician assessment and professional installation required.

<sup>F</sup> Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment.

**UNRETURNED EQUIPMENT FEES (PER UNIT)**

Spectrum Receiver	\$123.00
CableCARD™ <sup>E</sup>	\$22.00
Tuning Adapter	\$130.00

<sup>E</sup> Due to system technology enhancements in a switched digital market, access to certain digital channels will require a receiver, as HDTVs equipped with CableCARDs can not access certain digital channels requiring two-way communication. CableCARD customers with TiVo equipment will also need a Tuning Adapter for access to such digital channels.

**MISCELLANEOUS CHARGES (PER MONTH)**

Broadcast TV Service Charge <sup>B</sup>	\$9.95
Whole House Wire Maintenance	\$4.99

<sup>B</sup> The Broadcast TV Service Charge reflects charges assessed to Charter by broadcast TV stations. It applies to Basic Service and all additional TV services.

**MISCELLANEOUS CHARGES (PER ACTIVITY)**

Late Fee (45 Days Past Due)	5%
Phone Payment Processing (Charter Assisted)	\$5.00
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$25.00
Additional Bill Copies	\$1.99

**SPECTRUM EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH, PER OUTLET UNLESS OTHERWISE INDICATED)(WITH SUBSCRIPTION TO SPECTRUM BASIC, SELECT, SILVER OR GOLD)**

Spectrum Receiver & Remote (per outlet) <sup>C</sup>	\$6.50
Secure Connection (per receiver or CableCARD) <sup>E, H</sup>	\$1.00
DVR Service Package (up to 4 DVR receivers)	\$19.99

DVR Service (1 DVR receiver)	\$12.99
CableCARD <sup>E</sup>	\$1.00

<sup>C</sup> DVR service required with subscription to DVR or DVR/HD receiver.

<sup>E</sup> Due to system technology enhancements in a switched digital market, access to certain digital channels will require a receiver, as HDTVs equipped with CableCARDs can not access certain digital channels requiring two-way communication. CableCARD customers with TiVo equipment will also need a Tuning Adapter for access to such digital channels.

<sup>H</sup> The Secure Connection Fee covers those measures Spectrum employs to manage and secure the connection between Spectrum's system and the Spectrum receiver and other devices Subscriber uses to access Spectrum's services.

#### **SUBSCRIPTION SERVICES ON DEMAND**

Karaoke Monthly	\$6.99
Too Much for TV	\$14.99
Here TV Monthly	\$6.99
Disney Family Movies	\$4.99

<sup>D</sup> Provides access to the electronic program guide - to receive program information, perform efficient channel surfing, use Parental Controls and access to order Pay-Per-View & On Demand (where available).

All charges exclude applicable taxes, state and local regulatory fees, FCC fees, public access fees, franchise fees and the Broadcast TV Service Charge.

CableCARD customers subscribing to any service package in which Charter-leased equipment is included in the package price, may receive a discounted price, reduced by an amount equal to/greater than the fee for such equipment not leased from Charter.

©2019 Charter Communications ADDITIONAL CUSTOMER INFORMATION: Prices are per month unless noted otherwise. Programming may vary and all services may not be available in all areas. Rates, number of channels, programs/content, services & packages are subject to change or discontinuance at any time, subject to applicable law. Unless specified on this rate card, additional installation services are generally billed using the Labor Charge in ¼ hour increments. Charter reserves the right to institute different rates or terms and conditions of service for promotional purposes. Customers are not required to subscribe to any tier of service, other than the Charter Basic service tier, in order to purchase premium channels, or where available, Pay-Per-View or On Demand. Charter-issued digital receiver or CableCARD required to view programming channels. Charter-issued digital receiver required to view Pay-Per-View and On Demand programming (where available). HD-capable equipment required to view HD programming (where available). All programming may not be available to CableCARD customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Controls feature on your on-screen program guide. Certain limitations apply to the Wire Maintenance Plan, such as the exclusion of repairs to alarm/electrical/twisted pair wiring, customer-caused damage or abuse, and alterations to Charter equipment. Please contact Charter for more information about the Wire Maintenance Plan.

