

Attachment A to Spectrum Enterprise Commercial Terms of Service

Spectrum Enterprise TV and Spectrum Business TV Service (collectively, “TV Service”)

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

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

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

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

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

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

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

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

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

c. Moviebeam. Moviebeam is a third-party value-added integrated service provider with services available for hospitality customers. Moviebeam Service offers Customers an electronic program guide, full property management system (“PMS”) integration, interactive guest services, casting capabilities, and expanded customization options for branding the TV user interface. Moviebeam installs and programs all Connections for Moviebeam Service. Customer must ensure the availability of Connections that are compatible with Moviebeam Service. Customer must provide Moviebeam technicians accommodations for lodging at the Service Location during any visits to install the Moviebeam Service.

d. SpectrumU and Spectrum Enterprise TV Streaming Access (“TVSA”). SpectrumU (available through an app named “SpectrumU” and the website watch.spectrumuTV.com) and TVSA (available through an app named “Spectrum Enterprise TV” and the website spectrumenterpriseTV.com) are online video services (collectively referred to herein as the “Apps”) that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer’s network. The Apps may not be available through all application stores. Factors outside of Spectrum’s control may affect the quality of service experienced by Customer and its End Users, including without limitation, the quality and utilization of Customer’s network, service attacks, and the End User’s device.

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

2. Spectrum Business TV Service. Spectrum Business TV Service uses a set top box to deliver the service. This service offers customers a high definition ("HD") video lineup, video-on-demand, PPV, an interactive programming guide, and DVR capabilities.

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

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

3. Restrictions.

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

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

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

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

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

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

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

6. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service or verify the estimated viewing occupancy for bars, restaurants and other event venues. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order, and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

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

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