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October 13, 2015

**VIA ELECTRONIC FILING**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

**Re: *Applications of Charter Communications, Inc., Time Warner Cable Inc., and Advance/Newhouse Partnership for Consent to the Transfer of Control of Licenses and Authorizations, MB Docket No. 15-149***

**REDACTED – FOR PUBLIC INSPECTION**

Dear Ms. Dortch,

Time Warner Cable Inc. (“TWC”) hereby submits its response to the Commission’s Information and Data Request, dated September 21, 2015 (the “Request”). Pursuant to the Protective Order,<sup>1</sup> TWC submits the Public version of this filing via electronic filing. Highly Confidential and Confidential versions of these narrative responses are being filed simultaneously under separate cover and will be made available for inspection pursuant to the terms of the Protective Order. The [[ ]] symbols denote Confidential Information and the {{ }} symbols denote Highly Confidential Information.

The narrative responses and document and data submissions respond to the Request as clarified by discussions between representatives of TWC and the Commission. Based on these discussions, Commission staff and TWC agreed to certain modifications and understandings of the Specifications and accompanying Instructions, subject to the Commission’s ability to request additional information as it may deem necessary. These modifications and understandings are reflected in the pertinent responses and include the following:

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<sup>1</sup> *Applications of Charter Communications, Inc., Time Warner Cable Inc., and Advance/Newhouse Partnership For Consent To Assign or Transfer Control of Licenses and Authorizations, Protective Order, MB Docket No. 15-149, FCC 15-100 (rel. Sept. 11, 2015).*

- The Commission directed that the Bates numbers of documents previously submitted to the Antitrust Division of the Department of Justice (the “DOJ”) be identical except for any changes to the prefix;
- The Commission agreed that the productions being submitted to the Commission reflect certain modifications previously negotiated with DOJ, including:
  - Abbreviated privilege descriptions of documents with less than 25% of their contents being redacted,
  - The waiver of a hard copy of the privilege log,
  - The exclusion of communications between TWC and outside counsel, or documents authored by outside counsel, from the log;
- The Commission agreed that TWC is not required to identify the Specification to which each document is responsive, whether on the privilege log or otherwise;
- The Commission agreed to accept all technical document production modifications previously agreed to by DOJ, including:
  - Image Placeholders – TWC will include BEGDOC# and FILENAME and omit FILEPATH
  - Presentations – TWC will image in Notes format and also provide natively (instead of Notes Pages Split)
  - Custodian Append File – TWC will provide a single file for all volumes with the final production delivery
  - Document Numbering – TWC will omit Custodian from Bates prefix
  - Metadata:
    - CUSTODIAN will be populated with ALLCUSTODIAN
    - SPEC#, DATE\_HC, DOCDATE, and FOLDERLABEL will be provided but left empty
    - TIMEZONE: TWC will provide a static time zone of UTC in which all data was uniformly processed
    - TIMESENT; TIMERECEIVED; TIMEAPPTSTART; TIMEAPPTEND: TWC will omit seconds and provide only HH:MM
  - De-duplication – TWC will de-duplicate globally and by custodial dataset;
- The Commission agreed to limit each “all documents” request, with the exception of Specification 38, discussed below, to the list of TWC custodians provided in the letter from Matthew A. Brill to Marlene H. Dortch, filed in the above-captioned docket on September 24, 2015;

- The Commission agreed that, for all custodians whose documents were collected in connection with the TWC's proposed transaction with Comcast Corporation (the "Comcast Transaction"), TWC would collect documents beginning on the day after the prior collection;
- The Commission agreed that for all custodians whose documents were not collected in connection with the Comcast Transaction, TWC would collect documents beginning on July 24, 2013 ; however, to the extent that a custodian became subject to the investigation because of a change in responsibilities, the Commission agreed that TWC could limit the time frame to the relevant responsibility period;
- The Commission agreed that for all custodians, TWC could limit its production obligations to July 24, 2015, with the exception of documents possessed by five select custodians. Responsive documents in their possession were collected through September 16, 2015;
- The Commission agreed to exclude from "all documents" requests all publicly available material, such as newsletters, articles, and email alerts, where such material was not analyzed or forwarded;
- For Specification 1, the Commission agreed to exclude all documents solely relating to pornography, drugs, SPAM, phishing, hacking, viruses, and other similar material;
- For Specifications 2,7, 9, 10, and 11, the Commission agreed to defer any request for information related to the present or future programming interests of Charter, New Charter, or any entity sharing officers, directors, executives, or attributable interest holders with Charter or New Charter;
- For Specification 16, the reference to "or another person" is deleted;
- For Specification 20, the Commission agreed to defer a response to this Specification (i) for any communications between TWC and Bright House Networks, LLC/Newhouse Broadcasting Corporation, and (ii) for any communications between TWC and Charter and/or Comcast regarding the Transactions or regarding the proposed transactions that were the subject of the 2014 Requests issued to TWC. For avoidance of doubt, this modification does not alter TWC's obligation to produce documents in response to any other Specification , including Specifications seeking production of documents relating to the Transactions;
- For Specification 21, the Commission agreed that TWC would anonymize programmer-identifying information included in the response;

- For Specification 22, the Commission agreed that, with respect to documents relating to the transactions with Comcast and Charter that were the subject of the 2014 Requests, TWC need not produce any documents solely relating to environmental, tax, human resources, OSHA, or ERISA issues;
- For Specification 24, the Commission agreed that TWC may rely on its DOJ document production and that the Commission would defer its request for earlier documents;
- For Specification 29, the Commission agreed that TWC may limit its response to providing: (i) one copy of each final “polic[y], procedure[], and practice[],” and (ii) all documents regarding modifications of such policies, procedures, and practices,” in each case, during the relevant two year time period;
- For Specification 32, the Commission agreed that TWC may limit its response to include only printed material, not video or other media;
- For Specification 38, the Commission agreed that TWC’s document production would be limited to documents identified through a custodial search;
- For Specification 40, the Commission agreed that TWC may limit its response to “congestion management” practices;
- For Specification 71, the Commission agreed that TWC need not provide a response; and
- For Specification 93, the Commission agreed that TWC may limit its response to providing a list of the databases called for by the request.

The enclosed document submissions respond to the Request as clarified by previously disclosed discussions between representatives of TWC and Commission. Representatives from TWC and the Commission staff agreed in previous discussions that many of the Commission’s document requests would be satisfied by the production of documents previously submitted to the Commission in its review of the Comcast Transaction. Those documents are transmitted herewith on one external hard drive (labeled “VOLUME 1”). These documents maintain their original Bates numbers. Accordingly, the productions are not in a sequential Bates range, as documents that contain “drafts and final copies of agreements between the Company and any programmer who is not an Applicant” were removed from the full production per Instruction 2. Pursuant to discussions with staff, we are delivering an external hard drive containing TWC VOLUME 1 to: Matthew Milone, Complete Discovery Source, 345 Park Avenue, Level B, New York, NY 10154.

Representatives from TWC and the Commission staff also agreed in previous discussions that many of the Commission’s document requests would be satisfied by the production of documents recently submitted to the DOJ in connection with its review of this transaction. Those documents are transmitted herewith on one external hard drive (labeled “VOLUME 2”).

These documents maintain their original DOJ Bates numbers. Accordingly, the productions are not in a sequential Bates range, as documents that contain "drafts and final copies of agreements between the Company and any programmer who is not an Applicant" were removed from the full production per Instruction 2. Pursuant to discussions with staff, we are delivering an external hard drive containing TWC VOLUME 2 to: Matthew Milone, Complete Discovery Source, 345 Park Avenue, Level B, New York, NY 10154.

TWC's production today also includes three (3) discs containing additional TWC documents that have been delivered to DOJ. These discs are labeled "FCC 002," "FCC 003," and "FCC 004." Pursuant to discussions with staff, we are delivering one copy of each disc to: Matthew Milone, Complete Discovery Source, 345 Park Avenue, Level B, New York, NY 10154.

Representatives from TWC and the Commission staff also agreed in previous discussions that TWC will supplement its narrative responses and documentary response to several of the Commission's requests. TWC expects to make such supplemental production during the week of October 26, 2015.

TWC has made diligent efforts to ensure that none of the documents it is submitting herewith is privileged under the attorney-client privilege or attorney work product doctrine. To the extent that any privileged documents may have been inadvertently produced, such production does not constitute a waiver of any applicable privilege. TWC requests that any privileged documents inadvertently produced be returned to TWC as soon as such inadvertent production is discovered by any party, and reserves all rights to seek the return of any such documents.

In addition to the above submissions and pursuant to discussions with staff, we are delivering 14 copies of TWC's unredacted narrative responses to Vanessa Lemmé of the Media Bureau's Industry Analysis Division.

Please contact the undersigned should you have any questions.

Respectfully submitted,



Matthew A. Brill  
of LATHAM & WATKINS LLP  
*Counsel for Time Warner Cable Inc.*

Enclosures

cc: Owen Kendler



**Time Warner Cable Inc.**

**RESPONSE TO THE INFORMATION AND DATA REQUESTS ISSUED TO  
TIME WARNER CABLE INC. ON SEPTEMBER 21, 2015 BY THE  
FEDERAL COMMUNICATIONS COMMISSION**

**October 13, 2015**

**NARRATIVE RESPONSE**

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EXHIBITS

**INTERROGATORIES AND RESPONSES**

**SPECIFICATION 1:**

**Produce all documents relating to competition in the provision of each relevant service in each relevant area, including, but not limited to, consumer surveys or studies, market studies, forecasts and surveys, and all other documents relating to:**

**(a) sales, market share, number of subscribers, or competitive position of the Company or any of its competitors;**

**(b) the relative strength or weakness of persons providing each relevant service;**

**(c) the extent to which providers of each relevant service compete with each other;**

**(d) supply and demand conditions, including all documents discussing demand elasticity, the impact of price or fee changes, and customer substitution;**

**(e) attempts to win customers from other companies and losses of customers to other companies, including:**

**(i) churn data analysis thereof;**

**(ii) studies indicating that a customer left or switched to the Company because of the absence or availability of particular video programming (including figures on subscribers lost or gained);**

**(iii) documents relating to the Company's experience or success in obtaining customers through marketing targeted at a particular MVPD or OVD competitor, including the offers made and figures on the amount spent on the marketing effort, the number of new subscribers gained, average churn rates for such subscribers and revenue realized by the Company;**

**(iv) documents relating to the entry, competitive impact, or the Company's response to any OVD, including but not limited to Netflix, Hulu, Amazon Instant Video, Dish Sling TV, Sony Vue, CBS All Access, and HBO Now; and**

**(v) customer lifetime value, subscriber acquisition costs, costs per gross addition, and subscriber retention costs, including consumer costs incurred in switching to another person's relevant service, and data and studies analyzing the source of the Company's new subscribers, why subscribers disconnect service with the Company and the reasons for disconnections, and factors affecting consumers' decisions to switch to or from a relevant service offered by the Company, including but not limited to pricing, quality of service and disputes between the Company and edge providers, CDNs or transit service providers;**

**(f) consumer views or perceptions of MVPDs, and OVDs video programming, including the impact of placing programming in a particular neighborhood or tier, the impact of not offering certain programming, the ability to substitute other programming, the impact of bundling more than one programming network, or the impact of pricing on decisions to purchase video**

**programming or MVPD service, including ratings and consumer surveys relating to video programming offered by the Company;**

**(g) allegations that any person that provides any relevant service is not behaving in a competitive manner, including, but not limited to, customer and competitor complaints; threatened, pending, or completed lawsuits; and federal and state investigations, including any carriage or program access complaints filed against the Company with the Federal Communications Commission pursuant to 47 C.F.R. § 76.1301 et seq. or 47 C.F.R. § 76.1000 et seq.;**

**(h) the Company's decisions whether to block, stop, limit, hinder, slow, favor, prioritize, or otherwise treat the transmission of any OVD provider's services or other edge provider content, including the CDN, transit service provider or peer that supports the service, or to favor, prioritize, or otherwise advantage the Company's relevant service over such competing service, Documents solely relating to unsolicited commercial e-mail (i.e., SPAM) and malicious software need not be produced;**

**(i) any actual or potential effect on the supply, demand, cost, or price of any relevant service as a result of competition from any other possible substitute service or provider;**

**(j) the role of innovation in competition or any actual or potential competition between or among any persons relating to improvements or innovations in features, functions, ease of operation, performance, cost or other advantages to users of the services, including the ability to sell or provide targeted advertising services;**

**(k) the role of reliability and reputation in competition or any actual or potential competition between or among any persons relating to any relevant service;**

**(l) any evaluation or comparison between any relevant service and any other service, including but not limited to the effect or impact of OVD on MVPD, including studies, reports, analyses, and other documents discussing or referring to research conducted or prepared by any consultants, user groups, or other third-parties (such as analyst reports, trade or industry publications);**

**(m) any customer preferences or selection criteria relating to the purchase or use of any relevant service rather than any other service, or relating to any relevant service offered by the Company rather than any service offered by any other person (including any sales tracking data);**

**(n) consumer satisfaction with the Company's relevant services (including all documents relating to plans, policies and procedures for addressing concerns raised by rankings and surveys), and consumer substitution between the Company's Internet access service and DSL service, service using fiber to the node technology, service using fiber to the premises technology, service using satellite technology, and mobile wireless broadband services;**

**(o) the Company's experience in obtaining or retaining customers through marketing or promotions targeted at providers of relevant services, geographic areas, types of customers,**

including the offers made and the amount spent on the marketing effort, the number of new subscribers gained, churn rates for such subscribers, and revenue realized by the Company;

(p) the characteristics of consumers who are interested in purchasing, or who have purchased, standalone services or bundled services, and the sales, market share or competitive position of the Company or any of its competitors in the sale of standalone services or bundled services;

(q) any advantage or disadvantage to any person arising from the size of the Company's footprint or its subscribership on its ability: (1) to negotiate interconnection agreements with interconnection partners, edge providers, persons who provide Internet backbone services, persons who provide Internet access service, and transit service providers; and (2) competition with other persons that provide MVPD or Internet access services;

(r) any benefit, efficiency, advantage, or disadvantage to any person arising from the size of its footprint or its subscribership on its ability to negotiate with Persons selling or licensing video programming; and

(s) the impact of cord shavers (i.e., MVPD customers who have dropped some but not all MVPD service), cord cutters (i.e., former MVPD customers that have cancelled all MVPD service) and cord nevers (i.e., potential MVPD customers that have never signed up for MVPD service) on the Company's marketing, revenues, and profits of each relevant service.

**Response to Specification 1(a):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(b):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(c):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(d):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(e)(i):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(e)(ii):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(e)(iii):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(e)(iv):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(e)(v):**

All non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(f):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(g):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(h):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(i):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(j):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(k):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(l):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(m):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(n):**

All non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(o):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(p):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(q):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(r):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 1(s):**

All non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 2:**

**Produce all documents discussing the Company’s plans relating to any relevant service and each item listed in Request 3 below, including, but not limited to, business plans; short-term and long-range strategies and objectives; budgets and financial projections (including costs and potential profits); expansion or retrenchment plans; research and development efforts; plans to better manage those services; plans to reduce costs, improve service, introduce new services, or otherwise become more competitive; plans to improve services or service quality; plans to provide the video programming affiliated with the Company or affiliated with any officer, director, or executive of the Company, or any entity sharing officers, directors, executives or attributable interest holders with New Charter, to unaffiliated OVDs, including, but not limited to, the minimum viable scale necessary for entry, the time required to roll out the service, and the steps taken or additional steps that the Company would need to take to launch the service; all effects that the transaction, if consummated, would have on these plans; and presentations to management committees, executive committees, and boards of directors;. For regularly prepared budgets and financial projections, the Company need only produce one copy of final year-end documents for each year and cumulative year-to-date documents for the current year.**

**Response to Specification 2:**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 3:**

**Describe, and identify documents sufficient to show, the Company’s past and current business and deployment plans with respect to:**

- (a) DOCSIS 3.1;**
- (b) IP cable and Wi-Fi access;**
- (c) mobile wireless broadband services;**
- (d) any OVD service inside or outside of the Company’s current service area;**
- (e) wireless backhaul services;**
- (f) Build-out to additional homes in your footprint or franchise area, including the Application’s claim that the Company will “build out one million line extensions of our networks to homes in our franchise area”;**
- (g) IP set-top-boxes;**
- (h) user interfaces and programming guides for subscribers;**
- (i) increasing speeds for Internet broadband services;**
- (j) business services; and**
- (k) time-shifted and place-shifted video programming.**

**Response to Specification 3(a):**

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*See Exhibits 3a-01 to 3a-35 for information responsive to this specification.*

**Response to Specification 3(b):**

• **IP Cable**

TWC’s current IP video service offering is known as TWC TV, which is made available as a complement to TWC’s traditional QAM-based cable service. TWC’s TWC TV IP video content is available on the following platforms: iOS, Android, PC, Mac, Xbox 360, Xbox One, Roku, Samsung Smart TVs, and Amazon Kindle Fire (tablet). TWC offers access to TWC TV to all of its cable subscribers as a benefit of their underlying cable subscription.

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See Exhibits 3b-01 to 3b-68 for information responsive to this specification.

• **WiFi Access**

TWC provides its residential and commercial HSD customers with access to an out-of-home public WiFi network called TWCWiFi. The TWCWiFi network includes approximately {{ }} hotspots (as of 9/15/15), of which approximately {{ }} are owned and operated by TWC. The remaining {{ }} are owned and operated by third parties. TWC makes the TWCWiFi service available to all residential high-speed data customers who subscribe to the Company’s Standard speed tier or higher. All HSD retail commercial customers have access to the TWCWiFi network, as well.

In addition to its owned and managed Hotspots, TWC has entered into several roaming partnerships. CableWiFi is a partnership among TWC, Comcast, Bright House, Cox, and Cablevision, whereby all parties agreed to broadcast an SSID called CableWiFi. Each company has developed interconnection agreements with each of the partners to allow customer authentication while roaming. For example, when a TWC customer is attempting to use a Cox owned-and-operated WiFi hotspot, Cox will hand that customer back to TWC for authentication. When authenticated, the TWC customer can use any WiFi Hotspot where the CableWifi SSID is broadcast. TWC also entered into a roaming agreement with Boingo. After authentication, a TWC customer can use any Boingo owned and operated WiFi Hotspot. In certain markets, TWC has entered into bilateral agreements with other broadband providers to broadcast each other’s network identifier (SSID), making it easier for each provider’s respective customers to authenticate and use the WiFi network. For example, in northern New

Jersey, TWC hotspots broadcast the TWCWiFi, XfinityWiFi, and OptimumWiFi SSID’s. Each broadband provider is responsible for authenticating its own customers.

See Exhibit 3b-69 for information responsive to this specification.

**Response to Specification 3(c):**

Since 2012, TWC and Verizon Wireless have been parties to an exclusive marketing arrangement to promote and sell each other’s services. TWC agreed to promote and sell Verizon Wireless mobile services plans through TWC’s existing sales channels. {{

}} Under

this agreement, TWC markets Verizon Wireless’s mobile phones and service plans in its inbound and outbound telesales channel, online (timewarnercable.com) channel, and through direct marketing (email, mail, and cross-channel advertising). Verizon Wireless similarly agreed to promote and sell TWC’s video, Internet, and phone products within the TWC footprint that do *not* overlap with Verizon FiOS.

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See Exhibits 3c-01 to 3c-04 for information responsive to this specification.

**Response to Specification 3(d):**

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See Exhibits 3d-01 through 3d-04 for information responsive to this request.

**Response to Specification 3(e):**

TWC’s wireless backhaul services are a product offering within the telecommunications carrier segment of TWC’s business services, and are discussed in more detail in response to 3(j) below. During the period covered by the request, TWC has provided cell tower backhaul services on a wholesale basis to wireless telecommunications carriers, and TWC continues to view that business opportunity as a priority. TWC has been able to leverage its existing network infrastructure opportunistically to serve other carriers. {{

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*See* Exhibit 3e-01 for information responsive to this specification.

**Response to Specification 3(f):**

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*See* Exhibit 3f-01 for information responsive to this request.

**Response to Specification 3(g):**

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See Exhibits 3g-01 through 3g-08 for information responsive to this specification. See also TWC's response to Specification 23 *infra*, and the exhibits cited therein, for additional information responsive to this specification.

**Response to Specification 3(h):**

TWC delivers the user interface and programming guide for its linear cable service using four primary classes of leased set-top boxes ("STBs"): Advanced DOCSIS Set-top Gateway ("ADSG")-capable STBs, non-ADSG capable STBs, Mystro Digital Navigator ("MDN") STBs, and iGuide STBs. TWC also delivers service using a small population of Cisco's "SARA" STBs. {{

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See Exhibits 3h-01 through 3h-03 for information responsive to this specification.

**Response to Specification 3(i):**

During the period from July 24, 2013 through July 24, 2015, TWC increased Internet data speeds eleven times not counting the speed increases associated with the Maxx program. For example, in the legacy Insight markets, TWC increased the speeds for the Standard, Turbo, and Extreme tiers. TWC introduced the Everyday Low Price speed tier at 2x1 Mbps and grandfathered the Lite tier (1x1Mbps). In November 2013, TWC increased the Ultimate 50 tier (50x5Mbps) to Ultimate 100 (100x5Mbps) in the Hawaii market. In January 2014, TWC increased the Ultimate 50 tier to Ultimate 100 in the LA and NYC markets. In October 2014, TWC increased the Ultimate 50 and Ultimate 75 tiers to Ultimate 100 in the Dallas market. In November 2014, TWC increased the Basic tier for all markets from 3x1Mbps to 6x1Mbps (excluding the LA, NYC, and KC markets which were already upgraded due to Maxx). It should be noted some of these speed increases have been replaced with higher speeds with the launch of Maxx.

See Exhibits 3i-01 through 3i-03 for information responsive to this specification.

**Response to Specification 3(j):**

The business services segment has been and continues to be an important strategic priority and growth area for TWC. The Company’s business plans for this service segment have aimed to meet customer needs by offering improvements to the speed, quality, and reliability of services, and by expanding its services portfolio to appeal to a greater number of businesses, thereby differentiating its services in the highly competitive commercial services marketplace. TWC’s business services are provided to small businesses, mid-market businesses, enterprise customers, and telecommunications carriers. {{

}}

TWC defines small business customers as generally having fewer than 25 employees, and a majority of TWC’s customers by count fall in this segment. TWC’s business strategy in the small business segment involves making ongoing enhancements to its high-speed Internet access services, Business Class Phone service, and video offerings to allow these customers to personalize services to meet their particular needs. [[

]]

TWC defines mid-market business customers as generally having between 26-500 employees, often across multiple sites in different geographic locations (including certain regional and super-regional businesses). These businesses typically have one or more locations in TWC’s service areas, as well

as locations outside of TWC’s service areas, and require products that interconnect or work across many or all of their sites.

TWC defines enterprise customers as generally having more than 500 employees, often across multiple sites spread across the nation or regions (Northeast, Southwest, etc.). These businesses often have sites that fall outside TWC’s service areas and require products that interconnect their sites or that are available across all or some of these sites, and/or buy services for some or all of these sites centrally at the business headquarters.

In the mid-market business and enterprise segments, TWC offers Dedicated Internet Access service offerings for commercial customers that require additional bandwidth and performance assurances above levels provided via TWC’s best-efforts, mass-market broadband services. Ethernet Services allow customers in these segments to provide connections among their locations and to data centers. TWC also offers Business Class Primary Rate Interface as well as SIP trunks to allow business customers to obtain highly reliable and cost-effective voice services delivered over TWC’s network. Increasingly, TWC is offering tools and services for management of customer’s networks via new portals and services such as its Managed Router Service. TWC offers both traditional and bulk video solutions and programming packages to meet the wide range of evolving needs of healthcare, hospitality and other large commercial and government customers. In addition, through its NaviSite subsidiary, TWC offers tailored cloud-based application management and infrastructure-as-a-service solutions.