**SPECTRUM STANDARD SERVICE OFFERINGS (MONTH-TO-MONTH PLAN) \***

Spectrum Internet 100/10 \$65.99  
Spectrum Internet 100/10 with WiFi \$70.99  
Spectrum Internet Ultra 400/20 \$90.99  
Spectrum Internet Assist 30/4 \*\* \$14.99  
Spectrum Internet Assist 30/4 with WiFi \*\* \$19.99  
Spectrum Internet Gig \$125.99

**OTHER CHARGES AND TERMS \***

Data included with monthly charge Unlimited  
Charges for additional data usage No Charge  
No Charge  
Optional modem or gateway lease - Charter equipment included with service  
(Customers may use their own modem or gateway)  
Security Suite No Charge

**STANDARD ONE-TIME-CHARGES \***

Hourly Labor Charge \$49.99  
Standard Installation Fee \$49.99  
Spectrum Ultra Installation Fee \$49.99  
Spectrum Gig Installation Fee \$199.99  
WiFi Activation Fee (in addition to installation fee) \$9.99  
Self-Installation No Charge  
\$9.99  
WiFi Self-Installation (Must be existing video customer in order to qualify for self-installation)  
Move Transfer of Spectrum Service(s) \$49.99  
Change of Service - Special Trip F \$49.99  
Reconnection Fee \$4.99  
Unreturned Equipment Fee  
eMTA/Modem, Phone Modem \$39.00  
WiFi Modem/Extender/Router/Gateway \$78.00

\* State, Local, Government Taxes and Fees may apply and vary by location. Prices above do not include taxes & fees. Rates may vary for promotional, packages & non-standard events or service requests.

## **Exhibit D – Technical Description of Charter Communications System**

Charter's network includes three components: the national backbone, regional/metro networks and the "last-mile" network. Both Charter's national backbone and regional/metro network components utilize a redundant Internet Protocol ("IP") ring/mesh architecture with the capability to differentiate quality of service for each residential or commercial product offering. The national backbone provides connectivity from the regional demarcation points to nationally centralized content, connectivity and services such as HD programming, voice interexchange points and Internet interexchange points. The regional/metro network components provide connectivity between the regional demarcation points and headends within a specific geographic area and enable the delivery of content and services between these network components.

Charter's last-mile network utilizes a traditional hybrid fiber coaxial cable (or "HFC") architecture, which combines the use of fiber optic cable with coaxial cable. In our Massachusetts system, we deliver our signals via fiber optic cable from the headend to a group of nodes, and use coaxial cable to deliver the signal from individual nodes to the homes served by that node. For our fiber Internet, Ethernet, carrier wholesale, SIP and PRI commercial customers, fiber optic cable is extended from the individual nodes all the way to the customer's site. On average, our system design enables up to 400 homes passed to be served by a single node and provides for six strands of fiber to each node, with two strands activated and four strands reserved for spares and future services. We believe that this hybrid network design provides high capacity and excellent signal quality. The design also provides two-way signal capacity for the addition of further interactive services. HFC architecture benefits include: bandwidth capacity to enable traditional and two-way video and broadband services; dedicated bandwidth for two-way services, which avoids return signal interference problems that can occur with two-way communication capability; and signal quality and high service reliability. Charter's network and broadband service is vastly superior in terms of speed, reliability, scalability and sustainability to any satellite or wireless provider's service that requires line-of-sight access to customers in these rural areas that have very challenging topography for such services.

In 2014, Legacy Charter completed our transition from analog to digital transmission of the channels we distribute which allows us to recapture bandwidth. The all-digital platform enables us to offer a larger selection of HD channels, faster Internet speeds and better picture quality while providing greater plant security and lower transaction costs.

For set-top boxes, we are implementing a video conditional access strategy utilizing our downloadable security on a set-top box specified by us which can be manufactured by many different manufacturers. As we roll out downloadable security, we will utilize the Worldbox, and are introducing Spectrum Guide® in parallel to virtually all box types. Worldbox, by utilizing downloadable security along with the introduction of Spectrum Guide®, allows for a consistent service for all of our customers and on all of their televisions with a service that is rich in HD, has modern search and discovery features and is capable of improved implementation of future enhancements.



