

SPECTRUM BUSINESS

AGREEMENT FOR ENTERPRISE SERVICES

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

Spectrum Sales Contact Information				
Spectrum Account Executive: Gustavo Duarte Office: (858) 625-8457 Mobile: (858) 357-5611 Email: gustavo.duarter@charter.com				
Customer Information				
Customer Name (Exact Legal Name): City of San Diego Communications				
Street Address: 1200 3rd Ave.	Suite: 416	City: San Diego	State: CA	Zip: 92101
Customer’s Main Tel. No.: (619) 533-4785				
Customer Contact Name: Alex Handy		Email: ahandy@sandiego.gov		Tel No: (619) 248-7556
Billing Address: 1200 3rd Ave.	Suite: 416	City: San Diego	State: CA	Zip: 92101
Billing Contact Name: Alex Handy		Email: ahandy@sandiego.gov		Tel No: (619) 533-4785
Agreement				

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION, PROVIDED HOWEVER, THAT CLAIMS MADE BY SPECTRUM AGAINST THE CITY SHALL COMPLY WITH CALIFORNIA GOVERNMENT CODE SECTION 935 et. seq. AND MAY BE SUBJECT TO CUSTOMER’S COUNCIL POLICY 000-09; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

IN WITNESS WHEREOF, this Agreement is executed by City and Spectrum acting by and through their authorized officers.

Authorized Signature for Customer (City of San Diego)	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager (also referred to as Spectrum or Contractor)
By: <u><i>C. Abarca</i></u>	By: <u><i>David Brown</i></u> <small>David Brown (Jan 27, 2026 14:56:55 PST)</small>
Name: Claudia Abarca	Name: David Brown
Title: Director, Purchasing & Contracting Department	Title: Vice President
Date: 01/29/2026	Date: 01/27/2026

Approved as to form this 3rd day of February, 2026.

HEATHER FERBERT, City Attorney

By: *Markecia Simmons*
Markecia Simmons (Feb 3, 2026 11:39:41 PST)

Deputy City Attorney

Markecia Simmons
Print Name

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COMMERCIAL TERMS OF SERVICE

These Commercial Terms of Service ("Terms of Service") include all Service Attachments (defined below), any applicable Service Level Agreements, and all other documents identified hereunder, each of which are incorporated herein by reference, and together with any service orders placed by Customer and accepted by Spectrum hereafter ("Service Order(s)"), constitute the "Service Agreement". The Service Attachments and the exhibits to this Agreement further describe Spectrum's services (each a "Service" and collectively the "Services") and set forth additional terms and conditions for the applicable Service.

As used herein, "Spectrum" means Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Services hereunder, and "Customer" means the customer identified on the Service Agreement cover page or Service Order, as applicable. Spectrum and Customer may each be referred to herein as a "Party" and collectively as the "Parties."

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the latest date of the signatures of the Parties and approved by the City Attorney in accordance with San Diego Charter Section 40 on the Service Agreement cover page (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the last remaining Service Order entered into under the Service Agreement (the "Term"). The total cumulative term of any and all Service Orders shall not exceed five years and the term of this Agreement shall not exceed five years, unless approved by the City Council by ordinance.

2. SERVICES. Customer shall request Services hereunder by submitting Service Orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated by: (a) Spectrum's written acceptance; or (b) Spectrum's commencement of performance, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date") and continuing for the period of time specified in the Service Order(s). Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by providing notice to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time, and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third-party connections, and rights to construct and maintain necessary facilities, such as pole attachments and conduits, to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may order access connection facilities provided by other providers or entities to facilitate connection of a Service Location to Spectrum's Network (defined below).

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, an appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the related Service Order with respect to the Services at the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such Service Location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location.

(c) Site Preparation. Customer shall be responsible for necessary preparations at each Service Location (including the relocation of Customer's equipment, furniture, and furnishings as necessary for Spectrum to access the Spectrum Equipment), and shall provide Spectrum with floor space, rack space, other space, inside wiring (except if wiring is to be provided by Spectrum as set forth below), and clean power as reasonably necessary for the delivery, installation, and operation of Spectrum Equipment and Services. Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section. Any such fees or expenses charged by

any other end user accessing or using the Services ("End User") shall be borne solely by Customer.