For each of these product offerings, {{

}}

In addition to these retail offerings, TWC provides wholesale services to other telecommunications providers, including cell tower backhaul services described in response to Request 3(e). TWC also offers wholesale IP transit and carrier Ethernet access to telecommunications carrier customers. TWC’s business plan in this customer segment {{

}}

In general, TWC’s deployment plans for each of these business customer segments are focused on growth within TWC’s existing service areas (which in turn depends on TWC’s existing network footprint), including significant investments made to expand the reach of TWC’s network to serve business locations unserved by TWC. {{

}}.

See Exhibits 3j-01 to 3j-12 for information responsive to this request.

**Response to Specification 3(k):**

During the period from July 24, 2013 through July 24, 2015, TWC’s time-shifted and place-shifted video programming products consisted of (i) DVR equipment and related initiatives, (ii) TV Everywhere solutions, including the TWC TV platform, (iii) VOD services, and (iv) Start Over and Look Back products.

TWC continues to introduce new DVRs with increased storage capacity and channel-tuner capabilities. Beginning in September 2014, TWC introduced a new DVR product in Maxx markets. The new DVR, called Enhanced DVR, is offered for single-room and whole-house versions. Enhanced DVR allows subscribers to schedule a recording in one room and watch it on another and includes six tuners to record up to six shows simultaneously (allowing subscribers to watch one television show while simultaneously recording five others). Enhanced DVR also includes 1 TB of storage to enable subscribers to save up to 150 hours of HD programming. See TWC’s responses to Specification 3(g) and 23, and the exhibits cited therein, for additional information responsive to this specification.

TWC also has been exploring development of a cloud-based video recording service, Watch Anytime, that would store and stream customers’ favorite shows to their IP devices inside and outside the home. This cloud DVR solution would focus on streaming and playback of content rather than the management of local resources. Phase 1 of the Watch Anytime initiative is focused on developing the infrastructure necessary to capture and stream programming to IP devices, and Phase 2 centers on beta trials to test simple and intelligent features that lay the foundation of an IP cable replacement service.

TWC first began working with programmers to provide “TV Everywhere” (*i.e.*, out-of-home viewing) over six years ago, and the Company {{

}} Customers access TWC’s TV Everywhere content both through programmer applications and sites such as WatchESPN and HBO Go, and through TWC’s own platform, “TWC TV,” which allows customers to watch live and on-demand content from an increasing number of channels over the Internet across a wide variety of devices and platforms, such as Android, iOS, Xbox 360, Xbox One, Roku, Samsung Smart TVs, and the website twctv.com from anywhere in the United States. TWC’s TV Everywhere applications are provided to video subscribers at no additional cost. TWC authenticates subscribers by verifying the customer’s user name and password associated with his or her TWC subscription package.

TWC has continued to increase the amount of VOD content available on its system and to enhance the quality of VOD services. {{

}}

TWC's Start Over and Look Back time-shifting products leverage TWC's VOD infrastructure with a technology called "real-time acquisition," which collectively enable customers to "Start Over" live programs. Other programs are available for "Look Back," which allows customers to access and view linear programs for up to three days after they have aired. {{

}}

*See Exhibits 3k-01 and 3k-05 for additional information responsive to this specification.*

**SPECIFICATION 4:**

**Identify each person that has entered or attempted to enter into, or exited from, the provision of each relevant service in each relevant area, from 2005 to the present. For each such person, identify the services it provides or provided; the area in which it provided the services, including whether the person has sold or distributed the relevant service in the United States; and the date of its entry into or exit from the market. For each entrant, state whether the entrant built a new facility, converted assets previously used for another purpose (identifying that purpose), or began using facilities that were already being used for the same purpose.**

**Response to Specification 4:**

TWC provides information below regarding entry into, and exits from, the provision of the following relevant services from 2004 to the present. TWC does not systematically track entry and exit into the provision of the relevant services, nor does it systematically monitor the facilities used by entrants. The information provided herein is the result of a reasonable investigation by the Company, including inquiries to relevant employees and a review of third-party and/or public sources. No additional information is available to TWC with regard to entry or exit into the provision of the relevant services.

TWC also directs the Commission to Charter Specification 4 for additional information responsive to this specification.

MVPD:

Entity	Address	Entry Date	Area of Services Provided
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{ }	{ }	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}

Video Programming:

See the document Bates-stamped TWC-DOJ-05006991, which provides a list of additional persons who have entered into, and exited from, the provision of video programming. In addition, TWC provides the following additional entry into, and exits from the provision of video programming services from 2014 to present:

Name and Address of Entity	Name of Programming Service	Programming Provided	Entry Date (and Exit Date, if Applicable)
{{  }}	{{ }}	{{ }}	{{ }}
{{  }}	{{ }}	{{ }}	{{ }}
{{  }}	{{ }}	{{ }}	{{ }}
{{  }}	{{ }}	{{ }}	{{ }}
{{  }}	{{ }}	{{ }}	{{ }}
{{  }}	{{ }}	{{ }}	{{ }}

Name and Address of Entity	Name of Programming Service	Programming Provided	Entry Date (and Exit Date, if Applicable)
{{  }}	{{ }}	{{ }}	{{ }}

Video Programming Distribution (OVD):

Entity	Address	Entry Date	Area of Services Provided
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}

Internet access services (fiber entrants):

Entity	Address	Entry Date	Area of Services Provided
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}





Entity	Address	Entry Date	Area of Services Provided
}}			
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{  }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}	{{ }}

Internet backbone services:

Entity	Address	Entry Date
{{ }} }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}
{{ }}	{{ }}	{{ }}

Business Services:

Exhibit 4-01 provides detailed information compiled from a third party regarding the marketplace for commercial services, organized by geographic region. As a relatively new entrant in the business services marketplace, TWC does not have more detailed information regarding entities that have entered or exited the business services marketplace.

**SPECIFICATION 5:**

**Provide a list of possible new entrants into the provision of each relevant service, stating why the Company believes each person is a possible entrant and what steps they have taken toward entry and submit all documents relating to requirements for entry into the provision of a relevant service, including, but not limited to, research and development, planning and design, production requirements, distribution systems, service requirements, patents, licenses, sales and marketing activities, and any necessary governmental and customer approvals, and the time necessary to meet each such requirement.**

**Response to Specification 5:**

TWC provides information below regarding possible new entrants into the provision of the relevant services from 2004 to the present. TWC does not systematically track such possible new entrants. The information provided herein is the result of a reasonable investigation by the Company, including inquiries to relevant employees and a review of third-party and/or public sources. No additional information is available to TWC with regard to possible new entrants into the provision of the relevant services. TWC also directs the Commission to Charter Specification 5 for additional information responsive to this specification.

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Video Programming Distribution**

*MVPD Services.* MVPD services are provided by cable companies, telephone companies, and direct broadcast satellite companies, among others. In recent years Google and CenturyLink (both of which serve areas of TWC's footprint) have begun offering MVPD services. Both companies have expressed their intention to expand their services to new areas, and other large, well-financed technology companies may follow their lead. Similarly, many telephone companies have developed MVPD services following on the success of Verizon FiOS and AT&T U-verse, and others likely will enter the MVPD marketplace. Where they have not done so already, telephone companies—which own widespread physical infrastructure and have established customer relationships—seem well-suited to expand their offerings within TWC's service areas.

*OVD Services.* The marketplace for OVD services is growing rapidly and evolving constantly. The technology for delivering programming on-demand to any location around the world did not exist even a decade ago, while today customers are eager to adopt services with these options. Companies have attempted to meet this demand by operating OVDs in a wide variety of forms. Some, such as Netflix, YouTube, and Vimeo, deliver online video streaming as the core of their business. TWC expects significant further growth among these businesses, along with the additional entry of many new start-ups.

Other OVD services are provided by companies such as Apple, Microsoft, and Sony, which are otherwise known for their consumer electronics products and software. These companies have expanded from device manufacturers to entertainment empires, delivering a wide variety of content to

their own and other manufacturers' Internet-enabled devices. Customers who purchase these devices can access video programming, some of it exclusive, directly from within the device ecosystem. Many additional consumer electronics companies, ranging from the manufacturers of televisions to smartphones, may make similar advances into video programming. Similarly, technology companies like Google (which owns YouTube), Yahoo!, and Facebook, and online retail companies like Amazon and Walmart, have all used their size, popularity, and financial resources to create OVD services using a variety of streaming and rental models. These companies have created new content, negotiated for programming and video rights, and developed new ways for consumers to watch and pay for content. Moreover, these platforms have supported the development and growth of technology companies, such as MakerStudios, that produce and aggregate on-line video content. Other technology companies and retailers may launch similar OVD services, taking advantage of their business relationships and the social aspects of video programming.

MVPDs also have explored, and in some instances created, OVD services of their own. DISH Network earlier this year launched Sling TV, a linear OVD service, nationwide. Many MVPDs offer TV Everywhere platforms that allow subscribers to watch programming online and on mobile devices, while others have experimented with additional content and services beyond their live linear feeds that can be streamed over the Internet.

Finally, video programmers themselves have also developed their own OVD services. Professional sports leagues, production companies, broadcast networks, and others have used their rights as the owners of content to create free-standing OVD services. This business model is likely to become more prevalent, as evidenced by recent launches by Verizon, Showtime, CBS, and others of stand-alone streaming services

### Video Programming

The number of video programming networks has expanded rapidly in recent years. New models of distributing that programming, such as OVD services, have only increased the demand for content and the ability to distribute it to consumers.

Much of this new content has come through the expansion of existing video programming networks. In recent years, among many other new additions, News Corp. has launched Fox Sports 1 and FXX, Discovery Communications has launched OWN, and Disney debuted Disney XD and Disney Junior. These companies have also launched new online-only sources of video content. TWC expects existing video programmers to continue to leverage new technologies and increasing consumer demand into the creation of new programming options.

The low cost of entry for delivering online programming has enabled individuals (such as Sarah Palin) to develop their own online networks, while other individuals (such as Glenn Beck and Sean “Diddy” Combs) have created entertainment empires that include linear channels. The trend of creating content for niche audiences is likely to continue.

### Internet Access Service

Despite the required substantial upfront investments in infrastructure, new entrants are emerging in the provision of Internet access services: telephone companies that have long provided DSL services are expanding fiber-to-the-premises services and capabilities; wholly new entrants like Google Fiber are overbuilding in communities across the country; satellite broadband companies are building and

launching new, higher capacity broadband satellites; and municipal governments are constructing networks and developing their own Internet services, including wide-area WiFi networks. Perhaps even more importantly, mobile broadband services have rapidly expanded and are now offering LTE services with download speeds that are comparable to many wireline services. As the Commission takes action in proceedings to expand the availability of spectrum for broadband wireless services, the speed and capability of wireless Internet access service will only continue to increase.

### Internet Backbone Service

Internet backbone services are provided by a diverse and dynamic segment of the industry. Large Tier 1 ISPs interconnect with peering, transit, and content delivery network (“CDN”) services to move traffic across the Internet. The growing web of interconnection points has reduced the dependency on large backbone providers, as Internet companies now select among multiple routes for delivering their content. The largest Internet companies have even built their own parallel backbone services, building fiber networks that move vast quantities of traffic around the world and connecting directly with consumer-facing ISPs. As these changes continue to take shape, new methods for delivering traffic will likely emerge.

### Content Delivery Networks

CDNs are responsible for an increasing amount of Internet traffic and are part of the rapidly-evolving array of traffic delivery alternatives. Many providers of CDN services also provide other Internet traffic exchange solutions, with a decreasing number of distinctions between the technologies and services offered. New entrants providing CDNs are likely to overlap with new entrants providing Internet backbone services. For example, some of the large Internet companies which have created CDNs to distribute their own content may decide to offer a similar solution to third parties.

### Business Services

The business services marketplace is dominated by the incumbent LECs, although new entrants, including MSOs such as TWC, Charter, and Bright House, among others, have successfully competed for commercial customers, particularly in the small and medium business segment. Other competitors include CLECs, fixed-wireless providers (*e.g.*, Towerstream, Rise Broadband), and pure-play fiber providers (*e.g.*, Zayo, Lighttower/Fibertech). Potential new entrants are likely to provide other Internet, voice, and video solutions, including those identified above regarding Internet access service: non-ILEC telephone companies, Google Fiber, satellite broadband companies, and municipal governments. In addition, cloud-based services, such as those offered by AWS and other companies are increasingly viewed as potential competitors in the business services marketplace. The marketplace for cloud-based services providers is very dynamic, with many of the technology providers (*e.g.*, Microsoft, Vmware) launching their own competing services, as well as numerous other emerging cloud-based companies.

**SPECIFICATION 6:**

**Identify each person who holds an attributable interest in the Company, and for each identified person, describe:**

**(i) the nature and extent of each attributable interest, including the percentage of each ownership interest and all board representation, management rights, voting rights, or veto power; and**

**(ii) all effects that the transaction, if consummated, would have on the interests described in response to (i).**

**Response to Specification 6(i):**

Based on a review of filings with the Securities and Exchange Commission as of September 30, 2015, TWC believes that each of the persons listed below is a beneficial owner of more than five percent of the outstanding voting stock of Time Warner Cable Inc. as of the date indicated. None of these persons has rights that differ from the rights of the holders of Time Warner Cable common stock generally.

Name and Address of Beneficial Owner	Shares of TWC Common Stock Beneficially Owned	Percent of Class
BlackRock, Inc. (1) 55 East 52 <sup>nd</sup> Street New York, NY 10022	14,554,414	5.20%
Dodge & Cox (2) 555 California Street, 40 <sup>th</sup> Floor San Francisco, CA 94104	19,396,055	6.90%
Soroban Capital Partners LP (3) 444 Madison Avenue, 21 <sup>st</sup> Floor New York, NY 10022	14,207,334	5.00%
The Children’s Investment Fund Management (UK) LLP (4) 7 Clifford Street London, W1S 2FT, United Kingdom	14,102,143	5.00%
The Vanguard Group Inc. (5) 100 Vanguard Boulevard Malvern, PA 19355	15,222,575	5.40%

(1) Based solely on a Schedule 13G filed by BlackRock, Inc. with the SEC on February 3, 2015, which reported, as of December 31, 2014, that it had sole voting power over 11,916,330 of the indicated shares, sole dispositive power over 14,539,054 of such shares, shared voting power over 13,628 of such shares and shared dispositive power over 15,360 of such shares.

(2) Based solely on Amendment No. 1 to Schedule 13G filed by Dodge & Cox with the SEC on February 13, 2015, which reported, as of December 31, 2014, that it had sole voting power over 18,325,253 of the indicated shares and sole dispositive power over all of the indicated shares.

(3) Based solely on a Schedule 13G filed by Soroban Capital Partners LP with the SEC on July 23, 2015, which reported, as of July 13, 2015, that it had shared voting and dispositive power over all of the indicated shares.

(4) Based solely on a Schedule 13G filed by The Children’s Investment Fund Management (UK) LLP with the SEC on March 16, 2015, which reported, as of March 6, 2015, that it had shared voting and dispositive power over all of the indicated shares.

(5) Based solely on Amendment No. 1 to Schedule 13G filed by The Vanguard Group, Inc. with the SEC on February 10, 2015, which reported, as of December 31, 2014, that it had sole voting power over 482,186 of the indicated shares, sole dispositive power over 14,763,896 of the indicated shares and shared dispositive power over 458,679 of the indicated shares.

**Response to Specification 6(ii):**

To the Company’s knowledge, upon closing of the transactions, the shares held by the entities listed above will be converted into the merger consideration (a combination of cash and shares in New Charter) in the same manner as shares held by other stockholders.

**SPECIFICATION 7:**

**Identify each video programming network that the Company owns or controls and each video programming network in which the Company or any officer, director, or executive of the Company, or any entity sharing officers, directors, executives with New Charter, holds or will hold an attributable interest and, for each video programming network separately for each month from January 1, 2010, until the present, state**

**(i) the nature, percentage, and extent of each attributable interest in or distribution rights for video programming held by the Company or by an officer, director, or executive of the Company, or by any entity sharing officers, directors, executives or attributable interest holders with New Charter, including but not limited to all board representation, management rights, voting rights, or veto power;**

**(ii) the identity and percentage of each other person holding an interest in the video programming;**

**(iii) how and when the video programming network formed and from whom the interest was acquired;**

**(iv) if the interest was sold or transferred, identify the Company or other person acquiring the interest and the rationale for the transaction;**

**(v) total number of subscribers receiving the programming network on the Company's systems and the total number of subscribers receiving the programming network by MVPD, OVD, or any other distribution arrangement;**

**(vi) identify each MVPD or OVD that carries the programming network, the tier on which it is carried, and the total number of subscribers for each tier;**

**(vii) the total revenues for the programming network from each MVPD and OVD, categorized by subscriber fee, advertising revenue, and other (describe);**

**(viii) total advertising revenue from the video programming network;**

**(ix) the number of minutes per hour granted each MVPD for local ad sales for the video programming network;**

**(x) the margin the Company earns on each video programming network, separate for each MVPD or OVD;**

**(xi) the nature and extent of the Company or by an officer or director of the Company in the management, operation, production, or distribution of the identified video programming; and**

**(xii) all effects that the transaction, if consummated, would have on the interests or relationships described above, including but not limited to each attributable interest in video programming that would be held by New Charter post transaction. Provide responses to subparts (v)-(x) in .csv format.**

**Response to Specification 7(i):**

Below is a list of each video programming channel that TWC wholly owns.

<b><u>TWC Wholly Owned Channels</u><sup>1</sup></b>	
California/Nevada	
Time Warner Cable Special Events (Spanish language)*	Time Warner Cable Deportes (Spanish language)*
Time Warner Cable SportsNet*	Desert Cities TV (Desert Cities)
Time Warner Cable News (Antelope Valley)	Time Warner Cable Community-So Cal
Hawaii	
OC Sports (OC 12)*	Oceanic Surf Channel
OC 16	
Kansas/Missouri	
Time Warner Cable SportsChannel (KC)*	Time Warner Cable Local Weather (KC)
Kentucky	
cn 2	
Nebraska	
Time Warner Cable SportsChannel (Nebraska)*	

<sup>1</sup> Each channel marked with an asterisk (\*) may satisfy the FCC’s definition of a regional sports network that carries regular or post-season games for NCAA Division I college football or men’s or women’s basketball or the top five professional sports (NHL, NBA, MLB, NFL and MLS).

<b><u>TWC Wholly Owned Channels</u></b>	
New England	
Time Warner Cable Community-Maine	
New York	
Time Warner Cable SportsChannel (Albany)*	Time Warner Cable SportsChannel (Buffalo)*
Time Warner Cable SportsChannel (Rochester)*	Time Warner Cable SportsChannel (Syracuse)*
Time Warner Cable News NY1	Time Warner Cable Noticias NY1
Time Warner Cable News (Buffalo)	Time Warner Cable News (Hudson Valley)
Time Warner Cable News (Jamestown)	Time Warner Cable News (Rochester)
Time Warner Cable News Capital Region (Albany)	Time Warner Cable News Central NY (Syracuse)
Time Warner Cable News North Country (Watertown)	Time Warner Cable News Southern Tier (Binghamton)
Time Warner Cable News Your Traffic (Albany)	Time Warner Cable News Radar (Syracuse)
Time Warner Cable News Rail & Road (Hudson Valley)	Time Warner Cable News Rail & Road (NYC)
North Carolina/South Carolina	
Time Warner Cable News (Charlotte)	Time Warner Cable News (Greensboro)
Time Warner Cable News (Raleigh)	Time Warner Cable News (Wilmington)
Time Warner Cable SportsChannel (NC – Raleigh, Charlotte, Greensboro, Wilmington; SC – Columbia, Florence, Myrtle Beach)*	
Ohio	
Time Warner Cable SportsChannel (Cincinnati/Dayton)*	Time Warner Cable SportsChannel (Cleveland/Akron)*

<b><u>TWC Wholly Owned Channels</u></b>	
Time Warner Cable SportsChannel (Columbus/Toledo)*	Time Warner Cable Radar (Columbus)
Time Warner Cable Local Weather (Cleveland/Akron)	
Texas	
Canal de Tejas (North – Dallas, Waco, El Paso; South – Austin, San Antonio, Corpus, RGV, Laredo) (Spanish language)*	Time Warner Cable SportsChannel (North – Dallas, El Paso; South – Austin, San Antonio, Corpus, RGV)*
Time Warner Cable News (Austin)	Time Warner Cable News (San Antonio)
Time Warner Cable News Local Weather (Austin)	Time Warner Cable News Your Traffic (Austin)
Time Warner Cable Noticias Tiempo (Austin)	Time Warner Cable News Radar (Austin – North, Central, South, West)
Time Warner Cable News Radar (Waco/Killeen/Temple)	Time Warner Cable News Radar (Beaumont)
Time Warner Cable News Live Radar (Corpus Christi)	
Wisconsin	
Time Warner Cable SportsChannel (Milwaukee, Green Bay)*	

The networks listed above are 100% owned by TWC.

The Company has attributable partial interests of 25% or greater in the following channels:

NGN Hotel Channels (Hawaii) (available in hotels only)

SportsNet New York (“SNY”)

TWC also has partial ownership interests in the video programming networks listed below:

<b>Programming Interest</b>	<b>Nature, Percentage, and Extent of Each Attributable Interest</b>
Sterling Entertainment Enterprises, LLC (SportsNet NY)	{{ }} 26.83%
The MLB Network, LLC	{{ }} 6.35%
Nippon Golden Network, Inc.	{{ }} 8.23%

Finally, TWC has entered into a long-term affiliation agreement with American Media Productions, which owns SportsNet LA. TWC acts as the network’s exclusive advertising and affiliate sales agent and provides certain non-game production and technical services to American Media Productions. SportsNet LA was launched in February 2014. TWC has no ownership interest in SportsNet LA.

**Response to Specification 7(ii):**

With respect to TWC’s wholly owned networks, no other person holds any interest in the networks.

With respect to all other networks in which TWC holds an attributable interest:

Sterling Entertainment Enterprises, LLC (SportsNet NY)	{{ }} }}
The MLB Network, LLC	{{ }} }}
Nippon Golden Network, Inc.	{{ }} }}

**Response to Specification 7(iii):**

With respect to TWC’s wholly owned networks, the networks were formed by TWC and without obtaining any outside interests.

TWC’s RSNs were launched on the dates listed in the chart below.

<b><u>Launch Dates of TWC Wholly Owned Channels</u></b>	
<b>Channel</b>	<b>Launch Date</b>
Time Warner Cable SportsNet / Time Warner Cable Deportes	October 2012
OC Sports (Hawaii)	August 2011
Time Warner Cable SportsChannel (KC)	1996
TWC SportsChannel (Albany)	September 2010
TWC SportsChannel (Buffalo)	November 2007
TWC SportsChannel (Rochester)	December 2006
TWC SportsChannel (Syracuse)	October 2003
TWC SportsChannel (Nebraska)	November 2010
TWC SportsChannel (NC-Raleigh, Charlotte, Greensboro, Wilmington; SC-Columbia, Florence, Myrtle Beach)	August 2014
TWC SportsChannel (Cincinnati/Dayton)	September 2012
TWC SportsChannel (Cleveland/Akron)	September 2012
TWC SportsChannel (Columbus/Dayton)	September 2012
TWC SportsChannel (North-Dallas, El Paso; South-Austin, San Antonio, Corpus, RGV)	August 2012
TWC SportsChannel (Milwaukee, Green Bay)	January 2007
Time Warner Cable Special Events (Spanish language)	TWC started carrying the Spanish-language games from Fox in April 2010
Canal de Tejas (North – Dallas, Waco, El Paso; South – Austin, San Antonio, Corpus, RGV, Laredo) (Spanish language)	TWC started carrying the Spanish-language games from Fox in April 2010

TWC’s non-RSN networks were launched on the dates reflected in Exhibit 7-01.

