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Order # 5621659

Customer Information: Customer Code 0000		
Business Name	Montgomery County Department of Social Services	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:	Account Number	
1290 Riverfront Center Amsterdam NY 12010		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Tina Sweet	(518) 853-8255	tina.sweet@dfa.state.ny.us
Authorized Contact		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Tina Sweet	(518) 853-8255	tina.sweet@dfa.state.ny.us
Technical Contact		
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Business Class Phone Service Order Information 1290 Riverfront Ctr Amsterdam NY 12010		
Current LEC	LEC BTN	Porting Required
		No

Trunk Service Order Information For 1290 Riverfront Ctr Amsterdam NY 12010					
Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Trunk Group Information For 1290 Riverfront Ctr Amsterdam NY 12010									
Trunk Group	# PRIs	Lead TN	DID Range	# DID's Ported	# DID's Native	MOU Assignment	Caller ID Display	IB Call Block	OB Call Block
001		(000) 000-0001	All New Native Numbers	0	0	3,000 MOU	Mont Co Social	Collect (COL)	None

*Note: All other times not listed will route to the route to number designated in the Service Information Section.
 Inbound Call Block*: (COL) Collect, (TP) Third Party, (CTP) Collect and Third Party
 Outbound Call Block*: (900) 900 Numbers, (Int) International, (900INT) 900 and International
 *Customer's election of call blocking can minimize potential exposure to fraud or unnecessary charges.

Internet and Video Order Information For 1290 Riverfront Ctr Amsterdam NY 12010

Service Type

High Speed Internet (HSD)

New and Revised Services and Monthly Charges At 1290 Riverfront Ctr , Amsterdam NY 12010

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Broadband Internet 10Mx1M - Double Play	1	\$89.99	\$89.99	36 Months
Business Class PRI - 3Yr	2	\$350.00	\$700.00	36 Months
DID Block 20 Numbers	3	\$3.00	\$9.00	36 Months
Internet Discount	1	(\$20.00)	(\$20.00)	36 Months
LD 3,000 Free Minutes	1	\$0.00	\$0.00	36 Months
*Total			\$778.99	

*Prices do not include taxes and fees.

One Time fees At 1290 Riverfront Ctr , Amsterdam NY 12010

Description	Quantity	Sales Price	Total
PRI Installation	1	\$350.00	\$350.00
HSD Installation Discount	1	(\$75.00)	(\$75.00)
PRI Installation Discount	1	(\$350.00)	(\$350.00)
HSD Installation Double Play	1	\$75.00	\$75.00
Total			\$0.00

*Prices do not include taxes and fees.

Special Terms**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Street:	Contact:
City:	Telephone:
State:	Facsimile:
Zip Code:	

Customer Information

Customer Name (Exact Legal Name):			Federal ID No:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Phone:		E-mail:	
Authorized Contact Name:	Phone:		E-mail:	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:



Business Class Phone & Business Class Trunk Service Notice and Acknowledgement Regarding E911

Customer understands and acknowledges that the Time Warner Cable Business Class Phone & Business Class Trunk (SIP or PRI) voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("E911") services may not be available.

The Time Warner Cable Business Class Services Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new service address. Customer understands and acknowledges that if this equipment is moved to another location, E911 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Time Warner Cable Business Class Service Order will be provided to emergency operators for emergency calls made from the telephone numbers associated with this Service Order. To move your service to another location, you must call Time Warner Cable.

Customer agrees to specifically advise every end user of the Time Warner Cable Business Class Phone or Trunk service, prominently and using the language provided above, of the circumstances under which E911 service may not be available through Time Warner Cable Business Class Phone or Trunk service and to distribute Safety Stickers, to be supplied by Time Warner Cable, to all end users of the Time Warner Cable Business Class Phone or Trunk service and instruct each end user to place a Safety Sticker on or near any telephone or other equipment used in conjunction with the service.

Customer must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Business Class Phone or Trunk service is installed.

By signing my name below, I acknowledge that I have received and understand this Notice and Acknowledgement and agree to the obligations described above.

X

(Authorized Customer Signature)

(Date Signed)



Company Name:
Billing Address:

By checking the following items, I designate Time Warner Cable to be the service provider for the telephone number(s) listed on the attached Service Order:

I choose Time Warner Cable to provide local telephone service for the telephone number(s) listed on the attached Service Order.

I choose Time Warner Cable to provide domestic and international long distance service for the telephone number(s) listed on the attached Service Order.

I am at least 18 years of age and I am authorized to designate the preferred provider for these services and telephone number(s). I understand that I may choose only one provider for each telephone service and number identified herein. By signing my name below, I acknowledge that I have read and understand these statements and authorize Time Warner Cable to act as my agent for these preferred carrier designations.

Electronic Signature Disclosure

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

Note: To complete your order, you must confirm your selection of Time Warner Cable as your service provider by checking the boxes next to each statement. Should you have any questions, please call your Time Warner Cable Business Class account representative.

SERVICE-LEVEL AGREEMENT

PRI AND SIP TRUNKS

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

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE (“MTTR”)
99.99%	Priority 1 Outages within 4 hours

II. Priority Classification

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of TWC PRI or SIP Trunks to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

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

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

PRI AND SIP TRUNKS SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

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

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

VI. Remedies

Outage Service Credits:

If the Downtime exceeds one (1) hour and/or the MTTR exceeds four (4) hours during any calendar month, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charge for the affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and exceeding the allowable measurements.

SERVICE AVAILABILITY		MEAN TIME TO RESTORE (“MTTR”)	
Downtime	Service Credit	MTTR	Service Credit
> 1 hour ≤ 24 hours	4%	> 4 hours ≤ 7:59:59 hours	4%
> 24 hours	10%	> 8 hours	10%

PRI AND SIP TRUNKS SERVICE-LEVEL AGREEMENT (CONT.)

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for credits in three (3) consecutive calendar months, then Customer may terminate the affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the affected Service; (ii) Customer must exercise its rights to terminate the affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.