Notwithstanding the foregoing, any wiring that Spectrum installs between the point of entry into the building at the Service Location to the applicable network interface device ("NID") is referred to herein as "Demarc Wiring." Any wiring from the NID to the terminating equipment at the Service Location (e.g., cameras, WiFi access points, phones, etc.) is referred to herein as "Inside Wiring." Spectrum will install Demarc Wiring as necessary in connection with installation of the Service. Additionally, Spectrum offers a wiring installation service related to certain Services, whereby Spectrum will install Inside Wiring if selected by Customer and Customer enters a Service Order for such installation. With regard to both Demarc Wiring and Inside Wiring that Spectrum installs, such wiring is considered part of the Spectrum Equipment.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation. If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing the installation of Services or is not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to commence or complete installation of the Services (the "Ready Notice"), and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice. Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer-provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in a Service Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Services.

(e) Restoration; Hazardous Materials. Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at a Service Location is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Services or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If either before or after a Service Order is executed, or during the course of the Service Agreement, Spectrum determines that: (i) there is a lack of available service, facilities, or other items as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, or services from or interconnection with the services or facilities of other providers would require additional costs or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's rules or guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel the applicable Service or Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service at the applicable Service Location or, if no Service Order has been executed, Spectrum has the right to decline to accept and cancel the pending Service or Service Order.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in the Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance and repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum Equipment not provided by Spectrum, or otherwise tamper with or use any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment at each Service Location. Customer shall also ensure that all Spectrum Equipment at each Service Location remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, private branch exchanges, where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of the Service Agreement or Service Order(s) ("**Termination**"), if applicable, Customer shall immediately cease all use of any software or software services provided by Spectrum ("**Software**"). Additionally, upon Termination, at the discretion and direction of Spectrum (x) Customer shall return the applicable Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the applicable Spectrum Equipment, which must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the applicable Spectrum Equipment at the Service Location. If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment, whichever is greater; plus (ii) any and all costs and expenses incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects. The proper disposition of any Spectrum Equipment that is not returned to or recovered by Spectrum will be the sole responsibility of Customer and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay (i) monthly recurring charges specific to the Services ("**MRCs**"); (ii) non-recurring, one-time charges ("**OTCs**"); (iii) taxes and fees for the Services; and (iv) other applicable charges as described in the Service Agreement (collectively, "**Service Charges**"). Notwithstanding anything herein, the total amount that City shall pay Spectrum during the Term of this Agreement shall not exceed \$29,519.

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

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of the Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under the Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, unless prohibited by applicable law, Spectrum shall have the right to collect or recover from Customer the amount of any federal, state, or local fees or taxes arising as a result of the Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer or to otherwise charge Customer for Customer's use or receipt of the Services. Such

fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under the Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes, and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

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

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from the Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for repairs or replacements that may be necessary as a result of damage to Spectrum Equipment caused by Customer or a third-party.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the Service Charges per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card chargebacks. Customer shall be responsible for all expenses, including reasonable attorneys' fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under the Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under the Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEBSITE. Spectrum may, at its sole option, make one or more administrative websites, including without limitation <https://spectrumenterprise.net/>, available to Customer in connection with Customer's use of the Services (each an "Administrative Website"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Website and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Website. Spectrum may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Website will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment and Customer-supplied software for the use of any Service or third-party services. Except as explicitly stated in a Service Attachment, Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party hardware or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7.

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS.

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of the Service Agreement; and (ii) its End Users and any person who accesses any Services at the Service Location will use the Service and Network for Customer's internal business purposes and will comply with the terms of the Service Agreement.

(b) No Reselling. Customer shall not resell or redistribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of Spectrum Equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of the Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with the Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of the Service Agreement; (ii) all content that is viewed, stored or transmitted via the Service, as applicable; and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in a Service Attachment or Service Level Agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or reasons beyond Spectrum's reasonable control. Such temporary service interruptions or outages, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under the Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to (a) upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities; and (b) monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default: Mutual Termination Rights. A Party shall be in default under the Service Agreement if (i) it has failed to comply

with the terms of the Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance; or (ii) it liquidates, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each condition listed in (i) and (ii), a "Default"). Either Party may terminate the Service Agreement or a Service Order if the other Party is in Default.