With respect to all other networks in which TWC holds an attributable interest:

Channel	Launch Date
Sterling Entertainment Enterprises, LLC (SportsNet NY)	2005
The MLB Network, LLC	2007
Nippon Golden Network, Inc.	1981

TWC acquired its interest in SportsNet NY from Sterling Entertainment Enterprises, and its interest in The MLB Network, LLC from Major League Baseball. TWC acquired its interest in Nippon Golden Network, Inc. in 1999.

**Response to Specification 7(iv):**

TWC has not sold or transferred interest in any video programming network since 2010.

**Response to Specification 7(v):**

See Exhibits 7-02 to 7-19.

**Response to Specification 7(vi):**

See Exhibits 7-02 to 7-19.

**Response to Specification 7(vii):**

TWC will submit a response to this specification shortly in a supplemental production.

**Response to Specification 7(viii):**

TWC will submit a response to this specification shortly in a supplemental production.

**Response to Specification 7(ix):**

With respect to TWC’s wholly owned networks that are carried by other MVPDs, each MVPD receives the advertising time sales allotments identified below. This has not changed during the course of carriage of the channels.

Channel	Ad Sales Time
TWC SportsNet/Deportes	{{ }}
TWC SportsChannel KC	WOW! – {{ }} Comcast – {{ }}

		}}
OC Sports	{{	}}
NY1	{{	}}

With respect to all other networks in which TWC holds an attributable interest, TWC has no information regarding the ad sales granted to each MVPD.

For SportsNet LA, each MVPD carrying the channel receives {{ }} in advertising sales time.

**Response to Specification 7(x):**

TWC will submit a response to this specification shortly in a supplemental production.

**Response to Specification 7(xi):**

With respect to TWC’s wholly owned networks, TWC exercises complete control over the management, operation, production, and distribution of the networks.

With respect to all other networks in which TWC holds an attributable interest:

Sterling Entertainment Enterprises, LLC (SportsNet NY)	{{	}}
The MLB Network, LLC	{{	}}
Nippon Golden Network, Inc.	{{	}}

With respect to SportsNet LA, TWC has no board membership or voting rights.

**Response to Specification 7(xii):**

The consummation of the proposed transaction would have no effect on any of the interests or relationships described above.

**SPECIFICATION 8:**

**Identify each RSN in which the Company, or an officer, director, or executive of the Company holds an attributable interest or distribution rights, and for each provide the following information:**

**(a) a description of each distribution zone or other geographic area in which the RSN is licensed to MVPDs or OVDs, including a description of each zone’s boundaries and a list of each DMA (identified by name and rank) associated with the distribution zone or area;**

**(b) separately for each MVPD or OVD, including but not limited to the Company, that carries or has carried the RSN, the month and year in which the MVPD or OVD began carrying, and if applicable, stopped carrying the RSN; and**

**(c) the identity of each MVPD that serves each DMA in which the RSN is offered that does not distribute the RSN and state the reason you do not license the RSN to each identified MVPD.**

**Response to Specification 8:**

A list of all RSNs in which TWC holds an attributable interest is provided in the bulleted list below. TWC controls the distribution rights for each RSN identified.

- Time Warner Cable Special Events (Spanish language)
- Time Warner Cable Deportes (Spanish language)
- Time Warner Cable SportsNet
- OC Sports (OC 12)
- Time Warner Cable SportsChannel (KC)
- Time Warner Cable SportsChannel (Nebraska)
- Time Warner Cable SportsChannel (Albany)
- Time Warner Cable SportsChannel (Buffalo)
- Time Warner Cable SportsChannel (Rochester)
- Time Warner Cable SportsChannel (Syracuse)
- Time Warner Cable SportsChannel (Cincinnati/Dayton)
- Time Warner Cable SportsChannel (Cleveland/Akron)
- Time Warner Cable SportsChannel (Columbus/Toledo)
- Canal de Tejas (North – Dallas, Waco, El Paso; South – Austin, San Antonio, Corpus, RGV, Laredo) (Spanish language)
- Time Warner Cable SportsChannel (North – Dallas, El Paso; South – Austin, San Antonio, Corpus, RGV)
- Time Warner Cable SportsChannel (Milwaukee, Green Bay)

In addition, TWC is a minority investor in SportsNet New York (26.83% interest). TWC does not control distribution rights in any RSN other than its wholly owned RSNs, but acts as the exclusive advertising and affiliate sales agent and provides certain non-game production and technical services for SportsNet LA. TWC is not aware of any TWC officer, director, or executive who holds an attributable interest or distribution rights in any RSN.

**Response to Specification 8(a):**

**TWC SportsNet/Deportes DMA Distribution**

DMA List - National Rank; RSN zones listed in parenthesis

Los Angeles DMA (#2)

- Counties: Los Angeles (1), Orange (1), Ventura (1), Kern (East) (1), San Bernadino (1), Inyo (2), Esmeralda (3)

San Diego DMA (#28)

- Counties: San Diego (2)

Las Vegas DMA (#40)

- Counties: Clark (3), Nye (3), Lincoln (3)

Fresno-Visalia DMA (#54)

- Counties: Tulare (2), Fresno (2), Kings (2)

Honolulu DMA (#66)

- State of Hawaii (3)

Reno DMA (#106)

- Counties: Mono (2)

Santa Barbara-Santa Maria-San Luis Obispo DMA (#124)

- Counties: San Luis Obispo (1), Santa Barbara (1)

Monterey –Salinas DMA (#125)

- Counties: Monterey (2)

Bakersfield DMA (#126)

- Counties: Kern (West) (1)

Palm Springs DMA (#146)

- Counties: Riverside (1)

Yuma, AZ –El Centro DMA (#166)

- Counties: Imperial (2)

**SportsNet LA DMA Distribution**

DMA List - National Rank; RSN zones listed in parenthesis

Los Angeles DMA (#2)

- Counties: Los Angeles (1), Orange (2), Ventura (1), Kern (East) (1), San Bernadino (1), Inyo (2), Esmeralda (3)

Las Vegas DMA (#40)

- Counties: Clark (3), Nye (3), Lincoln (3)

Fresno-Visalia DMA (#54)

- Counties: Tulare (2), Fresno (2), Kings (2)

Honolulu DMA (#66)

- State of Hawaii (3)

Reno DMA (#106)

- Counties: Mono, CA (2)

Santa Barbara-Santa Maria-San Luis Obispo DMA (#124)

- Counties: San Luis Obispo (1), Santa Barbara (1)

Monterey –Salinas DMA (#125)

- Counties: Monterey (2)

Bakersfield DMA (#126)

- Counties: Kern (West) (1)

Palm Springs DMA (#146)

- Counties: Riverside (1)

OC Sports DMA Distribution List

DMA List - National Rank

Honolulu DMA (#66)

- State of Hawaii

TWC Sports Channel KC DMA Distribution List

DMA List - National Rank

Kansas City DMA (#33)

Wichita-Hutchinson DMA (#65)

Topeka DMA (#135)

Joplin-Pittsburg DMA (#151 - Kansas only)

As a minority interest holder in SportsNet NY, TWC is not aware of the zone structure that applies to MVPDs that carry the service. {{

}}

**Response to Specification 8(b):**

TWC commenced carrying all of its wholly owned RSNs at the time of each network’s launch, as listed below.

<b><u>Launch Dates of TWC Wholly Owned Channels</u></b>	
<b>Channel</b>	<b>Launch Date</b>
Time Warner Cable SportsNet / Time Warner Cable Deportes	October 2012
OC Sports (Hawaii)	August 2011
Time Warner Cable SportsChannel (KC)	1996
TWC SportsChannel (Albany)	September 2010
TWC SportsChannel (Buffalo)	November 2007
TWC SportsChannel (Rochester)	December 2006
TWC SportsChannel (Syracuse)	October 2003
TWC SportsChannel (Nebraska)	November 2010
TWC SportsChannel (NC-Raleigh, Charlotte, Greensboro, Wilmington; SC-Columbia, Florence, Myrtle Beach)	August 2014
TWC SportsChannel (Cincinnati/Dayton)	September 2012
TWC SportsChannel (Cleveland/Akron)	September 2012
TWC SportsChannel (Columbus/Dayton)	September 2012
TWC SportsChannel (North-Dallas, El Paso; South-Austin, San Antonio, Corpus, RGV)	August 2012
TWC SportsChannel (Milwaukee, Green Bay)	January 2007
Time Warner Cable Special Events (Spanish language)	TWC started carrying the Spanish-language games from Fox in April 2010
Canal de Tejas (North – Dallas, Waco, El Paso; South – Austin, San Antonio, Corpus, RGV, Laredo) (Spanish language)	TWC started carrying the Spanish-language games from Fox in April 2010

TWC SportsNet/Deportes – All distributors that carry these services commenced carriage in October or November of 2012. Champion Broadband discontinued carriage in April of 2015, when it went out of the video business.

SportsNet LA – TWC and Bright House commenced carriage in February of 2014. Champion Broadband commenced carriage in March of 2014 and discontinued carriage in April of 2015, when it went out of the video business. Charter commenced carriage in June of 2015.

OC Sports – Hawaiian Telcom commenced carriage in September of 2011.

TWC SportsChannel KC – To the best of TWC’s knowledge, Comcast commenced carriage in 2002, and WOW! commenced carriage in 2006.

SportsNet New York – TWC commenced carriage in March 2006. TWC does not have access to this information for other MVPDs.

**Response to Specification 8(c):**

Time Warner Cable SportsNet/Deportes DMA Distribution – The following MVPDs have chosen not to sign a carriage agreement:

- Los Angeles DMA – {{ }}
  - San Diego DMA – {{ }}
  - Las Vegas DMA – {{ }}
  - Fresno-Visalia DMA – {{ }}
  - Honolulu DMA – {{ }}
  - Reno DMA – {{ }}
  - Santa Barbara-Santa Maria-San Luis Obispo DMA – {{ }}
  - Monterey –Salinas DMA – {{ }}
  - Bakersfield DMA – {{ }}
  - Palm Springs DMA - {{ }}
  - Yuma, AZ –El Centro DMA – {{ }}

{{

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SportsNet LA DMA Distribution – The MVPDs identified below have chosen not to sign a carriage agreement. TWC has offered to enter into binding arbitration for a carriage agreement with any distributor regarding SportsNet LA.

- Los Angeles DMA – {{ }}
- Las Vegas DMA – {{ }}
- Fresno-Visalia DMA – {{ }}
- Honolulu DMA – {{ }}

- Reno DMA – {{ }}
- Santa Barbara-Santa Maria-San Luis Obispo DMA – {{ }}
- Monterey –Salinas DMA – {{ }}
- Bakersfield DMA – {{ }}
- Palm Springs DMA – {{ }}

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OC Sports DMA Distribution – The following MVPDs have chosen not to sign a carriage agreement:

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}}

TWC Sports Channel KC DMA Distribution List – The following MVPDs have chosen not to sign a carriage agreement:

- Kansas City DMA – {{ }}
- Wichita-Hutchinson DMA – {{ }}
- Topeka DMA – {{ }}

{{

}}

As a minority interest holder, TWC does not have responsive information related to SportsNet New York within its possession, custody, or control.

**SPECIFICATION 9:**

**Describe any discussions and provide all documents relating to deliberations and decisions to create, launch, acquire, or distribute any RSN identified in response to Request 8 or in which the Company, or an officer, director, or executive of the Company, or any entity sharing officers, directors, executives, or attributable interest holders with New Charter, would hold an attributable interest or distribution rights.**

**Response to Specification 9:**

TWC will submit a response to this specification shortly in a supplemental production.

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 10:**

**Identify each instance, including the relevant dates, where an MVPD has discussed with you or any of your officers, directors, or executives raising, threatened to raise, or has raised, a program access complaint as a means to obtain the right to distribute video programming in which you or any of your officers, directors, or executives, or any entity sharing officers, directors, executives or attributable interest holders with New Charter, has an attributable interest or has distribution rights, including via VOD and PPV, and separately for each type of video programming (i.e., standard or high definition), describe:**

**(a) the nature of the dispute or issue;**

**(b) the persons involved in the dispute; and**

**(c) how and whether the dispute or issue was resolved. To the extent the dispute was settled, explain whether the settlement required program access to the complaining party, and produce all documents relating to each instance identified, and any settlement thereof.**

**Response to Specification 10:**

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All non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.



For Carriage of OC Sports:

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For Carriage of Certain University of Hawaii Athletic Events on Pay-Per-View:

12. {{

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For Carriage of Time Warner Cable SportsChannel KC:

13. {{

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14. {{

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For Carriage of Time Warner Cable News NY1:

1. {{

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The following provides a timeline of the negotiations with video distributors for TWC's video programming:

SNLA Carriage Negotiations {{

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TWCSN/Deportes Carriage Negotiations {{

}}

OC Sports Carriage Negotiations {{

}}

TWC Sports Channel KC Negotiations {{

}}

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 12:**

**For each RSN you manage or in which you have a position on the board of directors or hold an ownership interest or distribution rights, describe and produce supporting documentation that shows: (i) the RSN’s structure and ownership, including the identity and percentage of ownership of each owner with an Attributable Interest; (ii) your role in the RSN’s management, including whether you hold any board representation, management rights, voting rights, veto power or supermajority or other investor protections over business decisions; (iii) your involvement in distribution negotiations with other persons, including with MVPDs or OVDs; (iv) the RSN’s strategic decisions in which you have played a role; (v) your compensation or revenues derived from the RSN; and (vi) how the compensation or revenues are determined, including whether the compensation or revenues are based on a revenue share, fixed payments, or per subscriber fee.**

**Response to Specification 12:**

The assets and operations of all TWC RSNs other than TWC SportsNet, TWC Deportes, SportsNet LA, and SportsNet NY (in which TWC holds an attributable interest) are held by TWC News and Local Programming LLC, which is an indirect, wholly owned subsidiary of the Company. TWC provides the certificate of formation for TWC News and Local Programming LLC as Exhibit 12-03. The Company, as sole owner of these RSNs, exercises complete control over their management, distribution negotiations, and strategic decisions. *See* Exhibit 12-05 for a response to subparts (v) and (vi).

The assets and operations of TWC SportsNet and TWC Deportes are held by TWC Regional Sports Network I LLC, which is an indirect, wholly owned subsidiary of the Company. The certificate of formation for TWC Regional Sports Network I LLC has been provided as Exhibit 12-04. The Company, as sole owner of these RSNs, exercises complete control over their management, distribution negotiations and strategic decisions. *See* Exhibit 12-05 for a response to subparts (v) and (vi).

SportsNet LA is wholly owned by American Media Productions, LLC (“AMP”), which is a subsidiary of Guggenheim Partners, LLC, the group that owns the Los Angeles Dodgers. {{

}} have been provided as Exhibits 12-01 and 12-02, respectively. *See* Exhibit 12-05 for a response to subparts (v) and (vi).

TWC owns 26.83% of SportsNet NY. {{

}} TWC exercises no control over the management,

distribution negotiations and strategic decisions of SportsNet NY. *See* Exhibit 12-05 for a response to subparts (v) and (vi).



9. {{

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For Carriage of Time Warner Cable SportsNet LA:

10. {{

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11. {{

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12. {{

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For Carriage of OC Sports:

13. {{

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For Carriage of Certain University of Hawaii Athletic Events on Pay-Per-View:

14. {{

}}

For Carriage of Time Warner Cable SportsChannel KC:

15. {{

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16. {{

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***Copies of marketing materials and model licensing agreement.***

TWC is also providing as Exhibits 13-27 and 13-28 the model licensing agreements for TWC SportsNet/Deportes that TWC has used in its negotiations with MVPDs. {{

}}

***Terms and conditions of Charter offers and agreements***

Charter carries three of TWC’s RSNs: TWC SportsNet and Deportes (which are licensed together under the same agreement, entered into in 2012), and SportsNet LA (which agreement was entered into in June 2015). {{

}}

***Cases where no agreement had been reached***

In the following instances, TWC commenced negotiations with an MVPD or OVD for carriage of a relevant RSN but no agreement was reached. TWC has offered to enter into binding arbitration for a carriage agreement with any distributor regarding SportsNet LA. The reason for failing to reach an agreement and the current status of any negotiations are indicated for each:

SportsNet LA:

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TWC SportsNet/Deportes

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SportsChannel KC

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***Efforts to provide free airing of SportsNet LA content***

TWC entered into a carriage arrangement with KDOC, an independent local broadcast station in the Los Angeles DMA to air the last six games of the Dodgers’ 2014 regular season.

See Exhibits 13-01 to 13-26 for copies of the agreements referenced above and other documents responsive to this specification.

**SPECIFICATION 14:**

**Submit one copy of each agreement between you and:**

**(a) any owner of a TWC RSN; and**

**(b) any sports team that is a member of, Major League Baseball, the National Basketball Association, the National Football League, the National Hockey League, NASCAR, NCAA Division I Football, or NCAA Division I Basketball, whose content is distributed on any TWC RSN.**

**Submit all documents containing communications between TWC and the Marquee Sports League whose content is distributed through any TWC RSN regarding licensing to or distribution with any MVPDs and OVDs.**

**Response to Specification 14:**

*See Exhibits 14-01 to 14-40 for information responsive to this request.*

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 15:**

**Identify each instance in which the Company analyzed or considered introducing or acquiring an OVD service (including in-footprint service or out-of-footprint service) and for each such instance:**

- (a) describe the timing of the analysis or consideration;**
- (b) describe the service, including content, projected prices, and customers to which it would be offered, including whether the intended customers would be existing customers, other customers within your footprint, and customers outside your footprint;**
- (c) discuss any decision made and the reasons for the decision or factors considered;**
- (d) identify all employees or agents of the Company involved in the analysis or consideration;**
- (e) provide all documents related to the analysis and consideration; and**
- (f) identify documents sufficient to support your answers for each (a), (b), (c), and (d) above.**

**Response to Specification 15:**

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*See TWC's response to Specification 3(d), and the exhibits cited therein, for additional information responsive to this specification. TWC has provided non-privileged documents responsive to this specification in its documentary response.*

**SPECIFICATION 16:**

**Submit all documents discussing: the CBS All Access service; Comcast’s Stream service; DISH’s Sling TV service; HBO Now; Sony Entertainment Network’s Vue service; or any over-the-top video streaming service that may be offered by you or another person.**

**Response to Specification 16:**

TWC has provided non-privileged documents responsive to this specification in its documentary response.

**SPECIFICATION 17:**

**Describe, and provide documents sufficient to show, how the Company determines whether to carry a particular non-broadcast programming network on its own systems in what geographic areas and on which tiers that network would be carried, including the extent to which carriage decisions are made at the corporate level or by an individual system manager (include the identity of specific decision makers), and factors considered by the Company in making its carriage decisions. Explain and provide examples of how the Company evaluates potential replacements for any non-broadcast programming network, including, but not limited to:**

- (i) the geographic areas in which it will offer the replacement non-broadcast programming network;**
- (ii) the metrics used; and**
- (iii) how the Company evaluates potential subscriber losses for not carrying a specific non-broadcast programming network in a market.**

**Response to Specification 17:**

TWC seeks to give its video customers access to a diverse and compelling mix of programming while ensuring appropriate value in making programming acquisition decisions. TWC’s programming department (based at TWC’s New York City headquarters) negotiates programming carriage on behalf of all of TWC’s cable systems. Programming providers (particularly those that control bundles of popular national networks) possess substantial leverage to insist on key terms and conditions regarding the distribution of their content, and TWC’s carriage negotiations occur against that backdrop. TWC attempts to secure carriage of programming of interest to its customers on reasonable terms, but sometimes is unable to do so at all and sometimes may be compelled to carry certain networks on disadvantageous terms.

TWC’s head programming executive is Melinda Witmer, and her principal deputies are Andrew Rosenberg and Michael Angus. In deciding whether to acquire or replace particular programming from a cable programming vendor, whether on a national or regional basis, and in making determinations as to the tiers on which to place such programming, TWC’s programming personnel rely on several factors, as described below. Importantly, however, in exercising its editorial discretion over the programming it provides to subscribers, TWC cannot reduce to a formula its constitutionally protected, content-based judgments about what programming will appeal to its customers and what pricing proposals will deliver adequate value to consumers. For example, of the illustrative factors listed below, some are likely to be given more weight than others in particular cases, and the weighting will vary heavily depending on the context. Subject to those caveats, illustrative factors that bear on TWC’s programming acquisition decisions include the following:

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*See Exhibits 17-01 and 17-02 for documents responsive to this request.*

**SPECIFICATION 18:**

**List and describe all requests for program carriage that were denied and, for each request, state:**

**(a) the date of the request and the reasons why you denied the request; and**

**(b) the identity of the video programming at issue including the genre of the video programming (i.e., RSN, news, educational, general entertainment, etc.) offered.**

**Response to Specification 18:**

As noted in response to Specification 17, TWC negotiates program carriage in an environment where programming providers possess substantial leverage to insist on key terms and conditions regarding the distribution of their content. TWC seldom is in a position to make unilateral decisions regarding carriage of such programming. Subject to that caveat, *see* Exhibit 18-01 for information responsive to this request.



**SPECIFICATION 20:**

**Identify each communication between the Company and any other MVPD regarding distribution of any video programming other than video programming owned by a party to the communication. Describe each communication, including subject matter, information provided by the Company, received by the Company, any other MVPDs mentioned, and future plans or strategies discussed in the communication. Provide all documents containing or reflecting any communication between you and any other MVPD relating to the distribution of any video programming, including but not limited to RSNs, other than video programming owned by a party to the communication.**

**Response to Specification 20:**

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**SPECIFICATION 21:**

**Identify each instance since January 1, 2010, in which the Company obtained a reduction in the per-subscriber fee paid for any programming (including through the acquisition or sale of or affiliation with any MVPD or video programming network) and for each such instance: a) describe the circumstances; b) state whether the Company passed through cost savings to residential subscribers as lower monthly fees, moving the network to a less costly tier, or in any other way; and c) produce all documents discussing cost savings, including how they were passed through to subscribers.**

**Response to Specification 21:**

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**SPECIFICATION 22:**

**Submit all documents relating to any plans of, interest in, or efforts undertaken by the Company or any other person for any acquisition, divestiture, joint venture, alliance, or merger of any kind involving the sale of any relevant service other than the Transaction. Describe, and identify documents sufficient to show each instance when the Company attempted to partner with another MVPD to achieve joint objectives, including but not limited to, attempts to launch or deploy a coordinated or joint OVD service, business services, reciprocal access to Wi-Fi networks, out of home data access service, or mobile wireless service (e.g., sales agent, reseller, mobile virtual network operator). In the description, state the results of each instance and the reasons for its success or failure.**

**Response to Specification 22:**

During the relevant time period, TWC has attempted to partner with another MVPD to achieve joint objectives in the following instances:

- *Bright House Networks*. For more than twenty years, based on the relationship between TWC and Advance/Newhouse, TWC and BHN have collaborated on a variety of matters, including programming negotiations and network engineering. TWC {{

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- *Canoe*. Canoe Ventures was a joint venture launched by the six largest cable operators in 2008 to offer advanced advertising services (primarily interactive advertising, but also addressability, and VOD insertion). Canoe encountered numerous challenges due in part to varying degrees of digital capabilities and other technology differences across the cable companies. The joint venture launched an Interactive TV product in 2010 that allowed viewers to request more information, coupons or product samples. However,

acceptance of the service was limited and the joint venture ceased operations of the Interactive TV product in 2012.