## Exhibit E – Charter Services and Customer Premise Equipment

### Video Services

Our video service offerings include the following:

- **Video.** Substantially all of our video customers receive a package of basic programming which generally consists of local broadcast television, local community programming, including governmental and public access, and limited satellite delivered or non-broadcast channels, such as weather, shopping and religious programming along with a digital set-top box that provides an interactive electronic programming guide with parental controls, access to pay-per-view channels, including video on demand, digital quality music channels and the option to also receive a cable card. Customers have the option to purchase additional tiers of services including premium channels which provide original programming, commercial-free movies, sports, and other special event entertainment programming.
- **Video On Demand, Subscription On Demand and Pay-Per-View.** In our Massachusetts system, we offer video on demand service which allows customers to select from 10,000 or more titles at any time. Video on demand includes standard definition, HD and three dimensional (“3D”) content. Video on demand programming options may be accessed for free if the content is associated with the customer’s linear subscription, or for a fee on a transactional basis. Video on demand services may also be offered on a subscription basis included in a digital tier premium channel subscription or for a monthly fee. Pay-per-view channels allow customers to pay on a per-event basis to view a single showing of a recently released movie, a one-time special sporting event, music concert, or similar event on a commercial-free basis.
- **High Definition Television.** HD television offers our digital customers nearly all video programming at a higher resolution to improve picture and audio quality versus standard basic or digital video images. Our all-digital transmission of channels allows us to offer more than 200 HD channels in our Massachusetts markets. We are also rolling out HD auto-tune in our markets which is a feature that ensures HD set-tops tune to the HD version of a channel even when the standard definition version is selected.
- **Digital Video Recorder.** DVR service enables customers to digitally record programming and to pause and rewind live programming. Charter customers may lease multiple DVR set-top boxes to maximize recording capacity on multiple televisions in the home. Most of our customers also have the ability to program their DVR’s remotely via the Spectrum TV App or on our website.
- **Spectrum TV App on Mobile Devices.** The Spectrum TV App enables Charter video customers to search and discover content on a variety of customer owned devices, including the iPhone®, iPad®, and iPod Touch®, as well as the most popular Android™ based tablets. The Spectrum TV App allows customers to watch over 150 channels of cable TV and use the device as a remote to control their digital set-top box while in their home. It also allows customers the ability to browse Charter’s program guide, search for programming, and schedule DVR recordings from inside and outside the home. Charter’s online offerings include many of our largest and most popular networks. Customers now have the ability to view OnDemand programming within the Spectrum TV App and can download programming directly to their device to view anytime,

anywhere, even without an Internet connection. We also currently offer content already available online through Charter.net, and via programmer authenticated applications and websites such as HBO Go® and WatchESPN®.

- ***Spectrum TV App on Immobile Devices.*** Charter launched the Spectrum TV App on Roku devices in 2015. This application enables all Charter video customers with a Roku device to watch live linear programming via the Spectrum TV App.
- ***Spectrum Guide®.*** In certain markets, we have launched Spectrum Guide®, a network or “cloud” based user interface with a similar look and feel of the Spectrum TV App. Spectrum Guide® is designed to enable our customers to enjoy a common user interface with a state-of-the-art video experience on all of our existing and future set-top boxes. Spectrum Guide® was initially introduced in 2014 and we are continuing to deploy and enhance this technology.

### **Internet Services**

All of our Massachusetts customers have available DOCSIS 3.0 wideband technology, allowing us to offer our residential customers multiple tiers of Internet services with download speeds of up to 100 Mbps, and up to 120 Mbps in certain markets. Since going all-digital, our base Internet download speed offering is 60 Mbps, and 100 Mbps in certain markets. Our Internet portal, Charter.net, provides multiple e-mail addresses. Finally, Charter Security Suite is included with our Internet services and, upon installation by customers, provides protection from computer viruses and spyware and parental control features.

Accelerated growth in the number of IP devices and bandwidth used in homes has created a need for faster speeds and greater reliability. Charter is focused on providing services to fill those needs. Charter offers an in-home WiFi product permitting customers to lease a high performing wireless router to maximize their wireless Internet experience. In 2015, in anticipation of new geographies and offered commitments in the TWC Transaction and Bright House Transaction, Charter launched an out-of-home WiFi service (“Spectrum WiFi”) in four market areas permitting Internet customers to access the Internet at designated “hot spots” within a particular market. This service is available at no charge to our Internet customers.

### **Voice Services**

We provide voice communications services using VoIP technology to transmit digital voice signals over our network. Our voice services include unlimited local and long distance calling to the United States, Canada and Puerto Rico, voicemail, call waiting, caller ID, call forwarding and other features and offers international calling either by the minute or through packages of minutes per month. For Charter voice and video customers, caller ID on TV is also available in most areas.