(b) Termination for Convenience by Customer. Notwithstanding any other term or provision in the Service Agreement, Customer may terminate a Service Order, in full or in part, or the Service Agreement, at any time upon thirty (30) days prior notice to Spectrum submitted in accordance with Section 21 below, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(c) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in the Service Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or the Service Agreement, or if Customer's or any End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's ongoing obligation to pay Spectrum any amounts due under the Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(d) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(e) Survival. The provisions of Sections 6(c), 7(b), 7(e), 13(d), 13(e), 14, 15, and 18-22; and the Service Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THE SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT IN USING THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THE SERVICE AGREEMENT TO THE CONTRARY, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THE SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE SERVICE AGREEMENT. SPECTRUM'S AND ITS AFFILIATES' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER AND ITS AFFILIATES WITH RESPECT TO ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION SHALL NOT EXCEED TWELVE (12) MONTHS' WORTH OF MRCS UNDER THE SERVICE AGREEMENT AS OF THE DATE OF THE EVENTS FIRST GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, either Party at its own expense, shall indemnify, defend, and hold harmless the other Party, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers, and agents (collectively, the "Indemnified Parties") against any and all third-party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorneys' and other professionals' fees and court costs, to the extent that such arise from or relate to any one or more of the following: (a) Either Party's misuse of the Services; (b) Either Party's failure to comply with any applicable law, order, rule, regulation or ordinance or the Service Agreement; or (c) bodily injury (including death) or tangible property damage caused by either Party's or its employees' or agents' negligence or willful misconduct. Indemnified Parties, at their own cost, shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless otherwise specified in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or Spectrum Equipment.

17. REGULATORY CHANGES. If any change in applicable law, regulation, decision, rule, or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges, increases the costs of Spectrum's delivery of Service to Customer, or in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing Services, then Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. If such increase materially increases the Service Charges payable by Customer for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay a Termination Charge, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, if Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Services or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of, Services. In addition, if Spectrum determines that offering or providing the Services, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. The Service Agreement allows the use of non-binding arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and

Customer agree to arbitrate disputes and claims arising out of or relating to the Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. The arbitrator of any dispute or claim brought under or in connection with the Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. THE SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS. However, notwithstanding the foregoing, the City is still required to comply with its obligations under San Diego Council Policy No. 000-09.

(a) **Arbitration Notice: AAA Rules: Costs: Venue.** A Party who intends to seek non-binding arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Arbitration Notice"). The Arbitration 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 Arbitration Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Arbitration Notice is received, Customer or Spectrum may commence a non-binding 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 the Service Agreement. The non-binding arbitration shall be governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org. EXCEPT AS OTHERWISE SET FORTH HEREIN, EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES, ARBITRATOR'S FEES, AND OTHER COSTS OF ARBITRATION THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the **County of San Diego, California**.

(b) **Appeals.** Except as otherwise set forth below, the arbitrator's decision shall be final but non-binding. 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 thirty (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 one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final but non-binding.

(c) **NO CLASS ACTION OR CONSOLIDATION.** Furthermore, unless both Customer and Spectrum agree otherwise in writing, an 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.

(d) **EXCLUSIONS.** CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY ACTION THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY ALLEGATION OR DISPUTE RELATED TO OR ARISING FROM THE UNAUTHORIZED USE OR RECEIPT OF SERVICE.
- iv. ANY CLAIM SEEKING INJUNCTIVE RELIEF.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) **Spectrum's Proprietary Rights.** All materials including, but not limited to, any Spectrum Equipment (including related firmware), Software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest, or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer shall not disassemble, decompile, reverse engineer, reproduce, translate, modify, attempt to learn the source code of, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) **Confidentiality.** **Except to the extent prohibited by the California Public Records Act (CPRA) which to the extent**

legally permissible shall be subject to Spectrum's right to make any redactions it deems necessary upon reasonable notice following Spectrum's receipt of Customer's request to disclose, Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein or as required by law or court order, the Spectrum Materials and any other information and materials provided by Spectrum in connection with the Service Agreement, including but not limited to the contents of the Service Agreement and any Service Orders. **Neither Party** may issue a press release or other publication that includes the other Party's names and/or logos regarding the Service Agreement without the other Party's prior written consent. Consent may be revoked at either party's sole discretion. **Spectrum agrees to use commercially reasonable efforts to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein or as required by law or court order, confidential information and materials provided by Customer in connection with this Service Agreement that is conspicuously identified or marked as "confidential" or "proprietary" at the time of disclosure, provided, that information transmitted through the use of the Services is not considered confidential information for purposes of this Service Agreement. Notwithstanding the foregoing, Customer's confidential information shall not include any information of Customer that (i) is rightfully in Spectrum's possession at the time of disclosure without an obligation of confidentiality; (ii) is or becomes available to the public through no breach of this Service Agreement by Spectrum; (iii) is independently developed by Spectrum without use of Customer's confidential information; or (iv) is lawfully obtained from a third party without restriction and without breach of this Service Agreement by Spectrum.**

Notwithstanding anything herein, this Service Agreement and any Service Orders issued under this Service Agreement are public records subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. Nothing in this Service Agreement shall prohibit the City from complying with its obligations under the CPRA. Nothing in this Service Agreement creates any obligation on the part of the City to notify Spectrum or obtain Spectrum's approval or consent before releasing information subject to disclosure under the CPRA.