In early 2013, Time Warner Cable and Comcast led an effort to reevaluate *Canoe Ventures* and decided that the venture should focus on just one thing—enabling dynamic video on demand ad insertion for programmers. The rationale for this was that if the cable industry could not enable effective monetization for programmers—on par with what programmers could achieve by putting their content on the Internet—then programmers would not voluntarily choose to put their most high value content on cable video on demand. Canoe has subsequently helped a number of cable companies, including Time Warner Cable, deliver the promised ad insertion capabilities to key programmers.

- *National Enterprise Customers.* TWC and Comcast discussed partnering to serve large and/or national businesses that require services outside of each company’s service area. {{

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- *CableWiFi.* See TWC’s response to Specification 3(b) regarding TWC’s efforts with other cable operators to construct a nationwide WiFi network. {{

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*See Exhibits 22-01 to 22-02 for information responsive to this specification. If additional non-privileged documents potentially responsive to the specification are identified, they will be submitted shortly in a supplemental document production.*

**SPECIFICATION 23:**

**Describe, and produce all documents relating to your:**

- (a) plans with respect to television set-top boxes;**
- (b) plans to enable or permit the use of third party applications on set-top boxes;**
- (c) criteria for determining which third party applications to permit or enable;**
- (d) plans for developing set-top-boxes, programming guides, recommendation software, and user interface systems; and**
- (e) policies and plans to integrate OVDs into the Company’s set-top box, programming guide, or recommendation software, including your criteria for determining which OVDs to integrate.**

**Identify documents sufficient to support each of your answers.**

**Response to Specification 23:**

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TWC also plans to continue to roll out digital transport adapters (DTAs) to allow subscribers with analog televisions (and who do not subscribe to higher-tier video services) to receive digital channels.

In addition, TWC continues to support CableCARD-compatible devices, such as TiVos, and it has developed its own applications to enable customers to receive TWC's video programming services via a variety of retail devices, including Roku and Xbox devices.

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*See* TWC's response to Specification 3(h), and the exhibits cited therein, for additional information regarding TWC's plans for user interfaces and programming guides responsive to this specification.

**SPECIFICATION 24:**

**Describe, and produce all documents relating to, reflecting, or describing, the Company's pricing of integrated and unintegrated cable modems, and billing policies and practices, in effect at any time between January 1, 2012 and the present.**

**Response to Specification 24:**

Exhibit 24-01 provides detailed information regarding TWC's pricing of leased cable modems during the relevant time frame. Before March 2012, TWC did not separately charge subscribers for the lease of a cable modem. A separate line-item charge appears on subscriber bills when the modem lease fee applies, and such a line-item charge has been used since TWC began implementation of the modem lease fee in March 2012. The line item does not appear on the bills of unaffected subscribers—*i.e.*, subscribers who purchase their own compatible cable modem rather than leasing a device from TWC, and subscribers who do not purchase broadband Internet access service from TWC.

*See* TWC's response to Specification 25 for additional information responsive to this specification. *See also* TWC-DOJ-05010003 through TWC-DOJ-05013416 and TWCable-DOJ-000680069 through TWCable-DOJ-000681290 for copies of TWC's rate cards. TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 25:**

**Separately for each cable modem billing policy or practice identified state:**

- (a) when the Company established the policy or practice and the reasons for the policy or practice and altering or abandoning any prior policy or practice;**
- (b) any change to the policy or practice that has occurred at any time since January 1, 2012, including but not limited to, the date when the change in policy or practice took effect and the reasons for the change; and**
- (c) all effects that the transaction, if consummated, would have on any policy or practice.**

**Response to Specification 25:**

TWC began implementation of the modem lease fee in March 2012 and completed rollout across its footprint in the first quarter of 2014. TWC has not altered or abandoned its billing policy since that time.

[[

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See TWC's response to Specification 24, and the exhibit cited therein, for additional information responsive to this specification.

**Response to Specification 25(b):**

TWC has not altered or abandoned its billing policy with respect to cable modems since it began implementation of the policy in March 2012.

**Response to Specification 25(c):**

Charter has stated that it intends to offer residential broadband Internet access service without modem fees following consummation of the merger. See *Application of Charter Communications, Inc., Time Warner Cable Inc., and Advance/Newhouse Partnership for*

*Consent to the Transfer of Control of Licenses and Authorizations*, Public Interest Statement, MB Docket No. 15-149, at 3 (filed June 25, 2015). TWC otherwise does not have non-privileged information responsive to this request within its possession, custody, or control. TWC respectfully submits that Charter alone possesses the information necessary to respond to this request.

**SPECIFICATION 26:**

**State whether, at any time since January 1, 2012, you have included a separate line-item fee for a cable modem that the Company leases, sells, or otherwise provides to Internet access service subscribers on the subscriber's bill. If so, state the amount and frequency of the fee for each cable modem model and provide documents sufficient to show such charges as they were reflected on subscriber bills.**

**Response to Specification 26:**

A separate line-item charge appears on subscriber bills when the modem lease fee applies, and such a line-item charge has been used since TWC began implementation of the modem lease fee in March 2012. The line item does not appear on the bills of unaffected subscribers—*i.e.*, subscribers who purchase their own compatible cable modem rather than leasing a device from TWC, and subscribers who do not purchase broadband Internet access service from TWC. The modem lease fee does not vary based on the model of modem leased to the subscriber. *See* TWC's response to Specification 24, and the exhibit cited therein, for additional information responsive to this request.

*See* Exhibit 26-01 for information responsive to this request. *See also* TWC-DOJ-05010003 through TWC-DOJ-05013416 and TWCable-DOJ-000680069 through TWCable-DOJ-000681290 for copies of TWC's rate cards.

**SPECIFICATION 27:**

**State whether, at any time since January 1, 2012, you have provided any service discount or account credit to an Internet access service subscriber that uses a non-Company-provisioned cable modem, and if so, the amount and frequency of that discount or credit. Provide documents sufficient to show such charges as they were reflected on subscriber bills.**

**Response to Specification 27:**

TWC does not provide, and has never provided, a “service discount or account credit” to subscribers that use non-TWC cable modems. Rather, subscribers who do not lease a cable modem from TWC (because they rely on a compatible device purchased at retail) are not subject to the modem lease fee that would apply in the event they leased a TWC-provided modem. TWC has identified no documents responsive to this specification.

**SPECIFICATION 28:**

**Produce all documents presented to or in the possession of your officers, directors, or executives relating to subscriber access to edge provider content that reference:**

- (i) congestion experienced while using the Company’s Internet access service;**
- (ii) whether, how and how much the quality of service of the Company’s Internet access service affects subscriber churn and retention and the acquisition of new subscribers; and**
- (iii) how subscriber demand for edge provider services affects demand for Internet access service.**

**Response to Specification 28(i):**

All non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 28(ii):**

TWC has provided non-privileged documents responsive to this specification in its documentary response.

**Response to Specification 28(iii):**

TWC has provided non-privileged documents responsive to this specification in its documentary response.

**SPECIFICATION 29:**

**Describe, and produce all documents relating to the policies, procedures and practices the Company follows in processing trouble or incident reports from edge providers or subscribers concerning the Company’s Internet access services.**

**Response to Specification 29:**

Internet Access Service Subscribers. Subscribers of TWC’s Internet access services can attempt to resolve and/or report problems with their Internet services through a number of channels. For outage detection or basic troubleshooting, customers can access: (i) TWC’s Interactive Voice Response (IVR) system; (ii) TWC.com technical support; or (iii) TWC Mobile Application Technical Support. Customers also can communicate with a live agent 24 hours a day, seven days a week at TWC’s call center or on-line chat, or through TWC’s TWC Mobile Application Technical Support.

*Process Flow Summary.* [[

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*Executive Escalations.* [

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Edge Providers. When TWC enters into a peering arrangement with an edge provider, TWC typically works with the provider to establish an operational communications plan (OCP) that outlines the procedures for communications between the network operations centers (NOCs) for the edge provider and TWC for service-affecting network events. Standard OCP procedures are used in most cases, but may be customized during peering agreement negotiations depending on the nature of the peering partner or services covered. An OCP is not a contractual document and is not a requirement for entry into an interconnection arrangement. Moreover, since edge providers can—and do—reach TWC’s network and subscribers without entering into a peering arrangement, edge providers without a formal relationship with TWC are subject to the policies and practices set forth in TWC’s Mass-Market Open Internet Transparency Disclosures.

*Process Flow Summary.* [[

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*Executive Escalations.* [

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All non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 30:**

**Submit:**

**(a) one copy of the Company’s Form 477 data filing for December 2013, June 2014, and December 2014, and, for the duration of this proceeding, supply any updates to these data or any new data filings; and**

**(b) one copy of the Company’s December 2013 and June 2014 State Broadband Initiative data and, for the duration of this proceeding, any updates to these data or any new data filings.**

**Response to Specification 30(a):**

*See Exhibit 30a for information responsive to this specification.*

**Response to Specification 30(b):**

*See Exhibits 30b-01 and 30b-02 for information responsive to this specification.*

**SPECIFICATION 31:**

**Describe the Company’s former, current and future plans to enter term contracts with subscribers or impose early termination fees in connection with cable services, whether sold as bundled services or standalone services, including:**

- (a) description of any term contracts or early termination fee policies implemented Company-wide;**
- (b) a description of all contract and early termination fee test or pilot programs conducted by the Company;**
- (c) a description of the results and findings of these test or pilot programs, including any increase in contract adoption by customers in test or pilot program areas versus those not in such areas;**
- (d) a description of any future term contract or early termination fee test or pilot programs; and**
- (e) a description of any planned Company-wide initiatives to use contracts or early termination fees.**

**Response to Specification 31(a):**

TWC has not used and does not use term contracts or impose early termination fees in the provision of its residential cable services during the relevant time frame and therefore has no Company-wide policies related to such contracts or fees.

**Response to Specification 31(b):**

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**Response to Specification 31(c):**

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**Response to Specification 31(d):**

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**Response to Specification 31(e):**

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**SPECIFICATION 32:**

**For each relevant service, standalone services and bundled services, produce**

- (i) one copy of all current selling aids and promotional materials; and**
- (ii) all documents discussing marketing or advertising plans and strategies.**

**Response to Specification 32(i):**

Documents Bates-stamped TWCable-DOJ-000688445 through TWCable-DOJ-000688793 provide information regarding TWC’s residential services requested by this specification. At Bates numbers TWCable-DOJ-000688467 through TWCable-DOJ-000688607 (DOJ Exhibit 17A), TWC provides four presentation decks describing its shared mail for September 2014, its direct marketing strategic initiatives for the second quarter of 2015, and TWC’s direct mail and ad pages for September 2015. At Bates numbers TWCable-DOJ-000688608 through TWCable-DOJ-000688704 (DOJ Exhibit 17B), TWC provides direct mailing materials for September 2015. At Bates numbers TWCable-DOJ-000688705 through TWCable-DOJ-000688793 (DOJ Exhibit 17C), TWC provides printed promotional material circulated since October 1, 2014 in connection with TWC-owned video programming, including TWC’s RSNs. RSN promotional material is provided at Bates numbers TWCable-DOJ-000688705 through TWCable-DOJ-000688737 within this latter set of documents. In addition, at Bates numbers TWCable-DOJ-000688445 through TWCable-DOJ-000688466 (DOJ Exhibit 17D), TWC provides a presentation deck describing TWC’s cable sports advertising materials.

TWC has provided additional non-privileged documents responsive to this specification in its documentary response.

**Response to Specification 32(ii):**

TWC has provided non-privileged documents regarding TWC’s residential services responsive to this specification in its documentary response. Non-privileged documents requested in the specification regarding TWC’s commercial services will be submitted shortly in a supplemental document production.

**SPECIFICATION 33:**

**Produce all documents created or received by the Company relating to or discussing the Company’s or any person’s prices; pricing plans; pricing policies; pricing lists; pricing forecasts; pricing strategies; pricing analysis; introduction of new pricing plans or promotions; bundled pricing, including analysis of the profitability of bundles and their impact on customer retention; and pricing decisions relating to each relevant service.**

**Response to Specification 33:**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 34:**

**Describe, and produce all documents relating to, data caps and usage-based pricing of residential broadband services, including but not limited to:**

- (i) data caps imposed for each tier of Internet access service in any relevant area, the criteria used for imposing the data caps and the criteria used to set the data cap thresholds;**
- (ii) the size of the data cap and the price of Internet access service both with and without the data cap;**
- (iii) the Company's use of usage-based pricing (UBP) and the rationale for the Company's imposition of UBP;**
- (iv) non-broadband Internet Access data services, including video programming subject to, and not subject to, a data cap;**
- (v) the cost, detriments and benefits to the Company and to the Company's residential subscribers of offering Internet access service with data caps or UBP, including the effect of the data caps or UBP on the Company's network;**
- (vi) the effect of the data cap or UBP on customer's behavior (e.g., downloading of OVD content, purchase of the Company's PPV and VOD services);**
- (vii) the effect of the data cap or UBP on competition for any relevant service and persons who provide video programming;**
- (viii) whether different data cap or UBP trials are planned, and if so, a description and timetable for each; and**
- (ix) the findings or results of all trials, studies, or research related to data caps or UBP.**

**Response to Specification 34:**

TWC has provided non-privileged documents responsive to this specification in its documentary response.

TWC does not impose data caps or utilize usage-based pricing (UBP) for any residential broadband Internet access service tier. On February 27, 2012, TWC launched a program called *Essentials Internet*, which allows subscribers who use less data to opt for a less expensive Internet plan. *Essentials Internet* currently is available throughout the TWC footprint.

*Essentials Internet* is a voluntary, opt-in program that gives customers on TWC's low-cost, low-speed plans—its Everyday Low Price (retail price of \$14.99 per month), Basic (retail price of \$47.99 per month), and Standard (retail price of \$57.99 per month) plans—the ability to choose an Internet plan with a lower data allotment and price point. In Maxx markets, the Standard

Internet plan is called Extreme. In those markets, *Essentials Internet* also is available as an opt-in program for the Extreme plan in addition to the Everyday Low Price plan and the Basic plan.

Customers on these plans who select *Essentials Internet* can choose from two options: (1) *Essentials* Plan 1, which has a five gigabyte monthly data allotment and is available at an \$8 discount off of the customer's regular Internet price; and (2) *Essentials* Plan 2, which has a 30 gigabyte monthly data allotment and is available at a \$5 discount off of the customer's regular Internet price. *Essentials Internet* is not available to subscribers on higher-cost, higher-speed Internet plans. In non-Maxx markets, these higher-cost, higher-speed Internet plans include TWC's Turbo, Extreme and Ultimate. In Maxx markets, these higher-cost, higher-speed Internet plans include Ultimate 100, Ultimate 200, and Ultimate 300.

Once a customer chooses an *Essentials* plan, the customer has a grace period of two billing cycles to determine if the plan is appropriate. If the customer goes over the limit during the grace period, the customer is not charged an overage fee. After the two-month grace period, customers who exceed the data allotment can continue to use the service at a rate of \$1.00 per gigabyte over the allotment. While TWC caps the overage fee at \$25 per billing cycle, it does not cap or throttle usage. The *Essentials* plan is flexible, allowing customers the ability to switch off the plan and avoid overages if they see they are going to go over their usage allotment in a given month.

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**SPECIFICATION 35:**

**For each ZIP code in which the Company engaged in UBP, provide:**

- (a) the beginning and end date for when UBP was effective;**
- (b) the rules describing the UBP plan (maximum usage allowance, fee for usage over the allowed amount, etc.);**
- (c) the percentage of the Company’s Internet access service subscribers that were subject to UBP;**
- (d) the revenues that the Company received from subscribers that exceeded their data usage allowance in the month;**
- (e) the number of subscribers that exceeded their data usage allowance in the month; and**
- (f) the average and median number of gigabytes that users exceeding their data usage allowance.**

**Response to Specification 35:**

TWC does not utilize UBP for any residential broadband Internet access service tier. *See* TWC’s response to Specification 34 for information regarding TWC’s *Essentials Internet* program.

**SPECIFICATION 36:**

**Describe, and produce and identify documents sufficient to show:**

**(a) any practices and initiatives in which the Company contacted its Internet access service subscribers relating to the subscriber’s volume of usage of the Company’s Internet access service;**

**(b) any actions taken as a result of the subscriber’s excessive consumption of the Company’s Internet access service; and**

**(c) how the practice described in subpart (a) impacted the subscriber’s usage of the Company’s Internet access service. In your description, indicate the threshold or amount of bandwidth usage or consumption that triggers this contact.**

**Response to Specification 36:**

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}} TWC does not utilize UBP for any residential broadband Internet access service tier. See TWC’s response to Specification 34 for information regarding TWC’s *Essentials Internet* program. TWC’s Acceptable Use Policy (“AUP”) provides that TWC’s HSD service may not be used to engage in any conduct that interferes with TWC’s ability to provide service to others, including the use of excessive bandwidth. TWC’s AUP and Residential Services Subscriber Agreement also state that residential HSD service is not for commercial use. See Exhibits 36-01 and 65a-01 for information responsive to this specification.

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**SPECIFICATION 37:**

**Describe, and produce and identify documents sufficient to show, the Company’s current or past implementation or trials of UBP for residential Internet access service in any relevant service area.**

**Response to Specification 37:**

TWC does not utilize UBP for any residential broadband Internet access service tier. *See* TWC’s response to Specification 34 for information regarding TWC’s *Essentials Internet* program.

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*See* Exhibits 37-01 to 37-07 for documents responsive to this request.

**SPECIFICATION 38:**

**Describe, and produce all documents regardless of date relating to, the usage-based pricing trial that the Company conducted in Beaumont, TX. Include in the description an explanation for why the Company conducted the trial, the results of the trial, and why the Company ended the trial.**

**Response to Specification 38:**

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All non-privileged documents identified through a custodial search requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 39:**

**Describe and produce and identify documents sufficient to show changes, if any, in policies and procedures for technical methods related to edge providers, CDNs, or transit service providers traffic on the Company's Internet access service or Internet backbone services, including but not limited to, methods related to packet classification, admission control and resource reservation, rate control and traffic shaping, congestion management, packet dropping and packet scheduling.**

**Response to Specification 39:**

TWC has not modified its policies and procedures related to Internet interconnection. *See* TWC's response to Specification 40 for a description of the industry-standard practices and techniques that TWC employs on its network. Non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 40:**

**Describe and produce and identify documents sufficient to show the traffic management or engineering tools that identify, inspect, monitor, label, tag, cache, throttle, rate-limit, shape, discard, block or otherwise control Internet traffic on the Company’s network, including but not limited to policies and procedures for managing traffic delivered to and carried by the Company’s networks, including documents that analyze the tradeoffs between allocating differing bandwidth levels, latency, routing assignments or other performance engineering to non-broadband Internet access service data services and whether a particular service qualifies as a non-broadband Internet access service data service, as that term is defined in this Information and Data Request.**

**Response to Specification 40:**

TWC does not employ any traffic management techniques that are intended to throttle, limit, block, or otherwise control Internet traffic on its network to improve or limit performance. TWC employs industry-standard techniques to detect and block malware and to protect network operations. {{

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Additional information responsive to this specification will be submitted shortly in a supplemental production.

**SPECIFICATION 41:**

**Provide a list and produce a copy of all Internet interconnection agreements (and amendments), formal or informal, the Company has entered into with any person (including CDNs, edge providers, Internet access service providers and Internet backbone services providers) that are currently in effect or entered into since January 1, 2013. For each person on the list, identify and describe the number of ports, capacity, utilization/congestion, whether the interconnection is peering or transit service traffic, whether the traffic must be localized, and the financial terms associated with each interconnection agreement.**

**(a) Produce all documents discussing factors the Company considers or considered in negotiating the terms of any interconnection agreement; and**

**(b) Provide a list of all Internet interconnection agreements entered into or amended after September 11, 2014. If amended, describe the content of the amendment.**

**Response to Specification 41:**

*See Exhibit 41-01 for information responsive to this specification. For copies of TWC's interconnection agreements, see Exhibit 41-02 and documents Bates-numbered TWC DOJ CID 00000001 through TWC DOJ CID 00000455, TWC-DOJ-00033094 through TWC-DOC-00331126, TWC-DOJ-00330929 through TWC-DOJ-00330947, TWC-DOJ-00900129 through TWC-DOJ-00920137, TWC-DOJ-00914904, TWC-DOJ-05338732 through TWC-DOJ-05338786, TWCable-DOJ-000000537 through TWCable-DOJ-000000545, and TWCable-DOJ-000688800 through TWCable-DOJ-000688806.*

**Response to Specification 41(a):**

TWC has provided non-privileged documents responsive to this specification in its documentary response.

**Response to Specification 41(b):**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 42:**

**Describe your Internet backbone in the United States, including identifying and describing all routes, capacity, and each IP point of presence. Identify and describe any fiber (owned or leased), including name of vendor used to transmit data between one IP point of presence and another IP point of presence within the Company’s network. For each IP point of presence for your Internet backbone network located in the United States, identify the owner or name of the IP point of presence (e.g., Equinix) and the geographic location (e.g., Ashburn, VA).**

**Response to Specification 42:**

Document Bates-stamped TWCable-DOJ-000003211 through TWCable-DOJ-000003213 provides the information requested regarding TWC’s national Internet backbone. The first page is a map that shows a topological view of TWC’s national Internet backbone, not including regional transport networks and regional IRUs. (The term “IRU” refers to indefeasible rights of use, *i.e.*, bandwidth purchased from the owner of a fiber-optic cable.) The second page document lists the capacities of TWC’s dark fiber intercity IRU segments based on currently installed equipment, *i.e.*, the total lit capacities of each span of TWC’s dark fiber network. The third page provides additional explanatory notes.

Document Bates-stamped TWCable-DOJ-000688797 provides the information requested regarding the IP points of presence on TWC’s Internet backbone in the United States, up to July 31, 2015, in the tab labeled “Peering Matrix.”

**SPECIFICATION 43:****Describe and provide all documents concerning:**

- (a) when and why the Company decided to build an Internet backbone;**
- (b) the Company’s interconnection strategy, and how that strategy may have changed over time;**
- (c) the benefits the Company has identified relating to controlling an Internet backbone; and**
- (d) when the Company’s Internet backbone went into service.**

**Response to Specification 43:**

Like all traditional cable multi-system operators, each of TWC’s cable systems initially was constructed as an independent system, with no connectivity or awareness of any other TWC cable system. With the emergence of DOCSIS in the late 1990s, TWC’s cable systems (“Systems”) had to be connected to obtain Internet access. These Systems were connected by using either plant fiber, third-party indefeasible rights of use (IRUs), or third-party circuit leases to aggregate the Internet traffic into a common regional location. Ultimately, the Systems were connected together in a ring topology. Today, metro rings connect small clusters of Systems together and then larger regional rings connect the different collections of Systems over a large geographic area. An example of a Metro ring would be Raleigh and all of the supporting systems within the Raleigh metropolitan area. An example of a regional ring would be all of the Carolinas, including Raleigh. TWC and other companies that had gone to great expense to build large scale nationwide and global backbones to gain connectivity then purchased transit services to connect to other large scale networks in order to exchange Internet traffic. Today, the IP Backbone connects to the regional networks in the same way that the transit connections did.

Traffic exchange on the modern Internet is done at predetermined locations. They have evolved over time but in the United States there currently are nine main locations that house colocation centers for Internet traffic exchange.<sup>3</sup> In order to be able to exchange Internet traffic, a network has to be built over many thousands of miles between the respective companies’ end users and these nine Internet exchange locations. Miles and capacity translate into infrastructure costs. Either a company builds its own network to the Internet exchange points, or it has to buy the network capacity (via transit services) from another company that has already built that infrastructure. Until approximately 2006, TWC purchased transit from Level 3 and AOL. The transit connections were located at the regional aggregation points that were constructed to distribute traffic to end users.

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<sup>3</sup> The cities are New York City, Washington, DC, Atlanta, Miami, Dallas/Ft. Worth, Chicago, Los Angeles, San Jose, and Seattle.

In August 2006, TWC acquired part of Adelphia Communications properties, which included an Internet Backbone. While the Adelphia Backbone was mature and had many existing interconnects to third parties, it was built for a much smaller company and would not accommodate the size of TWC. In late 2006 and early 2007, TWC researched whether to scale up the Adelphia Backbone in order to support TWC.

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}} TWC completely built a new network and migrated all of the existing Interconnects and end users over to the new network.

In late 2007, when the new TWC Backbone network became active, {{

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From the mid-1990s until 2004, traffic growth was mainly attributed to the addition of new subscribers and the proliferation of peer-to-peer applications indiscriminately using any available bandwidth. Starting in 2004, utilization per subscriber started to increase with the growing popularity of Internet-based video content. By 2008, growth per subscriber became explosive and unpredictable. TWC then became more focused on how to handle the large influx of traffic and the costs associated with moving that traffic over long distances to TWC's end users. A majority of this new type of traffic was not carried over a long distance anymore; it was being generated locally within the Internet Exchange locations. This created an imbalance.

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In 2012, TWC published its peering/interconnect policy, and it has not changed since that time. TWC endeavors to apply the policy in a neutral manner that treats every network fairly. There were (and still are) some networks that were connected that did not meet our policy, and the Company tries to work with each one to come up with an arrangement that is mutually beneficial.

TWC has provided non-privileged documents responsive to this specification in its documentary response.

**SPECIFICATION 44:**

**Produce documents containing written communications between the Company and Netflix, Cogent, Level 3, Akamai, Limelight and Google relating to the negotiation of interconnection agreements.**

**Response to Specification 44:**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 45:**

**Submit all documents relating to the Company’s or any other person’s policy or practice with respect to peering, including, but not limited to, any discussion or consideration of imposing changes or conditions upon peering, including any discussion of the effects of such policy or practice or change in such policy or practice.**

**Response to Specification 45:**

TWC has provided non-privileged documents responsive to this specification in its documentary response.

**SPECIFICATION 46:**

**Identify each person:**

**(a) with whom the Company has replaced a settlement-free peering arrangement with a paid peering or transit service agreement, and describe the reason(s) why the Company replaced the settlement-free arrangement with a paid peering or transit service arrangement; and**

**(b) who at their requestor initiation has replaced a settlement-free peering arrangement with the Company with a paid peering or transit service agreement, and describe any reason(s) offered by that person for replacing the settlement-free peering arrangement with a paid peering or transit service agreement.**

**Response to Specification 46:**

TWC undertakes periodic reviews of its existing interconnection relationships to ensure, among other things, that all of the criteria set forth under its published IPv4 and IPv6 settlement-free peering policy (the “Policy”) continue to be met. When a settlement-free arrangement with a network fails to meet the requirements of the Policy or otherwise fails to make business sense, the Company undertakes a business decision to determine whether a settlement-free peering arrangement should be changed. *See* Exhibit 46-01 for a copy of the Policy, which is publicly available on TWC’s website. In each of the instances below in which TWC initiated a discussion that resulted in the replacement of a settlement-free peering arrangement with a paid arrangement, the Policy formed the basis for TWC’s initiation of discussions to establish alternative terms.

For the period January 1, 2009 to the present, TWC has initiated discussions that resulted in the replacement of a settlement-free peering arrangement with a paid arrangement for the following entities:

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<sup>4</sup> A “sender-pays” agreement is a bilateral peering agreement pursuant to which no settlement will be paid by either party if the traffic ratio is within a certain defined limit. If the traffic ratio from the sender exceeds that limit, then the out-of-balance sender pays a settlement to the other party.

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For the period January 1, 2009 to present, the following entities have initiated discussions with TWC that resulted in the replacement of a settlement-free peering arrangement with a paid arrangement.

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**SPECIFICATION 47:**

**Identify each instance, including the person, date range of the negotiations, and the Company’s personnel involved, and the other person’s negotiating representative, when the Company entered negotiations for interconnection but where negotiations did not result in an agreement. Produce all documents relating to the identified negotiations, including, but not limited to, documents related to the Company’s or any other party’s interconnection policies, strategy, or practices or change in such policies, strategy or practices, such as imposing charges or other conditions and the effects of such changes. Explain and produce all documents relating to how such traffic was delivered to the Company in the absence of an interconnection agreement.**

**Response to Specification 47:**

Since 2009, TWC has entered negotiations for an interconnection agreement where the negotiations did not result in a formal or informal contract with the following parties:

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}} See Exhibit 41-02.

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production. Additional information responsive to this specification will be submitted shortly in a supplemental production.

**SPECIFICATION 48:**

**Describe, and produce and identify all documents sufficient to show:**

**(a) the Company’s policies with respect to upgrading, declining to upgrade, or downgrading interconnections between the Company and any person;**

**(b) the Company’s policies, processes and procedures for addressing congestion at interconnection links, including but not limited to: (1) how far in advance the Company plans for upgrading of interconnection links; (2) the criteria used to determine whether to upgrade capacity when requested, whether requests from settlement-free peers, paid peers, transit service providers, and transit service customers are evaluated using different criteria, and how requests for and installation of upgrades of interconnection links are prioritized; (3) whether the Company seeks to augment capacity when interconnection links reach a certain level of utilization (i.e., 70% utilization) and if so, where that level is set; and (4) the costs, processes, and length of time involved in provisioning additional capacity, including a description of, and how the Company determines, which party should bear which costs;**

**(c) any metrics that the Company uses in order to determine whether to upgrade or downgrade an interconnection (e.g., maximum acceptable network utilization or congestion, maximum acceptable packet loss, port availability, bandwidth capacity at particular points, latency, etc.), including what metrics are gathered and what measurement intervals are used; and**

**(d) any criteria by which the Company chooses a particular type of upgrade or downgrade (e.g., addition or subtraction of an interconnection site, or addition or subtraction of capacity at an existing site).**

**Response to Specification 48:**

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*See* Exhibit 48-01, which provides TWC's internal tracking system for interconnection projects that enter the construction phase.

TWC has provided non-privileged documents responsive to this specification in its documentary response. If other non-privileged documents responsive to the specification are identified, they will be submitted shortly in a supplemental document production.

**SPECIFICATION 49:**

**Identify each instance when a settlement-free peer requested augmentation of interconnection capacity that you did not implement within 90 days and describe the reasons for not augmenting capacity.**

**Response to Specification 49:**

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}} See Exhibit 48-01, which provides TWC's internal tracking system for interconnection projects that enter the construction phase.

**SPECIFICATION 50:**

**List all instances where the Company refused to upgrade an interconnection link or links for the 25 largest networks — measured by maximum capacity usage measured using the industry standard 95th percentile method — that interconnect with the Company, including: (i) the dates of the upgrades or downgrades; and (ii) the amount of capacity requested.**

**Response to Specification 50:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 51:**

**For your 25 largest interconnection partners by traffic volume, provide a complete copy of all paid peering and transit service invoices for services provided from December 31, 2012, through June 30th, 2015. If invoices are provided for a combination of services (e.g., transit service and paid peering), provide an itemized version of each invoice, or explain in detail how the total invoice amount is allocated across services. Submission for the Request should be submitted separately from any document load file and be in an OCR searchable PDF and the invoices should be organized by interconnection partner.**

**Response to Specification 51:**

*See Exhibits 51-001 through 51-151 for information responsive to this specification.*

**SPECIFICATION 52:**

**Describe, and provide and identify documents sufficient to show:**

- (a) the number of individuals employed by the Company to sell interconnection service (“interconnection sales people”);**
- (b) the job description of an interconnection sales person, including a copy of their work plan;**
- (c) the manner in which interconnection sales people are compensated, including whether it involves a sales-based bonus and how any bonuses are calculated;**
- (d) the manner in which interconnection sales people’s performance, either individually or as a whole, is evaluated;**
- (e) the content of a performance review for an interconnection sales person;**
- (f) whether interconnection sales people have individual or collective sales targets, and if so, how those targets are measured;**
- (g) the amount of sales based compensation paid to your interconnection sales people in total and on average per sales person for each quarter;**
- (h) any planned modifications to the sales or other metric targets for your interconnection sales people; and**
- (i) whether the Company has plans for hiring additional interconnection sales people and if so, estimates on hiring growth.**

**Response to Specification 52(a):**

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**Response to Specification 52(b):**

The job description of the Internet Interconnection Carrier Account Manager position is provided below. TWC does not maintain a “work plan” for this position.

Job Title

Carrier Account Manager

\*Posting Job Description

The Time Warner Cable Corporate office currently seeks a Carrier Account Manager for our Carrier Services National Sales Department. Below please

find a brief description of the essential duties and responsibilities required to function successfully in this position.

Position Summary:

Time Warner Cable's National Sales Group is expanding its Carrier Services Group. We are looking for a Carrier Account Manager that will serve as a critical asset in the expansion of our team. The Carrier Account Manager role is unique in the sense that it involves relationship management, sales, account management, and strategic consulting with Tier One International and Content Delivery Network (CDN) customers. We are seeking candidates who are proactive and results oriented to join a highly skilled team that is focused on expanding Time Warner Cable's delivery of network infrastructure to include mobile backhaul and micro network services.

Essential Job Functions:

The ideal Candidate is a highly passionate and collaborative individual who will manage one of Time Warner Cable's largest International and CDN customers and establish sales plans to meet and exceed established revenue objectives to improve account profitability. Candidate will manage and analyze client needs and objectives relative to Metro and Regional Network Transport needs over the Time Warner Cable Network. The Candidate will develop, communicate and execute Account Development and Relationship plans that will include a multi-faceted cross-functional alignment plan that will enable effective and appropriate strategies to achieve customer requirements, needs, and goals. The candidate will provide regular reporting and forecasting to Senior Leadership. This position will be a direct quota bearing responsibility on a monthly and quarterly basis. Candidate must also maintain and improve individual knowledge on Time Warner Cable products, services, and market dynamics.

Preferred Qualifications:

- The successful candidate will possess a minimum of 8-10 years of quantifiable Wholesale Carrier sales experience in the International and CDN environment.
- A Bachelors Degree or equivalent experience is preferred.
- Proficiency with PC based applications such as Word, Excel, Power Point and Outlook needed • Must be able to form high level working relationships within all targeted accounts; • Sales success selling large bandwidth opportunities, ideally fiber based Ethernet • Strong technical background • Requires excellent communication skills including verbal and written • Able to communicate effectively with all management levels to include C-Level Executives • Highly motivated and proactive individual • Must be accustomed to operating in a Team environment • Ability to work without local management supervision • Strong presentation skills and contact management software experience.

Education and Experience:

Bachelor's degree (B.A. or B.S.) from four-year college or university; or equivalent training, education and experience.

Travel Requirements:

Travel 60%

More on TWC

Time Warner Cable provides generous benefits. Health care and retirement benefits are significant portions of the total compensation package at TWC,

and we invest more in those benefits than most employers. In addition, we offer tuition reimbursement, adoption assistance, competitive paid-time-off programs, work-life resources, and discounted pricing on TWC residential products and services for employees within our footprint. Our hope is that, by providing our employees with rich and flexible benefits, we can help them take care of the people who matter most - at work and at home.

**Response to Specification 52(c):**

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**Response to Specification 52(d):**

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**Response to Specification 52(e):**

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**Response to Specification 52(f):**

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**Response to Specification 52(g):**

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**Response to Specification 52(h):**

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**Response to Specification 52(i):**

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**SPECIFICATION 53:**

**Describe the Company’s existing or planned CDNs, including, for each CDN, a description of whether the CDN is for internal use by the Company (and if so, how) or for sale to or use by third parties. For CDNs sold or offered for third party use, describe the products and services the existing CDN provides or any planned CDN would provide. Identify documents sufficient to show the policies and procedures with respect to the operation of the CDN, business plans, expansion plans, budget sales, forecasts, costs and profits, and analyses of the CDN market, competition or competitors.**

**Response to Specification 53:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 54:**

**Describe, and identify and produce documents sufficient to show, the Company’s post-transaction plans for interconnection agreements between the Company and interconnection partners in the following situations:**

**(a) when Charter or TWC has a transit services agreement and the other has a peering agreement, which agreement New Charter will proceed under;**

**(b) when either Charter or TWC has a peering agreement or a transit services agreement and the other has no interconnection agreement, whether New Charter will apply the existing interconnection agreement for the full network; and**

**(c) when New Charter has no interconnection agreement with a major network (i.e., Tier 1 backbones, major CDNs), whether New Charter will seek new interconnection agreements and under what peering policy or terms.**

**Response to Specification 54(a):**

TWC has not identified any documents or developed any “post-transaction plans” responsive to this request. TWC directs the Commission to Charter’s response to Charter Specification 60 for information responsive to this specification.

**Response to Specification 54(b):**

TWC has not identified any documents or developed any “post-transaction plans” responsive to this request. TWC directs the Commission to Charter’s response to Charter Specification 60 for information responsive to this specification.

**Response to Specification 54(c):**

TWC has not identified any documents or developed any “post-transaction plans” responsive to this request. TWC directs the Commission to Charter’s response to Charter Specification 60 for information responsive to this specification.

**SPECIFICATION 55:**

**The “Charter Communications IP Interconnection Policy and Requirements” attached to Charter’s July 15, 2015 ex parte filing states that for potential interconnection partners to qualify under the Policy, they “must interconnect at each of the Charter points of presence (each a “POP”) listed below and at any additional Charter POP within 90 days of the establishment of such new POP.”**

**(a) Identify the POPs where New Charter’s interconnection partners will be required to interconnect in order to qualify;**

**(b) Describe whether and how the TWC and Bright House POPs will be added to the list of POPs where an interconnection partner must interconnect with New Charter in order to qualify; and**

**(c) Explain what the requirements for interconnection under the policy will be in situations where there is more than one POP in a city or other geographic location. In such cases, explain whether the interconnection partner must, in order to qualify, interconnect at each POP or at only one of the POPs and whether the interconnection partner must deliver 3 Gbps to each of the multiple POPs, or whether the traffic shows the Company’s minimum can be met on a per city or other geographic location basis.**

**Response to Specification 55(a):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 62 for information responsive to this specification.

**Response to Specification 55(b):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 62 for information responsive to this specification.

**Response to Specification 55(c):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 62 for information responsive to this specification.

**SPECIFICATION 56:**

**Identify each person that peers with you on a settlement-free basis. For each person identified:**

**(a) state whether they would continue to qualify for settlement-free peering: (i) without interconnecting at additional POPs; or (ii) without maintaining a minimum level of traffic in the dominant direction as measured on a monthly basis;**

**(b) state whether interconnection at additional POPs would be required to maintain settlement-free peering, and, if so, indicate how many and any locational requirements that would need to be met; and**

**(c) state whether additional traffic exchange at each POP in the dominant direction as measured on a monthly basis would be required to maintain settlement-free peering, and, if so, indicate the amount of current traffic exchange at each POP and the additional traffic exchange needed at each POP.**

**Response to Specification 56:**

TWC interprets each sub-part of this request to seek information regarding the application of Charter’s IP Interconnection Policy and Requirements to those entities currently peering with TWC on a settlement-free basis and provides its narrative responses on such basis.

*See Exhibit 41-01 for a list of parties interconnecting with TWC on a settlement-free basis. Such parties are identified on the “Peering Matrix” tab with “SFI” in column C.*

**Response to Specification 56(a):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC respectfully submits that Charter alone possesses the information necessary to respond to this request.

**Response to Specification 56(b):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC respectfully submits that Charter alone possesses the information necessary to respond to this request.

**Response to Specification 56(c):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC respectfully submits that Charter alone possesses the information necessary to respond to this request.

**SPECIFICATION 57:**

**Produce all documents and databases from which data was provided to, reviewed by, relied upon, or referred to by Dr. Fiona Scott Morton in her declaration.**

**Response to Specification 57:**

TWC directs the Commission to Charter's response to Charter Specification 65 for information responsive to this specification.

**SPECIFICATION 58:**

**Dr. Scott Morton states, “It is likely that some of the OVD services are complements to traditional video services for many subscribers, not substitutes. The ability to watch past seasons of a series, for example, can spur a subscriber’s demand to view the current season.” June 24, 2015 Scott Morton Declaration at ¶ 58. Dr. Scott Morton notes findings that “consumers are not currently substituting traditional television for Netflix.” Id. Identify each OVD service that is a complement to traditional video service. Identify each OVD service that is a substitute for traditional video service. Describe in detail, and provide all documents relating to, whether and the extent to which online video services that offer significant current season content, including but not limited to Hulu (free service and subscription service), Amazon Instant Video, CBS All Access service, DISH Network’s Sling TV service, HBO Now, Netflix, and Sony Entertainment Network’s Vue service, are substitutes for, or complements to, the Company’s video services. Describe in detail, and provide all documents relating to, whether, and to the extent which, online video services that offer bundles of live channels (e.g., DISH’s Sling TV, Sony’s Vue) compete against your video services or other MVPDs video services.**

**Response to Specification 58:**

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TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 59:**

**Explain, and provide and identify all documents, studies, surveys, forecasts, or estimates that substantiates the claim on page 12 (paragraph 37) of the Dr. Scott Morton Declaration that “each firm’s profitability and future success depends far more on its broadband business than its video business.”**

**Response to Specification 59:**

TWC directs the Commission to Charter’s response to Charter Specification 67 for information responsive to this specification.

**SPECIFICATION 60:**

**Explain in detail the claim made in the Dr. Scott Morton Declaration that New Charter would be willing to use its “broadband business” to promote OVDs and other edge providers given the potential impact on the Company’s video business and identify all documents, studies, surveys, forecasts, or estimates that Dr. Scott Morton relied upon to reach the claim.**

**Response to Specification 60:**

TWC directs the Commission to Charter’s response to Charter Specification 68 for information responsive to this specification.

**SPECIFICATION 61:**

At page 27, the Application asserts that New Charter will make wireless a larger piece of its broadband strategy by establishing “widespread, consumer-friendly out-of-home Wi-Fi networks.” Paragraph 15 of the Winfrey Declaration states that “New Charter also will evaluate the merits of leveraging in-home routers as public Wi-Fi access points and will have greater resources to devote to such a strategy.” Describe and explain in detail, and identify documents that support and demonstrate:

- (a) the Wi-Fi technology you plan to deploy and provide the number of in-home and the number of out-of-home Wi-Fi access points and their locations — in .csv format — by census block and latitude and longitude;
- (b) your plans both with and without the transaction to expand both in- and out-of-home Wi-Fi access points, including your coverage and capacity objectives;
- (c) how the transaction will allow New Charter to invest more efficiently in the technology and infrastructure to support delivery of a Wi-Fi network;
- (d) how construction of your Wi-Fi network will enable New Charter to make wireless a larger piece of its broadband Internet access service strategy;
- (e) why, and to what extent, leveraging in-home routers as public Wi-Fi access points is a benefit and will be part of New Charter’s Wi-Fi network;
- (f) whether and why New Charter would have “greater resources to devote to such a strategy;” and
- (g) the services and products against which New Charter’s Wi-Fi access points will compete, including the identity of New Charter’s largest anticipated competitors.

**Response to Specification 61(a):**

TWC directs the Commission to Charter’s response to Charter Specification 74 for information responsive to this specification.

**Response to Specification 61(b):**

By year end 2015, TWC plans to deploy {{ }} or more additional WiFi access points across its network, reaching a total of more than {{ }} access points. See Exhibit 61-01 for information responsive to this specification.

**Response to Specification 61(c):**

TWC directs the Commission to Charter’s response to Charter Specification 74 for information responsive to this specification.

**Response to Specification 61(d):**

TWC directs the Commission to Charter's response to Charter Specification 74 for information responsive to this specification.

**Response to Specification 61(e):**

TWC directs the Commission to Charter's response to Charter Specification 74 for information responsive to this specification.

**Response to Specification 61(f):**

TWC directs the Commission to Charter's response to Charter Specification 74 for information responsive to this specification.

**Response to Specification 61(g):**

TWC directs the Commission to Charter's response to Charter Specification 74 for information responsive to this specification.

**SPECIFICATION 62:**

**Applicants assert that the post-transaction scale and more geographically aligned footprint will create increased opportunities for advertising customers to address broader regional audiences on multiple screens, and improve the business case for investment in developing more advanced advertising services, such as addressable advertising and dynamic ad insertion. Describe and explain in detail and identify documents that support and demonstrate:**

**(a) how and to what extent “advertisers that want to reach subscribers spanning a combination of Charter, TWC, or BHN” will benefit by the transaction, including their estimated savings or benefits;**

**(b) how and to what extent “advertisers that want to reach subscribers spanning a combination of Charter, TWC, or BHN” do not contract with you because of the transaction costs associated with buying advertising from “two or three cable MSOs” instead of a “single MSO”;**

**(c) how and why the transaction will increase opportunities for advertising customers, including whether the transaction will increase the total number of avails or number of avails per hour;**

**(d) how and why the alleged opportunities for advertising customers to address broader regional audiences on multiple screens and improvements in advanced advertising is a transaction specific benefit as compared to other options, such as partnering, participating in advertising interconnects, or other coordinated advertising efforts; and**

**(e) whether and how, as a result of the transaction, New Charter will reduce its participation in advertising interconnects or NCC Media, or reduce the number or proportion of avails it will contribute to interconnects and if so to what extent.**

**Response to Specification 62(a):**

Initially, some advertisers will benefit from reduced transactional complexity in placing certain multi-market orders, particularly in areas where TWC does not represent Charter as part of an advertising interconnect. For example, an advertiser that wishes to cover Wisconsin would be able to place a single order covering Milwaukee and Green Bay (both currently TWC markets) as well as Madison (currently a Charter market) rather than two separate orders. Such an arrangement would also permit a single point of contact for providing advertising copy for content review and technical ingestion, simplifying the pre-order process for advertisers and agencies. In many cases, this combined order would also result in a single invoice, which has proven to be a key benefit for advertisers and their agencies.

Over time, as the parties to the transaction presumably harmonize back-office and performance management systems, an advertiser and/or its agency would receive consistent and consolidated campaign performance reporting. Such consistent reporting would permit advertisers and

agencies to develop an improved understanding of the relative market-to-market performance of their campaigns and help them establish baselines for the analysis of future campaigns.

TWC has identified no documents responsive to this specification. TWC directs the Commission to Charter’s response to Charter Specification 75 for additional information responsive to this specification.

**Response to Specification 62(b):**

As TWC currently does not coordinate sales efforts or share customer information with Charter and BHN (with the exception of areas in which the parties participate in advertising interconnects, where sales efforts are coordinated), it is impossible for TWC to know for certain which potential customers that do not buy advertising from TWC today would do so from the merged entity. {{

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The relatively fluid dynamics of the advertising market have now created situations in which national buys with full-footprint cable networks are a viable alternative to market-specific MSO buys. Advertisers are willing to overlook spillover waste into markets outside of their target in exchange for the pricing and transactional efficiency offered by full-footprint players. {{

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TWC has identified no documents responsive to this specification. TWC directs the Commission to Charter’s response to Charter Specification 75 for additional information responsive to this specification.

**Response to Specification 62(c):**

From a linear advertising perspective, access to an increased number of avails is possible. TWC is uncertain as to the number of networks for which insertion services are offered by Charter and BHN at the enterprise level. TWC also is uncertain as to the extent that they offer “zoning” in certain markets. Zoning, in which a DMA is subdivided to create smaller targets that are both less expensive and more sharply targeted, offer local advertisers better accessibility to effective local advertising opportunities and, in effect, expand the pool of avails while lowering price.

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TWC has identified no documents responsive to this specification. TWC directs the Commission to Charter’s response to Charter Specification 75 for additional information responsive to this specification.

**Response to Specification 62(d):**

Benefits to advertisers are not derived from individual market opportunities, as TWC, Charter, and BHN are providing their best products to customers in each market currently. The development of the wider market portfolio will offer specific benefits to customers seeking broader regional exposure (such as the Wisconsin example above), and the development of a combined product portfolio, with each company bringing its own unique offerings to enrich the overall package, will (over time) broaden availabilities across the combined footprint.

TWC has identified no documents responsive to this specification. TWC directs the Commission to Charter’s response to Charter Specification 75 for additional information responsive to this specification.

**Response to Specification 62(e):**

While it is impossible for TWC to speak to the potential behavior of New Charter, TWC’s experience in the interconnect business and with NCC Media has been positive. {{

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TWC has identified no documents responsive to this specification. TWC directs the Commission to Charter’s response to Charter Specification 75 for additional information responsive to this specification.

**SPECIFICATION 63:**

**Produce all documents (except engineering and architectural plans and blueprints) discussing any plans of the Company or any other person for the construction or deployment of new facilities or equipment, closing of existing facilities, or the expansion, conversion or modification (if such modification has a planned or actual cost of more than \$1 million) of current facilities for providing each relevant service in each relevant area.**

**Response to Specification 63:**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 64:**

**Describe and explain in detail and provide all documents relating to the effect of the proposed transaction on the Company’s investment of resources in communications security and the Company’s existing cybersecurity technologies and practices, including:**

- (a) the extent to which the proposed transaction would improve service quality and management of communications security and reliability risks in general;**
- (b) whether, and to what extent, the combined entity plans to utilize the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity;**
- (c) cybersecurity risk management challenges and improvements associated with the transaction, including combining network infrastructure, enterprise risk management functions, procurement processes, and communications security personnel; the current states and target states of cybersecurity risk management; and present cybersecurity gaps, and any actions, policies, and timeframes identified to close the gaps;**
- (d) the methods and technologies the combined entity will use to enable real-time awareness of cyber risk across its combined network; and**
- (e) how the combined entity will enhance communications security for its own customers and for the overall broadband ecosystem, including but not limited to the performance, integrity, and reliability of public safety communications imperatives that may rely on its networks or applications, such as E911, NG911, text-to-911, and emergency alerts.**

**Response to Specification 64:**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 64(a):**

The transaction will allow New Charter to improve its policies and processes by expanding threat intelligence capabilities and the deployment of network protection systems throughout a broader network. The combined company’s increased scale will lead to enhanced intelligence gathering, information sharing, and threat dissemination capabilities that will improve security and reliability across the network.

Real-time and accurate information is critical to all network operators in the rapidly evolving cyber threat environment. TWC has committed to industry efforts to gather and disseminate cyber threat information, including by taking a leadership role on the Communications Security, Reliability and Interoperability Council’s (CSRIC) Working Group 5 that is tasked with developing private sector information sharing best practices (TWC’s Chief Security Officer is

currently serving as the co-chair of Working Group 5). TWC’s participation in industry-led information sharing efforts, as well as its routine coordination with the National Cybersecurity & Communications Integration Center (NCCIC) and the Communications Information Sharing and Analysis Center (Comms-ISAC), has improved its threat response capabilities. Despite these efforts, increased scale, speed, and trust are vital to further bolstering efforts at mitigating cyber threats. The transaction will provide the combined entity with enhanced abilities to detect cyber threats that appear across a larger network and to apply costly prevention and response tools at greater scale. For example, TWC manages a 24x7 Enterprise Risk Operations Center that is dedicated to supporting customer-facing security risks, including assisting customers with cyber threats. This capability could be extended across a broader enterprise, as could TWC’s significant investments in streamlining and improving cyber governance, to benefit more customers by realizing efficiencies in scale and shared experience.

**Response to Specification 64(b):**

TWC has closely coordinated with the Commission and several industry organizations in helping to develop the NIST Framework for Improving Critical Infrastructure Cybersecurity (the “Framework”). The Company has played a lead role in integrating the Framework into the communication sector. TWC’s Chief Security Officer recently served as the co-chair of CSRIC’s Working Group 4, which was responsible for applying the Framework to communication industry. TWC itself is in the process of implementing the Framework as part of its broader efforts to mature the Company’s cybersecurity risk management program.

TWC refers to Charter’s response to its request 77 for information on plans for the combined entity.

**Response to Specification 64(c):**

TWC directs the Commission to Charter’s response to Charter Specification 77 for information responsive to this specification.

**Response to Specification 64(d):**

TWC directs the Commission to Charter’s response to Charter Specification 77 for information responsive to this specification.

**Response to Specification 64(e):**

TWC directs the Commission to Charter’s response to Charter Specification 77 for information responsive to this specification.

**SPECIFICATION 65:**

**Describe and provide all documents relating to the following statement on Page 28 of the Application: “New Charter also will evaluate the merits of leveraging in-home routers as public WiFi access points and will have greater resources to devote to such a strategy” including:**

- (a) the Company’s existing privacy and security policies and practices for its customers, routers in its customers’ homes, and the impact using in-home routers as public Wi-Fi access points would have on those policies and practices;**
- (b) what data would be collected from users of New Charter’s Wi-Fi network, what data, if any, would be retained, and how such data would be secured;**
- (c) whether any user data would be made available to third parties or advertisers, and if so under what conditions;**
- (d) what notice (including when and how notice is provided) would be provided to users regarding use of their information, and how users would be notified in the event their data is improperly accessed; and**
- (e) what consent (including when and how such consent will be obtained) would be required for use of user information; and what privacy policy would cover user information.**

**Response to Specification 65(a):**

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}} TWC’s Residential Services Subscriber Agreement, provided as Exhibit 65a-01 and available on TWC’s website, incorporates TWC’s subscriber privacy notice (Exhibit 65a-02), also available on TWC’s website. The subscriber privacy notice provides residential subscribers with information about how TWC collects, retains, uses, and shares information regarding TWC equipment and customer equipment. TWC also provides the privacy policy for its website, Exhibit 65a-03, and the privacy policy for its “TWC WiFi Finder” application, Exhibit 65a-04. The TWC WiFi Finder application is offered to assist subscribers in locating WiFi access points that are available to TWC HSD subscribers.

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 65(b):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter's response to Charter Specification 78 for information responsive to this specification.

**Response to Specification 65(c):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter's response to Charter Specification 78 for information responsive to this specification.

**Response to Specification 65(d):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter's response to Charter Specification 78 for information responsive to this specification.

**Response to Specification 65(e):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter's response to Charter Specification 78 for information responsive to this specification.

**SPECIFICATION 66:**

**Produce:**

**(a) all documents, data, spreadsheets, models, and underlying assumptions relating to the Transaction’s potential cost savings, efficiencies, synergies, or benefits;**

**(b) all documents relating to any communications between any employee of the Company and any other person with respect to any potential cost savings, efficiencies, or synergies; and**

**(c) all documents provided by any other person to the Company relating to any such potential cost savings, efficiencies, or synergies.**

**Response to Specification 66(a):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 66(b):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**Response to Specification 66(c):**

TWC has provided non-privileged documents responsive to this specification in its documentary response. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 67:**

**Describe in detail, and provide and identify the documents that are sufficient to support and demonstrate:**

- (1) the basis for the cost reductions claimed in Charter’s July 10, 2015 ex parte letter;**
- (2) any analysis that the Company or its agents conducted to estimate the programming cost savings that will result from the transaction, and are claimed as merger-specific benefits; and**
- (3) whether, when, and how reductions in video programming costs will be passed through to consumers in the form of lower subscription prices.**

**Response to Specification 67(1):**

TWC directs the Commission to Charter’s response to Charter Specification 80 for information responsive to this specification.

**Response to Specification 67(2):**

TWC directs the Commission to Charter’s response to Charter Specification 80 for information responsive to this specification.

**Response to Specification 67(3):**

TWC directs the Commission to Charter’s response to Charter Specification 80 for information responsive to this specification.

**SPECIFICATION 68:**

**Applicants assert at pages 39-40 of the Application that “the value of the mass market advertising to New Charter increases as New Charter’s geographic coverage within a DMA increases... and [that] this increased advertising intensifies competition with rivals and benefits consumers.” Describe and explain in detail and identify documents and data that support and demonstrate:**

- (a) your current mass market advertising spend including the spend in each DMA;**
- (b) on a DMA-by-DMA basis, how the transaction will change the waste associated with mass market advertising spending, including the dollar value of the waste; and**
- (c) your business plans and strategy for mass market advertising campaigns across your footprint and in each DMA.**

**Response to Specification 68(a):**

TWC will submit a response to this specification shortly in a supplemental production.

**Response to Specification 68(b):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 81 for information responsive to this specification.

**Response to Specification 68(c):**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 69:**

**Describe and explain in detail and provide documents that support and demonstrate the following:**

- (a) gross margins and average margins on video; margins on broadband; and margins on voice; and**
- (b) how you allocate costs for shared infrastructure among those services.**

**Response to Specification 69(a):**

*See* Exhibit 69-01 for information responsive to this specification.

**Response to Specification 69(b):**

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}} *See*

Exhibit 69-01 for information responsive to this specification.

**SPECIFICATION 70:**

**Describe and explain in detail, and produce and identify documents that support and demonstrate — including the Company’s current total number of call center and field technician operators — that as a result of the transaction New Charter will be able to “create thousands of U.S.-based jobs” by:**

**(a) hiring for customer service call centers and field technician operations located throughout the country; and**

**(b) returning Time Warner Cable call center jobs to the U.S.**

**Response to Specification 70:**

TWC currently employs approximately {{ }} full-time customer care and technical operations employees in the United States, and approximately {{ }} such employees overseas, for an approximate total of {{ }} full-time employees in the customer care and technical operations fields. A breakdown of TWC’s non-U.S. customer care and technical operations workforce is provided below. See Exhibit 70-01 for a breakdown of TWC’s domestic customer care and technical operations workforce.

Employee Type	Employee Headcount Total
{{ }}	{{ }}
{{ }}	{{ }}
{{ }}	{{ }}
{{ }}	{{ }}
{{ }}	{{ }}

**Response to Specification 70(a):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 83 for information responsive to this specification.

**Response to Specification 70(b):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 83 for information responsive to this specification.

**SPECIFICATION 71:**

**Describe and explain in detail and identify documents that support and demonstrate the Company’s plans for embracing Time Warner Cable’s commitment to diversity and inclusion in corporate governance, employment services, procurement and community partnerships, including, but not limited to, increasing Charter’s engagement with minority, women, veteran and disabled-owned businesses that can supply it with the high quality materials and programming its customers demand.**

**Response to Specification 71:**

As discussed with FCC staff, TWC is not providing a response to this specification, as it was intended to seek information from Charter.

**SPECIFICATION 72:**

**Describe and explain in detail, and produced document sufficient to show, your Everyday Low Price internet access service, including but not limited to, speed offerings, eligibility, date of inception, how it is advertised and promoted, and the number of subscribers.**

**Response to Specification 72:**

TWC launched the Everyday Low Price (ELP) broadband Internet access service tier in November 2013 to all areas throughout its footprint, with the exception of the Kansas City, MO/KS area. ELP is offered at a retail price of \$14.99 per month for 2x1 Mbps service in all markets that have yet to undergo service upgrades under the Maxx initiative (with the exception of Kansas City, MO/KS). In conjunction with TWC’s Maxx program, ELP speeds in Maxx markets have been upgraded to 3x1 Mbps, while the retail price of ELP remains at \$14.99 in those markets. ELP is not available in TWC’s Kansas City, MO/KS footprint, where TWC continues to offer its grandfathered Lite Internet service tier at 5x1 Mbps speeds. There are no eligibility criteria for ELP. TWC periodically advertises the ELP service tier, including through bill inserts and direct-mail offers. As of September 2015, TWC has approximately {{ }} ELP subscribers. *See Exhibits 72-01 to 72-09 for non-privileged documents responsive to this specification.*

**SPECIFICATION 73:**

**With respect to TWC Maxx:**

**(a) provide a list and produce and identify documents sufficient to determine:**

**(i) all cable systems (organized by DMA) that have been converted to TWC Maxx as of August 1, 2015;**

**(ii) all cable systems (organized by DMA) that the Company currently plans to convert to TWC Maxx by the end of 2015;**

**(iii) all cable systems (organized by DMA) that the Company currently plans to convert to TWC Maxx after 2015; and**

**(iv) all cable systems (organized by DMA) that the Company has no current plans to convert to TWC Maxx; and**

**(b) describe, and produce and identify documents to demonstrate:**

**(i) the Company's planned deployment of TWC Maxx by the end of 2015, after 2015, and where the Company does not plan to deploy TWC Maxx without the proposed transaction;**

**(ii) the Company's planned deployment of TWC Maxx by the end of 2015, after 2015, and where the Company does not plan to deploy TWC Maxx with the proposed transaction; and**

**(iii) how the Transaction will either accelerate or decelerate the Company's current TWC Maxx deployment plans.**

**Response to Specification 73(a)(i):**

As of August 1, 2015, TWC had completed both the conversion to digital video and the high-speed data upgrades known as TWC Maxx in the following DMAs:

- Austin
- Los Angeles
- New York City

As of August 1, 2015, TWC had completed only the conversion to digital video in the following DMAs (additionally, the cable systems acquired by TWC from Insight were converted to digital video in 2012):

- Augusta
- Dallas



After 2015, TWC has committed plans to complete only the conversion to digital video in the following DMAs:

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**Response to Specification 73(a)(iv):**

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**Response to Specification 73(b)(i):**

TWC attaches Exhibits 73-01 through 73-08 regarding TWC’s planned deployments of TWC Maxx. These documents represent all forward-looking plans produced by the company with regard to Maxx deployment.

TWC does not intend to modify its Maxx deployment plans as a result of the proposed transaction and has no documents regarding the impact of the transaction on Maxx.

**Response to Specification 73(b)(ii):**

TWC refers to its response to request 73(b)(i), above.

**Response to Specification 73(b)(iii):**

TWC does not intend to modify its Maxx deployment plans as a result of the proposed transaction and has no documents regarding either the acceleration or the deceleration of such plans.

**SPECIFICATION 74:**

**Describe and explain in detail and identify documents that support and demonstrate your commitment to diversity and inclusion in corporate governance, employment services, procurement and community partnerships, including, but not limited to, your engagement with minority, women, veteran and disabled-owned businesses that can supply you with the high quality materials and programming your customers demand.**

**Response to Specification 74:**

Time Warner Cable has a longstanding commitment to diversity and inclusion; it is an integral part of TWC’s culture. TWC believes an inclusive environment where employees can bring their whole selves to work helps deliver better business results, enhances our customer experience, allows entry into untapped markets, and helps TWC attract and retain a skilled workforce that reflects the diverse customer communities we serve daily. The information below provides additional information demonstrating TWC’s commitment to diversity and inclusion in governance, employment, and partnerships with third-party organizations.

**Governance**

- TWC’s Board of Directors is 25% people of color, ahead of the Cable Industry<sup>5</sup> standard of 12%, and includes African American, Latino, Asian-American and women board members.
- Led by CEO Rob Marcus and comprised of his direct reports, TWC’s Executive Inclusion Council (EIC) provides guidance and leadership on strategic priorities for diversity and inclusion. It meets quarterly to review overall diversity metrics and holds frank discussions on how diversity and inclusion impacts TWC business efforts.
- TWC has a dedicated Vice President of Diversity and Inclusion, along with a team of three employees, responsible for the creation and deployment of TWC’s enterprise diversity strategy. The VP works closely with each part of TWC’s business to impact

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<sup>5</sup> The National Association for Multi-Ethnicity in Communications (NAMIC) and Women in Cable Telecommunications (WICT) engaged Mercer, a global consulting leader in talent, to conduct a biennial survey to capture key workforce and human capital metrics for the cable telecommunications industry. An extensive list of companies was invited to participate in the NAMIC AIM/WICT PAR Survey. Of the 27 respondents, 13 were programmers and 9 were Multi-System Operators (MSO). The remaining five were classified as vendors. For almost 20 years, our industry has utilized the data from this survey as a baseline of statistics and perceptions about the state of multi-ethnic diversity in the cable telecommunications industry. TWC utilizes this data to support our goals for sustaining a robust pipeline of multi-ethnic talent and women while measuring our progress to achieve results.

talent, supplier diversity, employee engagement, and TWC’s branding in the communities it serves.

### **Employment**

- TWC’s workforce is 46% people of color. 55% of our executive leadership team is diverse<sup>6</sup> with 36% being women. 20% of TWC’s director and above leadership tier are people of color.
- TWC exceeds cable industry benchmarks for people of color at the executive level (16%), mid-level manager level (31%), and the professional employee level (35%).
- TWC also exceeds cable industry benchmarks in overall hiring (54%) and promotions (46%) of people of color.
- TWC exceeds the benchmarks for the telecom industry sector<sup>7</sup> for executive *and* senior level women (24%).
- Workforce participates in Employee Networks<sup>8</sup> representing a range of identities, including women, LGBT, African-Americans, Latinos, Asian Americans, persons with disabilities, and veterans. With 11 networks and nearly 50 chapters, TWC’s Employee Network membership represents over 10% of TWC’s overall workforce.
- Our military hiring mission has helped us bring over 4,000 veterans into our organization making TWC’s overall employee population 8.2% veteran. TWC’s Director+ leaders are currently 6% Veteran.
- TWC has joined an initiative between the cable industry and the Employer Support of the Guard and Reserve (ESGR), a Department of Defense office, that will underscore and affirm cable’s on-going commitment to provide supportive work environments for those currently serving in the reserves and the National Guard via Mission Media, a multi-faceted initiative to further the cable industry’s efforts to encourage recent military veterans, reservists and members of the National Guard to join cable’s ranks. Mission Media was developed by the industry’s 22-member Veterans Advisory Council and is guided by the Cable and Telecommunications Human Resources Association (“CTHRA”).
- TWC VP of Talent Acquisition and Movement, Paul Turevon, has been named to the industry’s 22-member Veterans Advisory Council under the chairmanship of NCTA President and CEO Michael Powell stemming from the collective desire of companies in

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<sup>6</sup> Diverse here is defined as women and people of color combined.

<sup>7</sup> See 2015 NAMIC AIM/WICT PAR Survey Results.

<sup>8</sup> These are company-sponsored employee groups comprised of individuals who self-identify as having a shared identity or interest (gender, ethnicity, disability, veterans status, etc.), sponsored by an executive who provides guidance and leadership to facilitate the group's shared goals (career advancement, community-building, mentoring, employee advancement and retention, helping the company better serve communities, etc.).

the cable industry to take a systematic, industry-level approach to the hiring and retention of veterans.

- TWC supports veteran employment through a variety of initiatives including RecruitMilitary, Rally Point, and GettingHired.com to help people with disabilities find employment.
- Recognition:
  - Earned a perfect score of 100 on Human Rights Campaign Corporate Equality Index (CEI) for third year in a row in 2015.
  - EVP Ellen East named *2015 Woman of the Year* by Women in Cable Telecommunications (WICT).
  - EVP Dinni Jain named #1 on *Most Influential Minorities in Cable Industry* by CableFax Magazine.
  - SVP Alan Lui recipient of *2014 Bridge Builder Award* from Asian Americans Advancing Justice (AAAJ).
  - Named among DiversityInc’s 25 Noteworthy Companies for Diversity (2013 and 2014).
  - Named a Top Company for People of Color by the National Association of Multiethnicity in Cable (NAMIC) in 2013.
  - Named a leading employer by Women in Cable Telecommunications (WICT).
  - Honored by the Walter Kaitz Foundation as a Diversity Champion.

### **Partnerships**

- **League of United Latin American Citizens (LULAC):**
  - Helped open 15 Technology Centers across TWC’s footprint. Commitment totaled over half a million dollars in cash and in-kind support—including computers, equipment, and no-cost TWC Business Class services. Community accessible centers for computer literacy, education, employment support, financial aid, and citizenship preparation.
  - TWC’s Research Program on Digital Communications supported research report on STEM education for the Hispanic community, entitled *STEM Education: A Bridge for Latinos to Opportunity and Success*.
  - Supported 2014 LULAC Convention and Exposition in NYC. Provided nearly one million dollars in media campaign placement.
- **Congressional Hispanic Caucus Institute (CHCI):**
  - Supporter of CHCI’s Cornerstone Campaign, including one million dollars in cash plus in-kind support over a five year period. Business relationship includes CHCI contract for NaviSite hosting services, cross promotion of CHCI and TWC

initiatives, public service announcements and other support. Membership on CHCI advisory board.

- Longtime supporter of CHCI’s Summer Internship program, providing Latino STEM college students with mentoring, training, and work in policy. Students work in a congressional office or federal agency for a period of eight weeks, learning firsthand about our nation’s legislative process. Have annually hosted CHCI interns in NYC for a day of training and development with company leadership.
- **Asian Americans Advancing Justice (AAJC):**
  - Received the 2014 Bridge Builder Award, which is the highest award to an individual or organization with an innovative approach to successful community empowerment and that strives to overcome obstacles for Asian Americans and other minority communities. Frequent sponsor of national conference, linking activists from across the country.
- **National Council of La Raza (NCLR):**
  - Supported the 2014 Annual Conference. Hosted event with LA Mayor Eric Garcetti. Provided over a quarter million dollars in media buys to promote the event, both in English and Spanish.
- **National Urban League (NUL):**
  - Supporter of Annual Conference. Supported research report, *Small Businesses, Big Opportunities*, which was announced by NUL President and CEO Marc Morial. Provided media to promote the event. Partner with Urban League affiliates in NYC, LA, Charlotte, Kansas City, Columbia, and Austin.
- **Research Program on Digital Communications** publishes scholarly papers examining communications policy issues, frequently touching on diversity and accessibility:
  - *Between Markets and Mandates* by Krishna Jayakar, addressing promoting broadband accessibility for people with disabilities.
  - *Closing Online Access Gaps for Older Adults* by John B. Horrigan, PhD and Project GOAL, addressing persistent adoption gaps among the elderly.
- **Emma Bowen Foundation and T. Howard Foundation**
  - Emma Bowen Foundation: Offers paid internships in the media industry for college-aged students of color. Opportunities are available for all functions & departments in media companies for high school seniors and college students of color. TWC typically brings in these interns each summer.
  - T. Howard Foundation: Partners with TWC and universities nationwide to increase diversity in our industry via a comprehensive internship and career development program. Several of these interns have gone on to become full time TWC employees over the years.
- Other partnerships include: Women in Cable Telecommunications (WICT), National Association of Black Accountants, and National Association for Multi-ethnicity in

Communications (NAMIC). Participates in national conferences including Out and Equal and the National Hispanic Corporate Council.

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- 7.3% of senior executives (Levels 1 and 2) sit on the boards of multicultural organizations.

### **Footprint and Services**

- TWC’s footprint includes 42% of Hispanics in the US. Launched *NYI Noticias*, NYC’s first and only 24 hour local news channel available exclusively in Spanish. TWC debuted *TWC Deportes*, the first and only dedicated Spanish language RSN in the country, servicing Hispanic sports fans in Southern California. TWC also created *El Paquetazo* digital package, offering unique combination of English and Spanish language programming, including channels from Mexico and Central/South America. TWC became the first and only major US cable or telephone company to provide free, unlimited calling to Mexico-based landlines and mobile phones.
- TWC’s footprint includes more than 50% of the Asian American and Pacific Islander community. TWC provides an extensive range of programming, including Korean, Filipino Tagalog, Chinese Mandarin, and Japanese channels to serve this community. Lakers games broadcast with live Korean-language commentary in LA.
- TWC’s programming offerings also includes Arabic, French, Russian, South Asian Hindi and Pan Asian offerings.
- TWC created the industry’s first accessibility portal explaining the features offered to make services available to people with disabilities, including closed captioning, video description, and large button remotes.

### **Supplier Diversity**

- From 2012-14, TWC increased supplier diversity spend by more than 50%, to nearly 10% of supplier budget.
- TWC has two full-time positions dedicated to its supplier diversity program.
- TWC Supplier Diversity updates TWC’s Executive Inclusion Council on TWC’s Supplier Diversity Spend on a quarterly basis.
- Since 2012, TWC has offered a monthly Supplier Diversity webinar series focused on educating potential suppliers on doing business with TWC.

- TWC was recognized in 2014 by the Public Relations Society of America for our Supplier Diversity Webinar series, designed to reach new women, minority, disabled, and veteran-owned (MWBE) suppliers. Participated in thirteen supplier diversity events in 2014. TWC also offers free, monthly, live Webinar series for minority businesses to learn more vendor criteria and gain contacts.
- TWC is a member of the National Minority Supplier Development Council (NMSDC) and a board member of affiliate Carolinas Virginia Minority Supplier Development Council (CVMSDC).

*See Exhibits 74-01 through 74-08 for information responsive to this specification.*

**SPECIFICATION 75:**

**Produce all documents (except documents solely relating to environmental, tax, human resources, OSHA, or ERISA issues) relating to the proposed transaction and provide:**

**(a) a timetable for each transaction, a description of all actions that must be taken prior to consummation of each transaction, and any harm that will result if the transactions are not consummated;**

**(b) a description of (including the rationale for, and identification of all documents directly or indirectly used to prepare the Company’s response to this sub-part) all plans for changes in the Company’s operations, structure, policies, strategies, corporate goals, financing, business, officers, executives or any other area of corporate activity as a result of the transaction; and**

**(c) a description of any other terms or conditions of the transaction that are not reflected in the transaction agreements between the parties.**

**Response to Specification 75:**

TWC has provided non-privileged documents responsive to this specification in its documentary response.

**Response to Specification 75(a):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 100 for information responsive to this specification.

**Response to Specification 75(b):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 100 for information responsive to this specification.

**Response to Specification 75(c):**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter’s response to Charter Specification 100 for information responsive to this specification.

**SPECIFICATION 76:**

**Produce all vertical foreclosure analysis, or other vertical competitive effects analysis, econometric modeling, or similar analyses, including those regarding market concentration or pricing, that have been undertaken by the Company or any consultant or expert hired by the Company to analyze the effect of either the proposed Transaction, or any product or service, including all documents and data used in these analyses.**

**Response to Specification 76:**

TWC does not have non-privileged information responsive to this request within its possession, custody, or control. TWC directs the Commission to Charter's response to Charter Specification 101 for information responsive to this specification.

**SPECIFICATION 77:**

**Produce all documents relating to the effects of geographic rationalization or clustering with respect to the operation of cable systems and the provision of programming, advertising, broadband Internet access, network interconnection, or other services on such cable systems. Describe how geographic rationalization or clustering enabled by the transaction will affect competition, your costs, the products and services New Charter will offer, and any pass through to consumers of any anticipated cost savings.**

**Response to Specification 77:**

TWC has provided non-privileged documents responsive to this specification in its documentary response. TWC has not developed, and does not have in its possession, custody, or control, information responsive to the specification's request for a description of the impact of geographic rationalization or clustering enabled by the transaction. TWC directs the Commission to Charter's response to Charter Specification 102 for information responsive to that portion of the specification.

**SPECIFICATION 78:**

**Provide a list of all of the Company’s terms and code words used to refer to the transaction, the Applicants, AT&T’s acquisition of DIRECTV, Comcast’s proposed acquisition of Time Warner Cable, Charter’s prior proposed acquisition of Time Warner Cable, Charter’s prior proposed acquisition of Bright House, the proposed swaps between Charter and Comcast, and the transactions associated with, and the creation of, the entity to be named GreatLand Connections.**

**Response to Specification 78:**

The following list provides code names used to refer to the transactions or parties thereto.

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**SPECIFICATION 79:**

**Produce, in both (i) PDF and (ii) ESRI Shapefile format, a map showing the location of each cable system owned by, operated by, managed by, or attributed to the Company.**

**Response to Specification 79:**

*See Exhibits 79-01 to 79-02 for information responsive to this request.*

**SPECIFICATION 80:**

**Identify, as of June 30, 2012, December 31, 2012, June 30, 2013, December 31, 2013, June 30, 2014, December 31, 2014 and June 30, 2015, each cable system owned by, operated by, managed by, or attributed to the Company, and for each cable system identify the nature of the Company's interests, and state and identify the following in CSV format files:**

**(a) the Company's data as specified in Attachment A, which seeks data relating to geographic identifiers associated with each cable system;**

**(b) the facilities-based competing providers of Internet access service and MVPD service (excluding private cable and wireless cable operators), separately identified by service and provider, and the distribution technology used by the competing provider (e.g., wireless, fiber optic cable, hybrid fiber optic cable, or satellite) for each zip code served;**

**(c) internal estimates of the percentage of homes passed that are overbuilt by any facilities-based competing provider of MVPD service and Internet access service separately for each such competing provider;**

**(d) the total capacity and the total unused capacity of each of the Company's cable systems by (i) MHz and the spectrum allocated to each cable service and any other service, and (ii) the number of non-broadcast programming networks;**

**(e) the headends serving each cable system, their physical locations, and the number of subscribers to each Cable Service served by each headend; and**

**(f) the channel lineups associated with each channel lineup identifier provided in Request 80(a).**

**Response to Specification 80:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 81:**

**For each zip code identified in Request 80(a) and for the Company as a whole, separately for residential subscribers, bulk residential, and non-residential subscribers, and for each month for the period beginning June 2012 through August 2015 provide the following:**

**(a) the Company’s data as specified in Attachment B, which seeks subscriber data relating to each of the Company’s service plans;**

**(b) a complete description of all services that were included in the Company’s response to the “Monthly Recurring Revenue” (MRR), “Monthly Recurring Core Service Plan Revenue”, and “Monthly Recurring and Non-Recurring Revenue Per Subscriber” (ARPU) fields in the “Service Plan” table provided for subpart (a);**

**(c) the Company’s data as specified in: i) Attachment C.1, which seeks data relating to subscriber counts; ii) Attachment C.2, which seeks data relating to disconnects; iii) Attachment C.3, which seeks data relating to new connects; iv) Attachment C.4, which seeks data relating to continuing subscribers; v) Attachment C.5, which seeks data relating to Internet Access Service tier transitions; vi) Attachment C.6, which seeks data relating to sidegrades; vii) Attachment C.7, which seeks data on long-run customer behavior; viii) Attachment C.8, which seeks data relating to churn by tenure; and ix) Attachment C.9, which seeks data relating to recent downgrades; and**

**(d) a description of the main types of disconnects that are included in each of the four categories of disconnects – mover, voluntary, non-payment, and all other – reported in Attachment C.2 and an explanation of the methodology the Company uses to estimate the number of disconnects in each category, including a discussion of the extent to which the Company is unable to obtain information on the reason for the disconnect and how the disconnect is classified in such cases.**

**Response to Specification 81:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 82:**

**For each zip code identified in Request 80(a) and for the Company as a whole, separately for each VOD service (Subscription, Free, Transactional, Pay-Per-View) and for each month for the period beginning June 2012 through August 2015, state and provide the following:**

**(a) the Company’s data related to VOD as specified in Attachment D; and**

**(b) in a separate CSV format file, for each VOD service, and for each month for the period beginning June 2012 through August 2015: (1) the total revenues; (2) the total cost of video programming distribution rights; (3) the total number of hours viewed; (4) the price of the service and a description of all discounts or promotions that were in effect; and (5) the percentage of the Company’s MVPD subscribers that view video programming via the service.**

**Response to Specification 82:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 83:**

**For video programming that the Company obtained from another person, separately for each month from June 2012 through August 2015, provide the following:**

- (a) the Company’s video programming data as specified in Attachment E; and**
- (b) in a separate CSV format file, the name and genre of video programming produced by any person that the Company chose not to obtain and the reasons(s) why the Company chose not to carry the network.**

**Response to Specification 83:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 84:**

**Provide the Company's internet traffic exchange data as specified in Attachment F.**

**Response to Specification 84:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 85:**

**Separately for each RSN in which the Company, or an officer, director, or executive of the Company, holds an Attributable Interest or distribution rights, provide the following:**

**(a) a complete description of the nature of the Attributable Interest or distribution rights in the RSN held by the Company, or any officer, director, or executive of the Company;**

**(b) an economic analysis of the effect of the proposed transaction on the merged entity's incentive to permanently withhold RSN programming from MVPDs and OVDs;**

**(c) an economic analysis of the effect of the transaction on the merged entity's ability and incentive to raise prices of RSN programming to MVPDs and OVDs;**

**(d) a detailed description of the methodology employed in subparts (b) and (c), as well as the underlying data and documents used to determine the various parameters, including but not limited to: critical departure rates; empirical estimates of actual departure rates; evidence regarding the likely value of estimated departure rates in this transaction; the profit margins on different bundles of services; the profit margin on the average subscriber that would be induced to switch from a rival to the Company if the programming were withheld from the rival; programming fees; programming costs; subscriber counts by distribution zones within the region that the RSN is distributed; per-subscriber license fees by distribution zones; per subscriber gross and net advertising revenue by distribution zones, departure rates, diversion rates, and churn rates;**

**(e) in a separate CSV format file, the list of zip codes contained within each distribution zone for each RSN;**

**(f) separately (i) for each MVPD within the distribution zone of each RSN specified in subpart (e); and (ii) for each month from January 2014 through August 2015, provide the Company's RSN distribution data as specified in Attachment G; and**

**(g) in a separate CSV format file, for each RSN and separately for each month from January 2014 through August 2015, total programming rights payments, total monthly advertising revenues, the total monthly advertising costs, and total monthly affiliate fee revenues by MVPD.**

**Response to Specification 85(a):**

The networks listed below are 100% owned, operated, and controlled by TWC.

<b>TWC Wholly Owned RSNs</b>
Time Warner Cable SportsNet / Time Warner Cable Deportes
OC Sports (Hawaii)
Time Warner Cable SportsChannel (KC)
TWC SportsChannel (Albany)
TWC SportsChannel (Buffalo)
TWC SportsChannel (Rochester)
TWC SportsChannel (Syracuse)
TWC SportsChannel (Nebraska)
TWC SportsChannel (NC-Raleigh, Charlotte, Greensboro, Wilmington; SC-Columbia, Florence, Myrtle Beach)
TWC SportsChannel (Cincinnati/Dayton)
TWC SportsChannel (Cleveland/Akron)
TWC SportsChannel (Columbus/Dayton)
TWC SportsChannel (North-Dallas, El Paso; South-Austin, San Antonio, Corpus, RGV)
TWC SportsChannel (Milwaukee, Green Bay)
Time Warner Cable Special Events (Spanish language)
Canal de Tejas (North – Dallas, Waco, El Paso; South – Austin, San Antonio, Corpus, RGV, Laredo) (Spanish language)



**Response to Specification 85(g):**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 86:**

**For all non-broadcast programming networks distributed on a national basis in which the Company or an officer, director, or executive of the Company, holds an Attributable Interest or distribution rights, please provide:**

**(a) a complete description of the nature of the Attributable interest or distribution rights in the programming network held by the Company, or any officer, director or executive of the Company.**

**(b) an economic analysis of the effect of the proposed transaction on the merged entity’s incentive to permanently withhold these nationally-distributed programming networks from MVPDs and OVDs;**

**(c) an economic analysis of the effect of the transaction on the merged entity’s ability and incentive to raise prices of this nationally-distributed programming to MVPDs and OVDs;**

**(d) a detailed description of the methodology employed in subparts (b) and (c) as well as the underlying data and documents used to determine the various parameters, including but not limited to: critical departure rates; empirical estimates of actual departure rates; evidence regarding the likely value of estimated departures rates in this transaction; the profit margins on different bundles of services; subscriber counts; the profit margin on the average subscriber that would be induced to switch from a rival to the Company if the programming were withheld from the rival; programming fees; programming costs; subscriber counts and shares; per-subscriber license fees, per-subscriber gross and net advertising revenue, departure rates, diversion rates, and churn rates; and**

**(e) in a CSV format file, separately for each national network, and separately for each month beginning June 2012 and through August 2015, state and provide the following: total monthly advertising revenues, the total monthly advertising costs, and total monthly affiliate fee revenues by MVPD.**

**Response to Specification 86(a):**

The Company holds a 6.35% ownership interest in The MLB Network, LLC, which operates the nationally distributed “MLB Network” programming service (“MLBN”). While the Company has the right to distribute MLBN on its own systems pursuant to an affiliation agreement with MLBN, it does not otherwise have any “distribution rights” (*e.g.*, the right to engage in distribution negotiations with other MVPDs or OVDs) with respect to MLBN. {{

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TWC also holds a 28.55% ownership interest in the iN Demand programming service. iN Demand is not a programming network, but offers pay-per-view and transactional VOD programming.

**Response to Specification 86(b):**

TWC respectfully submits that Charter possesses the information necessary to respond to this request.

**Response to Specification 86(c):**

TWC respectfully submits that Charter possesses the information necessary to respond to this request.

**Response to Specification 86(d):**

TWC respectfully submits that Charter possesses the information necessary to respond to this request.

**Response to Specification 86(e):**

As a minority investor in The MLB Network, LLC, TWC does not have non-privileged information responsive to this request within its possession, custody, or control.

**SPECIFICATION 87:**

**For each month in which usage-based pricing was in effect, and for each zip code identified in the Company's response to Request 81(a), and monthly for one year before and one year after usage-based pricing was in place, please provide the subscriber data for plans that included Internet Access service:**

**(a) the Company's usage based pricing data as specified in Attachment H.**

**Response to Specification 87(a):**

TWC does not utilize usage-based pricing for any residential broadband Internet access service tier and therefore has no responsive information to include in Attachment H. See TWC's response to Specification 34 for information regarding TWC's *Essentials Internet* program.

**SPECIFICATION 88:**

**For each zip code “plus four” identified in Request 81(a) and for the Company as a whole, provide the following:**

- (a) the Company’s TWC Maxx upgrades data as specified in Attachment I;**
- (b) in a separate CSV format file, the legacy Internet plan names, video and speed tiers and the corresponding “Maxx” Internet plan names, channels and speeds; and**
- (c) a complete description of “homes passed” as used in subpart (a).**

**Response to Specification 88:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 89:**

**For each market region identified in Request 80(a) and for the Company as a whole, separately for residential subscribers, bulk residential, and non-residential subscribers, and for each month for the period beginning June 2012 through August 2015, provide the following:**

- (a) the Company’s data as specified in Attachment J, which seeks data relating to non-advertising revenues by Bundled Services;**
- (b) the Company’s data as specified in Attachment K, which seeks data relating to Cable Services costs and advertising revenues;**
- (c) a complete and detailed description of the revenue elements the Company includes in each of the following categories of revenues reported in Attachments J and K: MVPD advertising revenues; Internet Access Service advertising revenues; total non-advertising revenue; recurring non-advertising revenue; and non-recurring non-advertising revenue; and**
- (d) a complete and detailed description of the cost elements that the Company includes in each of the following categories of costs reported in Attachment K: total programming cost; total MVPD advertising cost; total Internet Access Service advertising cost; variable cost of providing MVPD service other than programming cost and advertising cost; variable cost of providing Internet service other than advertising cost; and variable cost of providing phone service.**

**Response to Specification 89:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 90:**

**Provide all Company documents that employ, discuss or calculate customer lifetime value (“CLV”) or any other concept related to the present discounted value to the Company of acquiring a new customer for any bundled service.**

**Response to Specification 90:**

*See* Exhibit 90-01 for information responsive to this specification. All other non-privileged documents requested in the specification will be submitted shortly in a supplemental document production.

**SPECIFICATION 91:**

**State and describe in detail the Company’s most current and best estimate of CLV or present discounted value to the Company of acquiring a new customer for each Cable Service or Bundled Services, including a description of how the calculations were performed. Provide all data that the calculations are based upon and programs used for the calculations.**

**Response to Specification 91:**

TWC will submit a response to this specification shortly in a supplemental production.

**SPECIFICATION 92:**

**Table 4 in Professor Fiona Scott Morton’s Declaration of the Application (Exhibit D) provides estimates of the average revenue per user, average gross margin, and average variable cost for TWC, Charter and Bright House, for MVPD Service, Internet Access Services and Telephone Service to residential customers. Please provide:**

- (a) all source documents, data and code relied on or produced by Professor Fiona Scott Morton;**
- (b) an explanation for whether the calculations in Table 4 are for primary residential subscribers, bulk residential subscribers, or all subscribers as a whole, and the time period for which the calculations are relevant;**
- (c) provide a revised version of Table 4 that disaggregates average video revenue per user into average advertising revenue per user and average non-advertising revenue per user and disaggregates average video variable cost per user into average advertising cost per user and average non-advertising cost per user, provide a complete and detailed explanation of these additional figures were calculated and all source documents and data used to derive them;**
- (d) a complete and detailed description of the cost elements included in the category “other variable costs” from Table 4 of the Scott Morton Declaration and an explanation of why these are the appropriate cost elements to include in this category;**
- (e) a complete and detailed description of the various cost elements that are included in the category “variable cost of broadband service” from Table 4 of the Scott Morton Declaration and an explanation of why these are the appropriate cost elements to include in this category;**
- (f) a complete and detailed description of the various cost elements that are included in the category “variable cost of phone service” from Table 4 of the Scott Morton Declaration and an explanation of why these are the appropriate cost elements to include in this category; and**
- (g) an explanation for why these estimates are the Company’s best current estimates of average revenue per user, average gross margin and average variable cost for the Company’s MVPD services, Internet Access services and Telephone services to residential customers, or provide an analysis that presents the Company’s current best estimates, including a detailed explanation of how the estimates were derived and all source data and documents used in any additional.**

**Response to Specification 92(a):**

TWC directs the Commission to Charter’s response to Charter Specification 117 for information responsive to this specification.

**Response to Specification 92(b):**

TWC directs the Commission to Charter's response to Charter Specification 117 for information responsive to this specification.

**Response to Specification 92(c):**

TWC directs the Commission to Charter's response to Charter Specification 117 for information responsive to this specification.

**Response to Specification 92(d):**

TWC directs the Commission to Charter's response to Charter Specification 117 for information responsive to this specification.

**Response to Specification 92(e):**

TWC directs the Commission to Charter's response to Charter Specification 117 for information responsive to this specification.

**Response to Specification 92(f):**

TWC directs the Commission to Charter's response to Charter Specification 117 for information responsive to this specification.

**Response to Specification 92(g):**

TWC directs the Commission to Charter's response to Charter Specification 117 for information responsive to this specification.

**SPECIFICATION 93:**

**For each relevant service, identify each electronic or other database or data set used or maintained by the Company at any time after January 1, 2012, without regard to custodian, that contains information concerning the Company's**

- (i) sales;**
- (ii) prices;**
- (iii) margins;**
- (iv) costs, including but not limited to, programming costs, distribution costs, standard costs, expected costs, and opportunity costs;**
- (v) patents or other intellectual property;**
- (vi) research or development projects;**
- (vii) licensing of video programming;**
- (viii) customers; and**
- (ix) network performance, to the extent such customer information is not provided in response to other Requests elsewhere in this document.**

**For each such database, identify (a) the database type, i.e., flat, relational, or enterprise; (b) the size in both number of records and bytes of information; (c) the fields, query forms, and reports available or maintained; and (d) any software product or platform required to access the database.**

**Response to Specification 93:**

Document Bates-stamped TWCable-DOJ-000001559 provides a list of, and information about, relevant databases.

**SPECIFICATION 94:**

**Provide one copy of (and identify the Bates number of) each agenda, summary, or minutes of any meeting of the board of directors of the Company, and one copy of each presentation or other document provided to the board (except documents solely relating to environmental, tax, human resources, OSHA, or ERISA issues).**

**Response to Specification 94:**

TWCable-DOJ-000690474 through TWCable-DOJ-000698034 are responsive to this request and TWCable-DOJ-000003185 through TWCable-DOJ-000003193 is a list of these documents.

**SPECIFICATION 95:**

**Produce in Excel format, a chart listing the identity of each document cited in or used to support your narrative responses to each of the Information and Data Requests and for each document include the Information and Data Request number(s) for which it was used.**

**Response to Specification 95:**

TWC will provide a response to this specification shortly following completion of its documentary response.

# PUBLIC EXHIBITS

# Exhibit 36-21

# Acceptable Use Policy

## Time Warner Cable Internet Acceptable Use Policy

Time Warner Cable Internet ("TWC") seeks to create and foster an on-line community that can be used and enjoyed by all its cable modem customers. To further that goal, TWC has developed an Acceptable Use Policy. Although much of what is included here is common sense, TWC takes these issues very seriously and will enforce its rules to ensure enjoyment by all of its members. TWC reserves the right to suspend or cancel a subscriber's account for engaging in inappropriate conduct. (Subscribers, of course, also remain legally responsible for any such acts.) In using the ISP service provided over TWC's cable network (the "ISP Service"), subscribers accept this non-exhaustive list of restrictions as well as those set forth in TWC's Subscriber Agreement and agree to use the ISP Service only for lawful purposes and not to use or allow others to use the ISP Service in violation of the following guidelines:

- 
- Unless you have specifically subscribed for commercial grade service, the ISP Service is provided to you for personal, non-commercial use only. The service cannot be used for any enterprise purpose whatsoever whether or not the enterprise is directed toward making a profit. If it is your intention to use this service for these purposes, please contact TWC to inquire whether commercial grade service programs are available.
  - The ISP Service may not be used to engage in any conduct that interferes with TWC's ability to provide service to others, including the use of excessive bandwidth.
  - The ISP Service may not be used in a manner that interferes with TWC's efficient operation of its facilities, the provision of services or the ability of others to utilize the ISP Service in a reasonable manner. TWC may use various tools and techniques to protect the security and integrity of its networks, which may include detecting malicious traffic patterns, preventing the distribution of viruses or other malicious code, and such other tools and techniques as TWC may from time to time determine appropriate.
  - In using the ISP Service, you may not use an IP address or client ID not assigned to you, forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting or probe, scan or test the vulnerability of any system or network by the use of sniffers, SNMP tools or any other method.
  - The ISP Service may not be used to breach or attempt to breach the security, the computer, the software or the data of any person or entity, including TWC, to circumvent the user authentication features or security of any host, network or account, to use or distribute tools designed to compromise security, or to interfere with another's use of the ISP Service through the posting or transmitting of a virus or other harmful item to deliberately overload or flood that entity's system.
  - The ISP Service may not be used to post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient. Complaints regarding the posting, distribution, or availability of child pornographic material should be submitted to [childporncomplaints@rr.com](mailto:childporncomplaints@rr.com).
  - The ISP Service may not be used to upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others. These include, but are not limited to, materials infringing or compromising intellectual

property rights or the ability to maintain trade secrets and other personal information as private; the ability to avoid hate speech; threats of physical violence; harassing conduct; sexually oriented material that is offensive or inappropriate; and unsolicited bulk e-mail. To review Time Warner Cable's copyright repeat infringer and DMCA notice and takedown policies, please see [Abuse Reporting: Copyright Infringement Complaints](#).

- The ISP Service may not be used to engage in or foster any consumer fraud such as illegal gambling, "Make Money Fast" schemes, chain letters, Pyramid, or other investment schemes, or to make or encourage people to accept fraudulent offers by e-mail, USENET or other means, of products, items or services, originating from your account, or through a third party which implicates your account or to post or transmit off-topic or commercial messages on bulletin boards.

You may not engage in any of the above activities using the service of another ISP, while channeling such activities through your ISP Service account or using this account as a mail drop for responses.

[Privacy Policy](#) [Terms, Conditions & Policies](#) [Regulatory](#) [Forward-Looking Statements Caution](#) [California Privacy Rights](#)  
[Website Terms of Use](#)

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# Exhibit 65a-01

## TIME WARNER CABLE RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT

We provide you and your household members with our Services on the condition that you comply with our Customer Agreements. These agreements, which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully. The Customer Agreements constitute the entire agreement between you and us, and you are not entitled to rely on any other agreements or undertakings made by TWC personnel other than as set forth in the Customer Agreements.

- Residential Services Subscriber Agreement (this document). This Agreement contains the general terms and conditions governing your use of the Services.
- Your Work Order(s). We present you with a Work Order (either in electronic or print form) when you initiate service or when we visit your home to install additional services or address service problems.
- Terms of Service. Our Terms of Service contain information about the Services you receive and TWC’s policies relating to such matters as billing and customer service.
- Tariffs. If TWC has filed a tariff with the telephone regulatory authority in your state, then the tariff will govern, in whole or in part, your receipt of our Home Phone Service.
- Acceptable Use Policy. The “do’s” and “don’ts” for use of our Services.
- Addenda. You may have agreed to an Addendum to this Agreement when you signed up for a special service or a special promotional program.

By signing your Work Order (either in electronic or print form) or using our Services, you accept (in other words, agree to be legally bound by) these Customer Agreements and confirm that, by doing so, you are not violating the terms of any agreement you may have with another provider of services. Our website always contains the most current versions of our Customer Agreements. See <http://help.twcable.com/html/policies.html> or contact your local TWC office.

**THIS AGREEMENT CONTAINS A BINDING “ARBITRATION CLAUSE,” WHICH SAYS THAT YOU AND TWC AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION, AND ALSO CONTAINS A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST TWC MORE THAN ONE YEAR AFTER THE RELEVANT EVENTS OCCURRED. YOU HAVE THE RIGHT TO OPT OUT OF THESE PORTIONS OF THE AGREEMENT. SEE SECTIONS 14, 15 AND 16.**

Capitalized terms used in this Agreement have special meanings, which are contained in Section 17. By signing a Work Order or using our Services you agree on your own behalf and on behalf of your household members as follows:

### 1. Your Financial Responsibilities

**(a) Charges and Billing.** You must pay for the Services you receive or order in accordance with our billing practices, along with any installation or equipment charges and other

applicable fees and taxes. We reserve the right to change our prices and fees, and to impose new fees, charges and surcharges, including cost recovery surcharges as permitted by law. Certain of our fees are described below. Additional information regarding each of them is available from your local TWC office.

**(b) Promotions.** If you are under a promotional offering for a set period of time, you are assured that the price you are charged for the Services will not change during that period. However, you are not assured that the Services themselves (or the Customer-Owned Equipment or Customer Use Equipment requirements) will remain the same or that TWC's fees for things other than the Services (like Customer Use Equipment charges, late payment fees or charges for receiving paper statements) will remain the same. As an example, we offer several different Video Service packages, each of which contains a variety of channels, and the channel lineup for each package may change from time to time. In purchasing a Video Services package, you are not guaranteed any particular channels and you are not entitled to any compensation if any channels are removed from your video package.

**(c) Late Fees.** If you fail to pay your bill by the due date on your statement, we incur costs that we may pass on to you in the form of late fees and collection fees (including field collection fees that apply if we send someone to your home in an attempt to collect amounts you owe us). Except where late fees are set pursuant to law, these fees are based on the aggregate costs of our collection activities and may change over time and may vary by location. You confirm that these fees are difficult to determine on an individual basis and are reasonable in light of our costs in collecting past due amounts. We are entitled to charge you interest on past due amounts.

**(d) Service Suspension Fees.** If we suspend any of the Services we provide to you (for example, because you fail to pay amounts you owe us or because you violate our Customer Agreements), we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Services during the suspension.

**(e) Bounced Checks.** If your check to us "bounces" (or if your bank or payment card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us a fee.

**(f) Deposits.** We may require a deposit or other guaranteed form of payment (for example, a payment card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or payment card account you have authorized us to use.

**(g) Purchase Authorizations.** You authorize us to accept (and charge you for) any orders or requests made from your location or using your account information. For example, if someone in your home makes a long distance Home Phone call or requests a pay channel like HBO, you are responsible for the resulting charges. Similarly, if you provide any person with your TWC user name and password, you will be responsible for the costs of anything they order using the information, whether from within your home or outside it.

**(h) Special Offers are, Well, Special.** We are not required to notify you of offers we make available to others, or to change your prices to equal those contained in such offers.

**(i) Billing Errors.** You must bring any billing errors to our attention within 30 days of the day you receive the bill or you will waive any right to (in other words, you will not be eligible to receive) a refund or credit.

**(j) Governmental Fees, Taxes and Surcharges.** Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what governmental fees and taxes to collect from you. You waive any right to (in other words, you are not eligible to receive) a refund of any fees or taxes that we collect from you and pay to any government or agency. You can receive a list of the fees and taxes we collect from: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

**(k) Urban Myth Debunked.** You cannot settle amounts you owe us by writing “paid in full” or any other message on your bill or check.

**(l) Replacement Bank and Credit Cards.** If you provide us with a credit or bank card for billing or deposit purposes and the issuer gives you a new card on the account, you authorize us to update our records and to continue to use the account as before.

**(m) Third Party Claims.** If a third party sues us based on your use of our Services, Equipment or Software (for example, claiming theft or copyright infringement based on something you posted on-line using our HSD Service), or based on a breach by you of any Customer Agreement(s), you will indemnify us (in other words, reimburse us) for any losses, including reasonable attorneys’ fees, that we suffer.

## **2. Your Responsibilities Regarding Equipment**

**(a) Access to Equipment.** You will allow us to enter your premises to install, maintain or replace Equipment and to make sure our Services are operating and being delivered properly to you and your neighbors. If you stop receiving Services from us, you may terminate these rights by giving us one year’s advance notice. You confirm that you are authorized to grant the rights described in this paragraph.

**(b) Repairs.** After we install or remove Equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make. We have an obligation to make such repairs only if we performed our work negligently and your property was damaged as a result.

**(c) Downloads.** We can make changes to Equipment and Software through downloads from our network or otherwise. To deliver the Services, we may from time to time download software and make other changes to Customer-Owned Equipment, which may change the features and functionality of Customer-Owned Equipment. You represent that you have the authority to grant us access to such equipment to make such changes.

**(d) Equipment Location.** You may not move Customer Use Equipment to any location other than the location where you initially received the Services. This is true even if you have moved to a new location and continue to pay us for the Services.

**(e) Equipment Return.** You must arrange to return the Customer Use Equipment to us in good condition when the Services are terminated and, if you fail to do so, we have your permission

to retrieve Customer Use Equipment from your premises at your expense. You are responsible for applicable fees until we receive the Customer Use Equipment. If we do not receive the Customer Use Equipment within a reasonable amount of time after the Services are terminated, we are entitled to assume that you have lost the Customer Use Equipment.

**(f) Lost or Damaged Equipment.** If the Customer Use Equipment is lost, stolen, damaged or tampered with, you must reimburse us (as “liquidated damages”) even if you are not at fault. The liquidated damages amount for Customer Use Equipment is available on request from your local TWC office. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Customer Use Equipment or the losses we could suffer if a third party improperly gained access to our Services using Customer Use Equipment we provided to you.

**(g) Recovered Equipment.** The Customer Use Equipment we provide to you always belongs to us even if you reimburse us for the cost of it. If you find or recover lost equipment, you must return it to us. You may not remove or alter our logos or other identifying information (for example, serial numbers) on the Customer Use Equipment.

### 3. Your Right to Use our Services and Property is Limited

**(a) Our Services May Change.** We can change the Services, or require that you obtain new Customer-Owned Equipment, or lease new or additional Customer Use Equipment from us to obtain the full benefit of the Services.

**(b) Features and Functionality May Differ.** Our Services may operate differently depending on the equipment you use to receive them. For instance, if you choose not to lease a set-top box from us, you may be unable to view all available channels for the tier of Service you receive or to perform certain two-way operations. If you use a TWC App running on a third party’s device, you may have access to a different guide and user experience than if you use a set-top box for the Video Service. Different set-top boxes may also deliver different user experiences. Our in-home and out-of-home Services may also differ. For example, our out-of-the home wi-fi service may not provide the same Throughput Rate that our in-home HSD Service provides and our out-of-home Video Services may provide fewer channels than our in-home Video Services.

**(c) Software License.** We may provide you with Software as part of or to help you use our Services. We allow you to use such Software and other TWC intellectual property, but only to the extent necessary to use or receive the related Services. The Software and other intellectual property always belong to us and our licensors, and you do not have any ownership rights in them or any right to license them to others. We may, but are not obligated to, modify the Software, including through remote downloads to Customer Use Equipment or Customer-Owned Equipment. If we notify you that a Software update is available to you, you should promptly perform the update. If you don’t, the Software, Customer Use Equipment and/or Customer-Owned Equipment may not work properly with our Services. You represent that you have the authority to grant us access to the Customer-Owned Equipment to make such modifications.

**(d) Personal, Non-commercial Use Only.** The Services and Software are for your reasonable personal, non-commercial use only. You may not examine or manipulate the Software code. You may not share our in-home Services or related Software with any person who is not a

member or guest of your household or to persons outside your premises. You may not enable any person who is not a member of your household to access our out-of-home Services or related Software (for example, by providing them with your TWC user name and password).

**(e) Unauthorized Access.** You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. For example, if you establish a user name and password with us that enable you to access our out-of-home Services, you will not provide that user name and password to any person other than the members of your household. If you do, we reserve the right to revoke your access credentials or terminate the Services you receive.

**(f) Theft of Service.** If you knowingly access Services that you have not paid for, enable others to access Services that they have not paid for, or damage or alter our Equipment (or use Customer-Owned Equipment) in order to do so, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or criminal charges. Only TWC may service Customer Use Equipment. You will not allow anyone else to open, take apart or modify Customer Use Equipment.

**(g) Deletion of Materials.** We reserve the right, both during the term of this Agreement and upon its termination, to delete voicemail messages, email messages, call details, files and other information that is stored on our servers, systems or Equipment, in our discretion and in accordance with our storage policies. We might delete this information if, for example, the applicable Service account has gone unused for an extended period of time, if this Agreement has been terminated by you or us, or if we replace Customer Use Equipment that holds such information. Such deletions also may occur inadvertently. We will not be responsible for any loss or removal of such data or information.

#### 4. Special Provisions for Home Phone Subscribers

**(a) Electrical Power is Required.** Home Phone Service is delivered over a broadband connection and, as is the case with a cordless phone, is electrically powered. If your broadband connection or power is interrupted, you may not be able to make or receive calls or use 911, home security or medical monitoring services. This is true even if your cable modem contains a battery.

**(b) Home Security and Medical Monitoring.** The Home Phone Service may not work properly with a third party's home security or medical monitoring system and we accept no responsibility for its performance with such systems. If you intend to use the Home Phone Service with a third party's home security or medical monitoring system, you are responsible for making sure it works properly and for the cost of doing so. You should contact your home security or medical monitoring provider to determine whether the Home Phone Service is compatible with its systems and to test the system's operation with the Home Phone Service.

**(c) 911 Information.** The cable modem that we provide to you for Home Phone Service is linked to the address on your Work Order. Ensuring that your address is correctly listed with 911 databases normally takes between 24 and 120 hours from the time that you subscribe to Home Phone Service. If you move the modem to another address, you violate this Agreement. Furthermore, if you call 911 from the new address using the modem, emergency personnel will not be able to locate you. Also, as noted above, your Home Phone Service may not be available in the event of an electrical power outage, or if your local TWC system experiences

service issues, and in those instances you will not be able to use the Home Phone Service to call 911.

**(d) Directory Listing Errors.** If we do not comply with your requests regarding directory listing information (for example, list the wrong number or list a number you requested be unlisted), you may be entitled to a credit under our policies or, if greater, an amount prescribed by applicable regulatory requirements. Please contact your local TWC office for more information. Other than these credits, we have no liability with respect to directory listings.

## 5. Special Provisions for HSD Subscribers

**(a) Network Management and Monitoring.** We may use Network Management Tools to make our Services operate efficiently. We may monitor your bandwidth usage and patterns and your compliance with our Customer Agreements.

**(b) HSD Service Level Limits.** Each HSD Service level may have a Maximum Throughput Rate, a Usage Limit or other characteristics. We can set or change the Maximum Throughput Rate, Usage Limit or other characteristics of any HSD Service level. If we do, we may put in place additional terms to address usage that is not consistent with the resulting HSD Service level. For example, if we set or change the Usage Limit that applies to your HSD Service level and you exceed the limit, we may suspend your HSD Service, reduce your Maximum Throughput Rate or charge you for your excess usage. You may need to subscribe to a more expensive HSD Service level or pay for additional bandwidth to avoid suspension or slower HSD Service. We will notify you of any new or changed Usage Limit (or any material reduction in the previously published Maximum Throughput Rate) for your HSD Service level and any related terms.

**(c) Throughput Rates.** We do not guarantee that you will obtain the Maximum Throughput Rate for the level of HSD Service to which you subscribe at any given time or on a continuous basis. The Throughput Rate you experience at any time will be affected by a number of factors, including the nature of the Internet and its protocols, our facilities, the bandwidth we devote to carriage of protocol and network information, the condition and configuration of our Equipment or Customer-Owned Equipment at your location, whether you use an in-home wi-fi network (which can significantly limit the Throughput Rate obtained by devices attached to it), our use of Network Management Tools, data volume and congestion on our network and the Internet, the time of day you are using the HSD Service, the performance of the website servers you try to access, and the priority we give to our business subscribers' data traffic and specialized services we deliver using our Equipment as described in our Network Management Disclosures..

**(d) Your Transmissions.** If you send or post materials through the HSD Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates our Customer Agreements, we may (but have no duty to) delete the materials, block access to them or cancel your account.

**(e) Cable Modems.** The HSD Service requires the use of a cable modem. You may lease a cable modem from us for a monthly fee or purchase one from a list of modems authorized for

use on our systems. For a list of TWC-authorized modems, see <http://www.timewarnercable.com/en/residential-home/support/topics/internet/buy-your-modem.html>. If you attempt to use a modem that is not on the list, the HSD Service will not work. In addition, if you use a modem we do not supply, or if you do not replace the modem we provide when we increase speeds, you may not be capable of obtaining our Maximum Throughput rate.

**(f) Addresses.** Use of the HSD Service does not give you any ownership or other rights in any Internet Protocol, email or Internet addresses that may be provided to you as part of the Service. We may modify or change these addresses at any time without notice to you. Upon termination of an HSD Service account, we reserve the right to permanently delete or remove any or all addresses associated with such account.

## 6. Objectionable Material and Parental Controls

Our Services make available some material that may offend you or be inappropriate for members of your household. TWC provides parental controls and other tools that can filter or block access to certain video programming and Internet content. Parental controls for Internet can be downloaded at <http://www.timewarnercable.com/en/residential-home/internet/cable-internet-features/internet-security-parental-controls.html>. In order to use our parental controls for video programming, you generally must lease a set-top box from us or use a TWC App that has such capabilities. The availability and effectiveness of these tools may vary. Even if you use the parental controls we provide and they work as intended, you may be exposed to materials you find objectionable.

## 7. If You Have Service Problems, You May Be Entitled to a Credit

**(a) Service Problems.** We will attempt to correct service problems caused by our Equipment or Software but we are not required to install, service or replace Customer-Owned Equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact your local TWC office.

**(b) Outages and Credits.** TWC has no liability for service interruptions except that, if you lose all Video, HSD or Home Phone Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control (excluding service suspensions resulting from your failure to pay amounts you owe us or for violations of our Customer Agreements), we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Service(s) interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).

**(c) Force Majeure.** We have no responsibility for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or

governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

**(d) Applicable Laws.** Applicable law may impose other outage credit requirements with respect to some or all of the Services. If this is the case, we will follow the law.

**(e) Non-TWC Equipment.** Our Services may not work with Customer-Owned Equipment, or other equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services even if we provide you with a CableCARD™ as may be recommended by the device manufacturer. To get the full benefit of our Services, you may need to lease Customer Use Equipment from us.

## 8. We May Change our Customer Agreements

**(a) Changes May be Made Online.** We may change our Customer Agreements by amending the online version of the relevant document.

**(b) Effectiveness.** Any change to a Customer Agreement will only become binding on you 30 days after we make that change. If you continue to use the Services following such 30-day period, you will have accepted (in other words, agreed to be legally bound by) the change. If you do not agree to the change, you will need to contact your local TWC office to cancel the Services you receive from us.

**(c) Notice as to Certain Changes.** We will provide you at least 30 days' notice of any material change to the provisions that limit the time to commence a legal action contained in Section 14 or the arbitration provisions contained in Section 15 of this Agreement and any such change will become effective only after such notice period has run.

**(d) Changes are Prospective Only.** Any change to a Customer Agreement is intended to be prospective only. In other words, the amended version of the relevant document begins to apply only as of the end of the 30-day period noted above.

## 9. If You Violate our Customer Agreements

**(a) We Can Suspend or Terminate the Service.** If we think you have violated our Customer Agreements, we have the right to suspend or terminate any or all of the Services we provide to you (including your rights to use any Software) without prior notification.

**(b) Charges While Service Suspended.** If we choose to suspend your Service, we may do so electronically and we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Service during the suspension. Service restoration fees are available from your local TWC office.

**(c) We Can Pursue other Remedies.** If we think you have violated our Customer Agreements, we have the right to seek compensation from you through arbitration or, if you have opted out of this Agreement's arbitration provisions as permitted under Section 15, or if we are seeking a court order that requires you to take or cease taking any action, by suing you in court.

**(d) No Waiver.** TWC does not waive (in other words, give up) any rights under our Customer Agreements just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a violation of our Customer Agreements, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

## **10. Our Services are Not Guaranteed and Our Liability is Limited**

**(a) NO WARRANTIES.** OUR SERVICES (WHICH, FOR PURPOSES OF THIS SECTION 10, ALSO REFERS TO OUR EQUIPMENT AND SOFTWARE) ARE NOT GUARANTEED TO WORK, TO BE ERROR-OR VIRUS-FREE, OR TO BE COMPATIBLE WITH ANY SERVICES, EQUIPMENT OR SOFTWARE NOT PROVIDED TO YOU BY TWC OR OUR LICENSORS OR SUPPLIERS (INCLUDING CUSTOMER-OWNED EQUIPMENT). OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO THESE SERVICES. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CANNOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

**(b) TWC'S LIABILITY IS LIMITED.** EXCEPT FOR THE DIRECTORY LISTING SERVICE CREDITS DESCRIBED IN SECTION 4 AND THE SERVICE INTERRUPTION CREDITS DESCRIBED IN SECTION 7 OF THIS AGREEMENT, NEITHER WE NOR OUR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS WILL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON YOUR RELATIONSHIP WITH US OR OUR PROVISION OF THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR REGULATION OR ANY OTHER LEGAL THEORY. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL OF CUSTOMER USE EQUIPMENT OR CUSTOMER-OWNED EQUIPMENT. IN NO EVENT WILL WE BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

**(c) SECURE YOUR COMMUNICATIONS AND DATA.** THE SERVICES AND THE COMMUNICATIONS YOU MAKE USING THEM MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. TWC WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO THE SERVICES, THE CUSTOMER-OWNED EQUIPMENT, OR YOUR COMMUNICATIONS OR DATA.

**(d) DAMAGE OR LOSS TO YOUR PROPERTY.** THE SERVICES MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT (INCLUDING CUSTOMER-OWNED EQUIPMENT), SOFTWARE AND DATA (INCLUDING YOUR PERSONAL FILES). WE ARE NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. THIS INCLUDES DAMAGE OR LOSS RESULTING FROM SOFTWARE DOWNLOADS OR OTHER CHANGES OR MODIFICATIONS THAT ARE MADE TO CUSTOMER-OWNED EQUIPMENT AS CONTEMPLATED IN THIS AGREEMENT.

## **11. Your Privacy Rights and Obligations**

**(a) Applicable Law.** Your privacy interests, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal

Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Subscriber Privacy Notice.

**(b) TWC’s Privacy Policy.** In accordance with applicable law and our own practices, we give each new customer our Subscriber Privacy Notice at installation and provide all customers with our Subscriber Privacy Notice at least annually. You may obtain the Subscriber Privacy Notice at <http://help.twcable.com/policies.html> or from your local TWC office.

**(c) Information from Interactive Services.** When you or members of your household use interactive features of our Services or Software, you may provide us or third parties with your personal information. For more information regarding our collection, use and disclosure of your personal information, see our Subscriber Privacy Notice.

**(d) Exceptions.** TWC may (but has no duty to) disclose any information that it believes appropriate to protect its rights, comply with law, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

**(e) Safeguard Your Account Information.** You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social security number or passwords that we may issue to you). If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person’s use of the information and we may provide your personal information to that person as if they were you.

## 12. You are Consenting to Phone and Email Contact

**(a) Phone Calls.** We may call or text you or authorize others to call or text you on our behalf using any number you provide to us (or that we issue to you) for any purpose, including marketing of our Services. This is true even if your numbers are included on state or federal “do not call” lists. You are responsible for charges for incoming text messages on your wireless phone. However, if you ask to have your number placed on our “do not call” list, we will not call or text you (or authorize others to call or text you) at that number for marketing purposes. To have your number placed on our “do not call” list, contact your local TWC office.

**(b) Robo-Calls.** We (or persons acting on our behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if you do not answer.

**(c) Recording of Calls.** You agree that we may monitor or record your telephone conversations with us (whether we call you, or you call us). If you do not wish your telephone conversations with us to be monitored or recorded, you should conduct any business with us in person at your local TWC office.

**(d) Emails.** We may email you or authorize others to email you on our behalf using any address you provide to us (or that we issue to you) for any purpose, including marketing of our Services. If you ask to have your address placed on our “do not email” list, we will not email (or authorize others to email) marketing messages to you at that address. To have your address placed on our “do not email” list, contact your local TWC office.

### 13. You are Consenting to How We Provide You with Notices and Communications

**(a) