

TIME WARNER CABLE

TWC WiFi® HOTSPOTS FOR BUSINESS ADDENDUM

This **TWC WiFi® Hotspots for Business Addendum** (“Addendum”) governs the TWC WiFi® Hotspots for Business Service (the “TWC WiFi Service”) and constitutes an amendment to the Time Warner Cable Business Class Services Agreement Terms and Conditions applicable to Customer (“Terms and Conditions”). The TWC WiFi Service shall be considered a “Service” as such term is used in the Terms and Conditions.

Capitalized words used, but not defined, in this Addendum have the meanings given to them in the Terms and Conditions. A copy of the current version of the Terms and Conditions is available on the Time Warner Cable Business Class website at <http://business.twc.com/legal>.

1. TWC WiFi Service and Equipment

To be eligible to receive the TWC WiFi Service, Customer must be receiving a Data Service from TWC. Subject to the foregoing, TWC will, and Customer grants TWC permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices (“WiFi Equipment”) on and within Customer’s premises at the location(s) identified in the applicable Service Order. The WiFi Equipment will be operated by TWC, at no cost to Customer, in order to provide the TWC WiFi Service at Customer’s location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

2. Additional Terms and Conditions

Customer’s use of the TWC WiFi Service is subject to the following additional terms and conditions:

(a) The TWC WiFi Service made available at Customer’s location(s) may be accessed by Customer and its End Users through their TWC accounts for no additional charge. In addition, such TWC WiFi Service may be accessed at Customer’s location(s) by Customer’s patrons, for no additional charge; provided that such free access for patrons shall be limited to between 15 minutes and 1 hour per day, unless otherwise authorized by TWC.

(b) To access the TWC WiFi Service, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the TWC WiFi Service.

(c) Customer grants TWC the right to advertise, market and otherwise promote Customer’s location(s) as a TWC WiFi Service access point(s), in any and all forms of media now known or hereafter developed, in TWC’s sole discretion, and Customer grants TWC a license to use Customer’s names, trademarks and logos in connection with such advertising, marketing and promotion.

(d) Customer may use the TWC WiFi Service management portal to customize the TWC WiFi Service accessed by Customer’s patrons at Customer’s location(s) as follows:

- Customer may configure the Service to require patrons to submit an access code and/or to adjust the amount of free access offered to patrons (within the range of 15 minutes to 1 hour, unless otherwise authorized by TWC).
- Customer may include its business name, logo and a brief marketing message on the Service log-in screen.
- Customer may designate the landing page for the TWC WiFi Service.

(e) Customer shall be solely responsible for its logo, any marketing message and all other content placed on the TWC WiFi Service log-in screen and/or available on Customer's designated landing page. Such logo, message and other content shall not: violate or infringe in any way upon the rights of others; be unlawful, threatening, abusive, obstructive, harassing, libelous, obscene, indecent, or invasive of privacy or publicity rights; constitute hate speech; be otherwise offensive or objectionable; disparage TWC or damage TWC's reputation; or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may audit the configuration of Customer's log-in screen and/or designated landing page at any time and may remove content on the log-in screen, or terminate links to any Customer landing page, that in TWC's judgment violates these standards.

(f) Customer will not be entitled to receive any refunds or credits should the TWC WiFi Service be interrupted or fail, regardless of the length of time during which the TWC WiFi Service is unavailable.

(g) All WiFi Equipment constitutes TWC Equipment as such term is used in the Terms and Conditions. Customer may not relocate or disconnect the WiFi Equipment.

3. TWC Termination Rights

TWC may terminate the TWC WiFi Service at any time, with or without cause, upon 5 days prior written notice to Customer. In addition, if Customer ceases to receive a Data Service from TWC or to pay any charges associated with any Services provided to Customer's location(s) where WiFi Equipment is installed, TWC may suspend or terminate the TWC WiFi Service without notice.

4. Limitation of Liability

TWC will be responsible for any tangible property damages directly caused by TWC's installation, operation, maintenance, repair or removal of the WiFi Equipment and, except for such damages, TWC WILL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND ARISING UNDER THIS ADDENDUM OR IN CONNECTION WITH THE TWC WIFI SERVICE.

5. Conflicts; Modifications

In the event of a conflict between the terms of this Addendum and the Terms and Conditions, the terms of this Addendum shall control but only with respect to the TWC WiFi Service. TWC may change this Addendum by amending the on-line version of this Addendum. Use by Customer and/or its End Users or other patrons of the TWC WiFi Service after any such amendments shall constitute Customer's acceptance of such changes and agreement to be bound by this Addendum as so revised.

6. Terms of Service

Customer acknowledges and agrees that all users (including End Users and other patrons) of the TWC WiFi Service will be required to agree to, and will be bound by, the TWC WiFi Terms of Service available at <https://www.twcwifi.com/terms>.