(c) **Software.** If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the applicable Order Term. Upon termination of a Service Order, or relevant portion thereof, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

(d) **Marketing. Compliance with the Customer's Product Endorsement requirements.** Spectrum shall comply with the City's Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

20. PRIVACY. Spectrum maintains a Privacy Policy that provides customers with notice of Spectrum's collection, use, maintenance, and disclosure of information, and their rights and choices with respect to such practices under applicable U.S. state and/or federal laws and regulations. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in a Service Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, the Service Agreement by this reference. In addition to the foregoing, Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). Spectrum shall also have the right (except where prohibited by law or by court order), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) **Generally.** Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under the Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Spectrum:
Charter Communications Operating, LLC
ATTN: Commercial Customer Agreements
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notice to Customer shall be sent to Customer's billing address or as set forth in the Service Agreement. Such notices shall be deemed effectively given in all respects when actually received (or if delivery is rejected at such address). Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer

will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect Service(s) by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

(c) Contract Administrator. Customer's Communications Department ("Department") is the Customer's Contract Administrator for the Service Agreement. Spectrum shall provide the Services under the direction of a designated representative of the Department as follows:

NAME: Alex Handy
TITLE: Assistant Deputy Director
ADDRESS: 1200 Third Avenue, Suite 416
DEPT.: Communications
PHONE: (858) 248-7556
E-MAIL: ahandy@sandiego.gov

22. MISCELLANEOUS.

(a) Entire Agreement. These Terms of Service incorporate its exhibits, and all applicable Service Attachments located at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or successor URL), as the same are updated from time to time ("Service Attachments"). A Service Attachment will apply only if Customer purchases Service(s) associated with the particular Service Attachment, and Customer's use of the Service(s) shall be deemed acknowledgement that Customer has read and agreed to the applicable Service Attachments. The Service Agreement, including its exhibits, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. The Service Agreement supersedes all prior understandings, promises, and agreements, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of the Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of the Services. For the avoidance of doubt, any existing confidentiality agreements between Spectrum and Customer or its affiliates specifically related to Spectrum's Network location information are separate and apart from the Service Agreement and shall continue in full force and effect. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs, online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgement that Customer has read and agreed to Spectrum's Policies as a part of the Service Agreement.

(b) Signatures; Electronic Transactions. The Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. If Spectrum permits Customer to use its own purchase order form to order Services or Customer provides its purchase order form, any terms and conditions of such Customer purchase order shall have no force or effect, and the terms and conditions of the Service Agreement shall control. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. Except for any mutually agreed terms in the Special Terms section of a Service Order, to the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control.

(d) Assignment or Transfer. Neither Party may assign nor transfer (directly or indirectly by any means, including by operation of law or otherwise) the Service Agreement and the associated Service Order(s), or its rights or obligations hereunder to any other entity without first obtaining written consent from the other Party, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under the Service Agreement and any Service Orders, in whole or in part, to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s), with the prior approval of and notice to Customer. The rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, Spectrum, its affiliates, and its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of the Service Agreement is held to be invalid or unenforceable, the remainder of such term, covenant, condition or portion of the Service Agreement shall be amended to as closely as possible achieve the intended effect of the Parties in a valid, lawful, and enforceable manner, or if not possible, then deleted and ineffective to the extent thereof, all without affecting any other term, covenant, condition or portion of the Service Agreement.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or

indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural disasters, mechanical or power failures, fiber cuts, or any governmental acts, orders, laws or ordinances in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; WAIVER OF JURY TRIAL. The law of the state of **California** shall govern the construction, interpretation, and performance of the Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Except as otherwise provided in the Service Agreement, any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of **California** or, if such court would not have jurisdiction over the matter, then only in a **California state** court sitting in **San Diego County**. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in **San Diego County** and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated within one (1) year after the claim arose or must be initiated within the applicable statute of limitations for such claim, whichever is later.

(h) No Third-Party Beneficiaries. The terms of the Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to the Service Agreement, and no other person or entity shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of either Party to enforce any provision of the Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on either Party, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise in the Service Agreement, all rights and remedies of the Parties are cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

(k) Insurance. Spectrum shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Spectrum, his agents, representatives, employees or subcontractors. Spectrum shall provide, at a minimum, the following:

- i. **Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.
- ii. **Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Spectrum has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 2. A Waiver of Subrogation of Rights in favor of the City of San Diego is required and must be provided by endorsement to the Worker's Compensation policy
- iv. **Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- v. **Pollution Liability** - with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- vi. **Cyber Liability** - with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- vii. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. **Additional Insured Status.** The Customer, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Spectrum including materials, parts, or equipment furnished

in connection with such work or operations. General liability coverage can be provided in the form of a blanket endorsement to Spectrum's insurance (CG 20 26 04 13).

2. **Primary Coverage.** For any claims related to this contract, Spectrum's insurance coverage, except for Professional Liability, shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, or volunteers shall be excess of Spectrum's insurance and shall not contribute with it.
3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Customer.
4. **Waiver of Subrogation.** Spectrum hereby grants to Customer a waiver of any right to subrogation which the Workers' Compensation insurer of said Spectrum may acquire against Customer by virtue of the payment of any loss under such insurance. Spectrum agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.
5. **Claims Made Policies (applicable to professional liability).** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a Retroactive Date prior to the contract effective date, Spectrum must purchase 'extended reporting' coverage for a minimum for five (5) years after completion of work.
6. **Self-Insured Retentions.** If applicable, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Customer. This language ensures the requirement is only triggered when an SIR is present.
7. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to Customer.
Customer will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
8. **Verification of Coverage.** Spectrum shall furnish Customer with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Customer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Spectrum's obligation to provide them. Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Special Risks or Circumstances.** Customer reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any modifications to the requirements herein require an Amendment to this Agreement, executed by both Parties.
10. **Additional Insurance.** Spectrum may obtain additional insurance not required by this Contract.
11. **Excess Insurance.** All policies providing excess coverage to Customer shall follow the form of the primary policy or policies including but not limited to all endorsements.
12. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance types and limits relevant to the type of work they will provide. Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement. Contractor is responsible for any and all subcontractor work.

(I) **Record Retention and Access to Records.** To the extent mandatory and required by applicable law, Spectrum shall maintain, in accordance with generally accepted accounting practices, accurate and complete records that it currently keeps in the ordinary course of business in accordance with Spectrum policy, including those records that enable Spectrum to support any invoice supplied to Customer, concerning the Services provided to Customer.

Spectrum shall maintain those records for a period of at least five (5) years after the later of the delivery of Service or after receipt of final payment by City under this Service Agreement for Service delivered under the Agreement, whichever is later.

As allowed by applicable law, any request to audit such records shall be reasonable, and audit rights shall be limited to records pertaining to this Agreement and to the Services provided to Customer and not with respect to other Spectrum customers. Spectrum's confidential financial information, books, records and accounts shall not be made available for audit. However, all records and documents, including paper, electronic, and computer records, relating to this Agreement shall be made available to the City for inspection, copying, or other reproduction, and auditing by authorized representatives of City. Audits, if any, shall be upon reasonable notice to Spectrum, at reasonable business hours and in any reasonable manner directed by Spectrum, within the City or County of San Diego. Audits, if any, shall be at Customer's sole cost and expense. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Agreement. Spectrum must include this provision in all subcontracts made in connection with this Agreement.

(m) **No Amendments, Supplements or Changes.** The terms of this Service Agreement may not be terminated, amended, supplemented, or modified orally, but only by an instrument duly authorized by each of the parties hereto.

(n) **Submittals Required with the Agreement.** Contractor is required to submit all forms and information delineated in Exhibit A before the Agreement is executed.

(o) **Wage Requirements.** This Contract incorporates by reference the City's Prevailing Wage Requirements, attached hereto as Exhibit B.

(p) **Contractor Standards.** Spectrum agrees to comply with the Contractor Standards provisions codified in Section 22.3004 of the SDMC. Spectrum understands and agrees that violation of the Contractor Standards may be considered a material breach of the Agreement and may result in termination of the Agreement, debarment, and other sanctions.

(q) **Compliance with the Customer's Equal Employment Opportunity Outreach Program.** Spectrum shall comply with the requirements of 41 CFR §§ 60-300.5 and 60-741.5 and Section 22.2704 et. seq. of the SDMC. SPECTRUM shall not discriminate against any employee or applicant for employment on any basis prohibited by law. SPECTRUM shall provide equal opportunity in all employment practices. Nothing in this Section shall be interpreted to hold Spectrum liable for any discriminatory practice of its subcontractors.

(r) **Americans with Disabilities Act.** Spectrum shall comply with Customer's Council Policy 100-04, which provides that all City of San Diego vendors, including but not limited to construction vendors, consultants, grantees, and providers of goods and services, agree to comply with all applicable titles of the Americans with Disabilities Act.

(s) **Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

EXHIBIT A
CITY REQUIRED FORMS

- Contractor Standards Pledge of Compliance form
- EOC Workforce Report
- Business Tax Certificate
- Insurance Certificates with all endorsements
- Taxpayer Identification form W-9 (if not currently on file)

EXHIBIT B

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).