

**COMMUNICATIONS NETWORK AND SERVICE AGREEMENT**

**(Bulk)**

The pages that precede the signature blocks below are referred to as the "Property-Specific Terms". The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement ("Agreement"), which is entered into by the following customer ("Owner") and service provider ("Operator") on the "Effective Date" set forth under Operator's signature below. Each of Owner and Operator may be referred to in the Agreement as a "party", and, together, as the "parties". Capitalized terms used in these Property-Specific Terms without definition shall have the meanings assigned to them in the applicable Attachment.

<b>Owner Name and Billing/Legal Notice Addresses:</b>	<b>Operator Name and Legal Notice Addresses:</b>
Moreland Courts Condominium Association	Spectrum Mid-America, LLC
<b>Billing Office and Notice Address:</b> 13415 Shaker Blvd. Cleveland, Oh 44120 Attn: Paul Stroud Telephone: 216 751 1100	<b>All Notices Sent to Office at:</b> 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations
<b>All Notices Also Sent to (if applicable):</b> Attn:	<b>All Notices Also Sent to Office at:</b> 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU
	<b>All Notices Also Sent to:</b> <a href="mailto:DL-SCS-Legal@charter.com">DL-SCS-Legal@charter.com</a>

<b>Property Information:</b>	<b>Owner's Property Management Company Information (if applicable):</b>
<b>Property Address:</b> Moreland Courts Condominiums 13415 SHAKER BLVD # 1390 CLEVELAND, OH 44120 Attn: Paul Stroud Telephone: (216) 751-1100	<b>Corporate Office Address:</b>  Attn: Telephone:
<b>Property Type:</b> Condo/Townhome	
<b>Number of Units:</b> 146	
<b>On-Site Contact Name:</b> Paul Stroud	<b>Contact Name:</b>
<b>On-Site Telephone:</b> 216 751 1100	<b>Contact Telephone:</b>
<b>On-Site Email:</b>	<b>Contact Email:</b>

Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

1. **Term**. The Agreement commences on the Effective Date and may be terminated by either party at any time after the end of the Service Commitment Period by providing a Termination Notice (defined hereafter) (the "Term").
2. **Service Commitment Period**. The "Service Commitment Period" is 60 months and commences on the later of the following two dates: (a) the date that System installation or upgrading is complete (or the Effective Date if Operator currently serves the Property and no System modifications are required); or (b) if Owner is purchasing any Bulk Service under the Agreement, the date that Operator first begins billing Owner the full (undiscounted) Bulk Service Fee to all Units.
3. **Termination Notice**. In addition to any early termination rights contained elsewhere in the Agreement, either party may terminate the Agreement after the end of the Service Commitment Period by providing the other with a termination notice (the "Termination Notice"). The Termination Notice must provide at least 90 days advance notice of termination.

**Service Activation Date and Commencement of Billing**. Operator will begin providing and billing for Services (to Users for individually-billed Services and/or to Owner for Services provided on a bulk-billed basis) on the Service Activation Date. The "Service Activation Date" is: no later than 60 days after the Effective Date.

4. **Special Terms**. The following special terms supplement and/or supersede, as the case may be and as the context requires, any contrary terms in the Attachments.
  - 4.1 **Non-Exclusive Use of In-Unit Wiring**. Notwithstanding any contrary provisions in any Attachment, Operator has the non-exclusive right to use the wiring located within a User's Unit (sometimes referred to as the In-Unit Wiring) on a non-concurrent basis as described in the applicable Attachment.
  - 4.2 **Bulk Service Fee**. The "Bulk Service Fee" is \$60.00 per Unit x 146 Units = \$8,760.00 per month (plus applicable taxes and fees) for the Services provided on a bulk-billed basis as described below. Operator may increase the Bulk Service Fee by 5% each year beginning the later of the (a) January following the start of the Service Commitment Period, unless the Service Commitment Period starts on the Effective Date and the Effective Date occurs in October, November, or December, in which case Operator shall not increase the Bulk Service Fee until January of the following calendar year or (b) January, as further specified in the applicable Bulk Service Attachment(s).

- 4.3 Bulk Video Service. Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Spectrum TV® Select; and (b) the CPE, if any, listed in the Section below, if any (collectively, the "Bulk Video Service"), including the following common areas: 13901 lobby Shaker Blvd., 13805 lobby Shaker Blvd., 13801 lobby Shaker Blvd., 13715 lobby Shaker Blvd., 13705 lobby Shaker Blvd., 13615 lobby Shaker Blvd., 13609 lobby Shaker Blvd., 13605 lobby Shaker Blvd., 13515 lobby Shaker Blvd., and 13405 Shaker Blvd - 6 lobby areas. The Bulk Video Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Video Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Video Service. The channel line-up for the Bulk Video Service is available at <https://www.spectrum.com/bulk-channel-lineup> or the applicable successor URL.
- 4.4 Bulk Video Service CPE. The Bulk Service Fee includes One digital set-top box per Unit. The digital set-top box is DVR enabled and includes DVR service. User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.
- 4.5 Bulk Internet Service. Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Advanced Community WiFi Ultra (500 Mbps x 20 Mbps) ("Advanced Community WiFi" for the purposes of the Bulk Internet Services Attachment), including the following common areas: 13901 lobby Shaker Blvd., 13805 lobby Shaker Blvd., 13801 lobby Shaker Blvd., 13715 lobby Shaker Blvd., 13705 lobby Shaker Blvd., 13615 lobby Shaker Blvd., 13609 lobby Shaker Blvd., 13605 lobby Shaker Blvd., 13515 lobby Shaker Blvd., and 13405 Shaker Blvd - 6 lobby areas at the following speeds 500 Mbps x 20 Mbps; and (b) the CPE listed in the Section below, if any (collectively, the "Bulk Internet Service"). The Bulk Internet Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Internet Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Internet Service.
- 4.6 Bulk Internet Service CPE. The Bulk Service Fee includes one modem and wireless router per Unit. User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.
5. Attachments. The following Attachments are incorporated into and made a part of the Agreement by this reference.



System Installation and Services Attachment

Internal Wiring (Owner Install or Upgrade) Attachment

Non-Exclusive Marketing Rights Attachment

Bulk Video Attachment

Bulk Internet Attachment ACW

6. **Signatures; Authority.** The individuals signing below represent to Owner and Operator that they are duly authorized to execute and deliver the Agreement on behalf of the entity for which they have signed. Electronic signatures or exact copies (such as facsimiles) of original signatures shall have the same force and effect as original signatures.

OWNER

Moreland Courts Condominium Association



Signature

Paul Stroud

Printed Name

GENERAL MANAGER

Title

OPERATOR

Spectrum Mid-America, LLC

By: Charter Communications, Inc., its Manager

Signature

Buckley Andrews

Printed Name

Director, Spectrum Community Solutions

Title

Effective

Date: \_\_\_\_\_