

Amendment Number Four
to
Contract Number DIR-TEX-AN-NG-CTSA-008
among **State of Texas, acting by and through the**
Department of Information Resources
and
Time Warner Cable Texas, LLC
and
Charter Communications Operating, LLC
on behalf of itself and of its subsidiary, **Spectrum Gulf Coast, LLC**

This Amendment Number Four (“Amendment Number Four”) to Contract Number DIR-TEX-AN-NG-CTSA-008, as previously amended (the “TEX-AN NG Communications Technology Services Agreement” or “Contract”) is between the Department of Information Resources (“DIR”), Time Warner Cable Texas, LLC, (“Time Warner”) with its principal place of business at 1999 Bryan St., Suite 900, Dallas, Texas 75201, and Charter Communications Operating, LLC on behalf of itself and of its subsidiary, Spectrum Gulf Coast, LLC (“Charter”), with corporate offices at 12405 Powerscourt Drive, St. Louis, MO 63131, and sets forth modified and amended terms and conditions that shall apply to the Contract. By its signature below, Charter Communications, Inc. certifies that it is fully authorized to sign on behalf of Vendor, i.e., Charter Communications Operating, LLC on behalf of itself and of its subsidiary, Spectrum Gulf Coast, LLC. The parties hereto agree to amend the Contract as follows:

1. Pursuant to **TEX-AN NG Communications Technology Services Agreement, Exhibit B. Terms and Conditions, Section 3.06(a)**, DIR hereby acknowledges and consents to Charter’s acquisition of Time Warner.
2. Time Warner has transferred to Charter all of its rights and obligations under the Contract. Charter has accepted the transfer and agrees to perform all duties and obligations that were to be performed by Time Warner under the Contract to the same extent as if it had been an original party thereto. All references to Vendor under the Agreement, including references in this Amendment, shall be deemed to be references to Charter.
3. Charter certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
4. Charter certifies that it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **TEX-AN NG Communications Technology Services Agreement, Article 3. Term. Section 3.1 Term** is amended as follows:

Notwithstanding anything to the contrary contained in Section 3.1, the term of the Contract is extended through November 10, 2021 completing five (5) of the five (5) one-year renewal options pursuant to Section 3.2 Extensions of the Contract.

6. TEX-AN NG Communications Technology Services Agreement, Article 3. Term., Section 3.2 Extensions is hereby amended by adding the following:

By giving written notice to Vendor no less than 30 days prior to the expiration date of November 10, 2021, DIR, in its sole and absolute discretion, shall have the right to extend the Term of the CTSA for up to 180 additional calendar days beyond November 10, 2021. The exact period(s) of the extension(s) shall be specified in the DIR notice of extension. The total period of time during which the CTSA is in effect is the Term.

7. TEX-AN NG Communications Technology Services Agreement, Article 6. (b), Notice, is hereby amended as follows:

Any notice under this CTSA will be sufficient if delivered to the following persons or their successors.

(1) Communications that are routine and administrative in nature should be sent to the Contract Managers.

(2) All other notices and communications should be sent to the following:

If to Vendor: Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate – Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

If to DIR: Director, Communications Technology Services Division

With a copy to: Attorney, Communications Technology Services Division
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile (512) 475-4759

8. Exhibit A. Definitions, Article 2. Definitions, Section 9. Billing Plan is hereby updated and restated as follows:

9. Billing Plan – A plan initially submitted with Vendor’s Response demonstrating compliance with the RFO for billing matters. The final Billing

Plan, as agreed upon by the Parties is attached to the CTSA as Attachment ~~F-17~~ F-18 Billing Plan.

9. TEX-AN NG Communications Technology Services Agreement, Exhibit B. Terms and Conditions, Section 3.11. Vendor Certifications is hereby appended with the following new subsections:

(p) Represents and warrants that in accordance with Section 2271.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract; and

(q) Represents and warrants with Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

10. TEX-AN NG Communications Technology Services Agreement, Exhibit B. Terms and Conditions, Article 4 Vendor Personnel Management is appended with a new **Section 4.09. Cybersecurity Training**, as follows:

Section 4.09 Cybersecurity Training.

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency, if Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a state computer system or database, then such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Each such officer, employee, or subcontractor shall verify completion of the program to the Customer state agency.

11. TEX-AN NG Communications Technology Services Agreement, Exhibit B Terms and Conditions, Article 9. Terms and Conditions of Vendor Billing and DIR Customer Payment, Section 9.01 Monthly Consolidated Invoice to DIR is hereby updated and restated as follows:

The Vendor shall provide DIR with a Monthly Consolidated Invoice which includes all Services provided by the Vendor to DIR, at the Rates To DIR and with any applicable telecommunications fees and surcharges as allowed by this CTSA, in electronic format, with the ability to batch load. All such Monthly Consolidated Invoices shall conform to the standards as set forth in the Vendor Reporting Guide as updated from time to time by DIR and *Exhibit F, Attachment ~~F-17~~ F-18, Billing Plan* provided by Vendor and updated from time to time.

12. Exhibit B Terms and Conditions, Article 9. Terms and Conditions of Vendor Billing and DIR Customer Payment, Section 9.08 Billing Adjustments, (b) (4) is hereby updated and restated as follows:

(4) Any other elements Vendor considers Adjustments as set forth in its *Billing Plan, Exhibit F, Attachment ~~F-17~~ F-18* hereto.

13. Exhibit E, Article 2 Reporting Contractual Principles, Section 2.01 General Reporting (g) is hereby deleted in its entirety and replaced with the following to reinstate Item (12) HUB Subcontractor Report:

(g) Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:

- (1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B
- (2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D
- (3) Trouble Ticket Report, RFO Section 3.5.B.3.b
- (4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A
- (5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B
- (6) ~~Local Services Sales Report, RFO Section 4.5.3.1.C~~ **NOT APPLICABLE TO THIS CONTRACT**
- (7) ~~SOHO Sales Report, RFO Section 4.5.3.1.D~~ **NOT APPLICABLE TO THIS CONTRACT**
- (8) Number not assigned
- (9) Marketing Report, RFO Section 4.5.3.1.F
- (10) ~~Monthly Electronic Status Report, RFO Section 4.7.3.1~~ **COMBINED WITH STATUS FOR PROJECTS BY CUSTOMER REPORT**
- (11) Status for Projects by Customer Report, RFO Section 4.7.3.2
- (12) HUB Subcontractor Report, Contract *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.
- (13) Direct Sales Transactions Reports, Contract Front End, *Article 5*
- (14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(17) Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(18) Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(19) Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(20) Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(21) Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(22) Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(23) CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(24) CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(25) CPT Findings Report (RFO Section 3.6.4.B.18)~~ **NOT APPLICABLE TO THIS CONTRACT**

~~(26) Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.e)~~ **NOT APPLICABLE TO THIS CONTRACT**

14. Exhibit F. Plans, Article 2. Contractual Principles (f) is hereby updated and restated to clarify the combination of certain plans, and to remove the requirement to submit an Ongoing Inventory Management Plan (Item 15), as follows:

- f. The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:
 - (1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C
 - (2) Capacity Management Plan, RFO Section 3.1.1.1.D
 - (3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C
 - (4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (7) ~~Service Delivery Implementation Plan, RFO Section 4.1.1.1~~ **PLAN**

COMBINED WITH SERVICE DELIVERY MANAGEMENT PLAN

- (8) Marketing Plan, RFO Section 4.1.1.1.I
- (9) Service Delivery Management Plan, RFO Section 4.1.2.1
- (10) ~~Order Process Implementation Plan, RFO Section 4.2.1.1~~ **PLAN**

COMBINED WITH ORDER PROCESS MANAGEMENT PLAN

- (11) Order Process Management Plan, RFO Section 4.2.2.1
- (12) ~~Change Management Implementation Plan, RFO Section 4.3.1.2~~ **PLAN**

COMBINED WITH CHANGE MANAGEMENT PLAN

- (13) Change Management Plan, RFO Section 4.3.2.1
- (14) ~~Inventory Management Implementation Plan, RFO Section 4.4.1.1~~

PLAN COMBINED WITH ONGOING INVENTORY MANAGEMENT

PLAN

- (15) ~~Ongoing Inventory Management Plan, RFO Section 4.4.2.1~~ **NO LONGER APPLICABLE TO THIS CONTRACT**

- (16) ~~Help Desk Implementation Plan, RFO Section 4.5.1.1~~ **PLAN**

COMBINED WITH ONGOING HELP DESK MANAGEMENT PLAN

- (17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1
- (18) Billing Plan, RFO Section 4.6.2

(19) ~~Program Management Plan, RFO Section 4.7.1.~~ PLAN COMBINED WITH ONGOING PROGRAM MANAGEMENT PLAN

- (20) Ongoing Program Management Plan, RFO Section 4.7.2., and
- (21) Disentanglement Plan, Exhibit B Terms and Conditions, Section 11.06.

UPON DIR REQUEST

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number Four, then Amendment Number Three, then Amendment Number Two, then Amendment Number One, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature, but in no event later than November 10, 2019.

Time Warner Cable Texas, LLC

Authorized By: /signature on file/

Name: Lynne Bell

Title: VP Strategic Sales

Date: 10/17/2019 | 10:10 AM CDT
(Solely for the purposes of Section 2 above)

Charter Communications Operating, LLC on behalf of itself and of its subsidiary, Spectrum Gulf Coast, LLC.

By: Charter Communications, Inc., it's Manager

Authorized By: /signature on file/

Name: Lynne Bell

Title: VP Strategic Sales

Date: 10/16/2019 | 5:21 PM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: /signature on file/

Name: Amanda Crawford

Title: Executive Director

Date: 11/1/2019 | 4:28 PM CDT

Legal: /initials on file/