

(To appear on Wave letterhead)

July 31, 2017

Mr. Tony Perez
Director, Office of Cable Communications
700 5th Avenue, Suite 2700
Seattle, WA 98124-4709

Dear Mr. Perez:

The purpose of this letter agreement is to set forth voluntary commitments by WaveDivision I, LLC (“Wave”) to the City of Seattle, Washington (“City”) that are in addition to the obligations contained in the Franchise Agreement, to be adopted by the City and executed by Wave, to take effect on November 11, 2017 (hereinafter the “Franchise”). The items set forth below have been negotiated in good faith and mutually agreed to by the parties. Other than in the event of a change in applicable law or regulation that expressly prohibits the arrangements described herein, Wave agrees that during the term of the Franchise it will not offset from franchise fee payments owed the City under the Franchise, or pass through as a separate line item on Subscriber bills, any costs associated with the voluntary commitments set forth within.

1. Internet connections to nonprofits

- a. Exhibit A to this letter sets forth the sites currently receiving complimentary Internet access service from Wave and considered to be Eligible Community Partner (“ECP”) sites. Wave agrees, throughout the term of the Franchise, to continue to provide complimentary (i.e., free) high-speed Internet access service, as more particularly described herein (“Internet Service”), and necessary cable modems (but no other equipment) at such existing ECP sites. Wave also agrees to provide Internet Service to relocated or replacement ECP sites if any ECP sites move or are disconnected provided that such relocated or replacement sites are within Wave’s then existing service area and are serviceable with a Standard Installation (as such term is defined in the Franchise). Notwithstanding any other provision hereof, in no event shall the total number of ECP sites to which Wave must provide complimentary Internet Services at any one time exceed One Hundred (100) (the “Aggregate Cap”).
- b. Subject to the Aggregate Cap, the City may identify up to five (5) new ECP sites per calendar year during the term of the Franchise.
- c. For purposes of this letter, ECPs are limited to accredited schools, non-profit organizations, libraries or other community institutions, identified and determined by the City, that provide technology and/or digital literacy services to underserved

- or low income, vulnerable populations. The City will require that the ECPs not be permitted to resell the Internet Service and that the ECPs shall provide any individuals served access to the Internet Service free of charge. City facilities or other sites receiving Cable Service or Internet Service through other agreements with Wave will not be counted against the City's allocation under this letter agreement.
- d. If an ECP currently pays Wave for Internet Service that ECP will be entitled to receive complimentary Internet Service once the ECP's current contract, if any, with Wave has expired. Upon written request to Wave, Wave will transition any such ECP to complimentary Internet Service at its then current site within thirty (30) days.
 - e. The City will provide electronic copies of a site application form to Wave and Wave will acknowledge receipt of the site application. Standard Installation of serviceable sites will be completed within 30 days of receipt of the site application form. Wave will notify the City by email within 15 business days if a site is determined not to be serviceable and will provide an explanation. Wave will work cooperatively with the affected ECP's representative to identify the best location for the new installations. If sites require construction or are delayed for other reasons, Wave will communicate with the City as to the reason for delay and expected timeline for installation. Wave will send the City verification of the completed installation within 10 business days of completion. The City and Wave agree to maintain a common installation status tracking document.
 - f. For purposes of this letter, "Internet Service" is defined as and shall consist of (i) a Standard Installation to the building; (ii) one connection to a room specified by the organization (provided that Wave shall not be required to install wiring within the walls of any building); (iii) in-person or telephonic technical and customer service support to ensure the service and equipment is in working order; (iv) up to 100 static IP addresses as requested; (v) necessary cable modems (but no other equipment); (vi) and Internet access. Each site location will receive Wave's mid-level business class Internet service (a minimum of 110Mbps down as of 2017). If Wave applies data caps to ECP accounts they shall not be less than 1 terabyte of data per month. Wave will notify the ECP and the City when data caps are to be applied and under what terms, with at least 30-days' notice. Wave will inform the ECP how it can verify their monthly bandwidth usage. If an ECP exceeds the monthly cap, Wave shall provide notice and a one-month grace period with no charges so that the ECP can reduce its bandwidth consumption. If, after notice and the application of a one-month grace period, an ECP continues to use data in excess of the applicable allocation established by Wave the ECP shall be responsible for paying for such excess data consumption at Wave's then standard rates.
 - g. Each ECP will be responsible for monitoring or restricting usage of the Internet Service in accordance with established practices and requirements, and for equipment installed at ECP sites.

- h. Wave and the City will meet at least annually or as otherwise necessary to reconcile ECP site installation status and counts, review public awareness initiatives for the prior year and plan for the coming year, review bandwidth use, the number of members of the public accessing the Internet Service, and consider enhancements that reflect changes in technology over time.
2. **Internet discount program.** For the term of the Franchise, Wave shall, at a minimum, provide Internet Service at a cost the greater of: (a) not to exceed ten dollars (\$10) per month per customer, or (b) the amount charged for a similar service provided by the Dominant Cable Operator serving the City (“Discounted Internet Service”), to Qualified Low Income Persons. As used herein, “Qualified Low Income Persons” means all persons with low incomes as qualified in the City's Utility Discount Program or verified by the City as living in low-income subsidized housing. Determination of qualification and identification of any persons determined to be Qualified Low Income Persons and therefore entitled to Discounted Internet Service shall be the City’s sole responsibility, and shall be at the City’s sole cost and expense. This voluntary commitment shall not prohibit Wave from providing a larger discount or offering the discount to other economically or physically challenged customers. The throughput rate applicable for this Discounted Internet Service will, at a minimum, be 10 Mbps downstream and 1 Mbps upstream. Wave will periodically evaluate the low income discounted downstream and upstream speeds provided by the Dominant Cable Operator in the City and will consider adjusting the speeds provided by Wave. In addition to complimentary installation and troubleshooting Wave will supply a complimentary modem/wireless router to enable secured Wi-Fi within the premises of Qualified Low Income Persons for private and noncommercial use. Installation and service for Qualified Low Income Persons under this Internet discount program shall commence within 60 days after Wave receives a completed eligibility form from the City.
3. **Free airtime for Seattle Channel.** During the term of the Franchise, Wave will periodically meet with representatives of the Seattle Channel to discuss, and if mutually agreed, develop and implement activities and programs that promote awareness of Seattle Channel programming among Wave subscribers. By way of example, such activities and programs could include: use of ad avails, bill inserts with Seattle Channel promotional material, and web based video clips on Wave and WaveG networks.
4. **Wi-Fi Service.** During the term of the Franchise Wave will continue to provide Wi-Fi Service in the area along 23rd Avenue between Cherry Street and Union Street in accordance with the terms of that certain Agreement between the City and Wave, dated September 13, 2016. In the event Wave is unable to maintain, after using commercially reasonable efforts, the building access agreements needed to deploy the Wi-Fi equipment in the present locations, Wave will work in good faith with the City to determine an alternative location in which to deploy the Wi-Fi Service.

In addition to the foregoing voluntary commitments and Franchise obligations, Wave agrees to meet with the City annually over the term of the Franchise to explore provision

of additional commitments and benefits for the City and its residents taking into account its number of subscribers. The City and Wave understand that the voluntary commitments listed in this letter supplement the obligations contained in the Franchise.

Enforcement of the terms of this Letter of Agreement shall be consistent with the enforcement procedures set forth in the Franchise. Wave stipulates that a violation of these terms by Wave may be considered by the City as a violation of the Franchise and shall subject Wave to all remedies available to the City under the Franchise and pursuant to applicable law.

Acknowledged and agreed to this ____ day of _____, 2017.

WaveDivision I, Inc.

By: _____

Its: _____

City of Seattle, Washington

By: _____

Its: _____

Exhibit A

Community Center	Address	Zip	Contact
Chinese Information & Service Center (CISC)	611 S Lane St	98104	Karia Wong
Yesler Community Center	917 E Yesler Way	98122	Asfaha Lemlem
Special Technology Access Resource Center (STAR) Seattle Housing Authority	2121 26th Ave. S	98144	Oscar Esalante
Garfield Community Center	2323 East Cherry St	98122	Keller, Bill
Helping Link	1032 S. Jackson St., Suite C	98104	Minh Duc Nguyen
City of Seattle: Central Neighborhood Service Center	2301 S. Jackson ST Suite 208	98144	Derrick Hall
Reel Grrls	1409 21st Ave	98122	Ilona Rossman Ho
International District Community Center	719 8th Ave S	98104	Young Pham
SHA: International Terrace	202 6th Ave S. #103	98104	Ellen Zlontz
Urban League of Metropolitan Seattle	105 14th Ave	98122	Pamela Banks
Oromo Community Organization In Seattle & King County	2718 S. Jackson ST	98144	Galmesa Elemo
The Boys and Girls Club of King County Rotary Branch	201 19th Ave S.	98122	Charles Parris
Garfield Teen Life Center	428 23rd Ave	98122	Kevin Roberson
Eritrean Community In Seattle & Vicinity	2402 E. Spruce ST	98122	Abraham Gyesus
Tigrean Community Association Center	1902 Yesler Way	98122	Asfaha Lemlem
Wing Luke Asian Museum	719 S. King ST	98104	David Chattin- McNichols
Seattle Indian Center	611 12th Ave S Suite 300	98144	Carla Jo
Washington Cash: Ventures	1501 Pike Place Suite 521	98101	Gylan Green
Washington Community Alliance for Self-Help	2100 24th Ave S. Suite 380	98144	Gylan Green
Multimedia Resources and Training Institute	2301 S. Jackson ST Suite 103	98144	Assaye Abunie

Interlm Community Development Association	310 Maynard Ave S	98104	Andrea Akita
Hollow Earth Radio	2016 E. Union ST	98122	Garrett Kelly
Yesler Terrace Job Connection	825 Yesler Way, LL	98104	Andrew J Lofton
Columbia Legal Services	101 Yesler Way, Suite 300	98104	Mike Katell
Atlantic Street Center	2103 S. Atlantic Street	98144	Edith Elion
Denise Louie Education Center	801 S. Lane ST	98104	Katrina Paradine
The Colwell Apartments	111 Yale Ave N.	98109	Paul Lambros
Jefferson Community Center	3801 Beacon Ave S	98108	Ken Owens
Denise Louie Education Center	5333 15th Ave S		Katrina Paradine
Denise Louie Education Center	3327 Beacon Ave S		Katrina Paradine
Denise Louie Education Center	606 Maynard Ave Bld 101		Katrina Paradine
Nikkei Manor	700 6th Ave S.	98104	Nikkei Manor
Saint Charles Apartments	619 3rd Ave	98104	Paul Lambros
Gatewood Apartments	107 Pine Street	98101	Paul Lambros
Youth Tutoring Program(Yesler Terrace)	825 Yesler Way	98104	SIENG DOUANGDALA
Scargo/Lewiston Apartments	2209 1st Ave	98121	Paul Lambros
The Mockingbird Society	2100 24th Ave S. Ste 240	98144	Jim Theofelis
Casa Latina	317 17th Ave S	98144	Hilary Stern
Bryant Manor Computer Learning center	1801 E. Yesler Way	98122	Makini Magee
International District Housing Alliance	601 S. King ST Suite 305	98104	Andrea Akita
The Cal Anderson Apartments (Plymouth Housing Group)	400 Broadway	98122	Paul Lambros
Plymouth on Stewart (Plymouth Housing Group)	116 Stewart St	98101	Paul Lambros
The Frye Hotel - LIHI	223 Yesler Way	98104	Tiffany Mueller
Connections - Downtown Emergency Service Center	505 3rd Ave	98104	Maria Metzler
Langston Hughes	104 17th Ave S.	98144	Royal Alley-Barnes
Northwest African American Museum	2300 S. Massachusetts ST	98144	Maurice Jones
Pike Market Senior Center	85 Pike Street Suite 200	98101	Jeannie Falls
Ernestine Anderson Place - LIHI	2010 S. Jackson ST	98144	Jill Davies

Att B – Letter of Agreement
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West African Community Council	1265 S. Main ST Suite 304	98144	Issa Ndiaye
Belltown Community Center	415 Bell ST	98121	Kerrie Stoops
Central Area Senior Center	500 30th Ave S.	98144	TySonia McClain
SHA: Center Park Resident Council	2121 26th Ave S.	98144	Maria Johnson
Josephinum Apartments	1902 Second Ave Suite 201	98101	Joan Widen
Central Area Youth Association	119 23rd Ave	98122	Joe Staton
Seattle Indian Center (Move)	1265 S. Main St Suites 104,105,106,107,108	98144	Michelle James
206 Zulu	153 14th Ave	98122	Kitty Wu
Coyote Central	2300 E. Cherry ST	98122	Claudia Stelle
Chief Seattle Club	410 2nd Ave Extension So	98104	Nina Butler
Ross Manor	1420 Western Ave(Community Room 2nd Floor)	98101	Ellen Ziontz
Full Life Care - Solstice Mental Health	2600 S. Walker ST (SE community bldg)	98144	Mike Pollack
Lazarus Day Center Computer Lab	416 2nd Ave Ext S	98104	
Denny Terrace Computer Lab	100 Melrose Ave E	98102	
FLC Solstice Mental Health	2600 S. Walker ST	98144	
Josephinum Apartments	1902 Second Ave	98101	