### **Commercial Services**

Commercial services offered through Spectrum Business, include scalable broadband communications solutions for businesses and carrier organizations of all sizes such as Internet access, data networking, fiber connectivity to cellular towers and office buildings, video entertainment services and business telephone services.

- ***Small and Medium Business.*** Charter offers basic coax service primarily to small (1 - 19 employees) and medium (20 - 199 employees) businesses similar to our residential offerings. Spectrum Business includes a full range of video programming tiers and music services and coax Internet speeds of up to 100 Mbps downstream, 200 Mbps in certain markets, and up to 7 Mbps upstream in its DOCSIS 3.0 markets. Spectrum Business also includes a set of business cloud services including web hosting, e-mail and security, and multi-line telephone services with more than 30 business features including web-based service management.
- ***Enterprise Solutions.*** Charter offers fiber or complex services to medium and large (200+ employees) businesses including fiber Internet with symmetrical speeds of up to 10 Gbps and voice trunking services such as Primary Rate Interface ("PRI") and Session Initiation Protocol ("SIP") Trunks which provide higher-capacity voice services. Charter also offers Metro Ethernet service that connects two or more locations for commercial customers with geographically dispersed locations with services up to 10 Gbps. Metro Ethernet service can also extend the reach of the customer's local area network ("LAN") within and between metropolitan areas. In addition to the above, Charter offers large businesses with multiple sites more specialized solutions such as custom fiber networks and Metro and long haul Ethernet. Charter also offers high-capacity last-mile data connectivity services to wireless and wireline carriers, Internet Service Providers ("ISPs") and other competitive carriers on a wholesale basis.

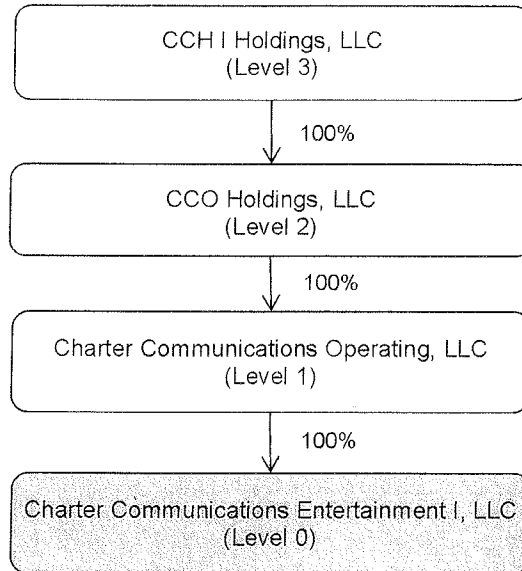
## **Exhibit F**

A copy of the 2017 Annual Report of the manager of Charter Communications Entertainment I, LLC, which is Charter Communications, Inc., [Exhibit F] can be found at:

**<https://ir.charter.com/static-files/1446750d-6d85-4e23-8746-37e56a565e81>**

# EXHIBIT 6

**Charter Communications Entertainment I, LLC**  
**Ownership Chart**  
**Prepared for Massachusetts Form 100**  
**As of January 4, 2019**



\* There are no subsidiaries at Levels A or B

12405 Powerscourt Dr  
St. Louis, MO 63131  
(314)965-0555

CHECK DATE: 12/27/18

**NO. 06792923**

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS	AMOUNT PAID
12/17/18	20181217	FORM 100 FILING FEE	100.00		100.00

4744864 TOWN OF NEW MARLBOROUGH (FF ONLY)

**WARNING: ORIGINAL DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS & CHEMICAL REACTIVE PAPER.**

**COMMUNICATIONS**  
**12405 Powerscourt Drive**  
**St. Louis, MO 63131-3674**  
Charter Communications is an Equal Opportunity Employer/Contractor

US BANK  
MEMPHIS, MO

NO. 06792923

	DATE	AMOUNT
4744864	12/27/18	\$*****100.00

PAY ONE HUNDRED AND 00/100\*\*\*\*\*

TO TOWN OF NEW MARLBOROUGH (FF ONLY)  
THE PO BOX 99  
ORDER MILL RIVER MA 01244  
OF

Thomas M. DeGru  
AUTHORIZED SIGNATURE

**THE FACE OF THIS CHECK HAS A VOID FEATURE PANTOGRAPH, A MICROTYPED BORDER AND A SECURITY BACKER.**

||06792923|| 1:0815176931:3507002677||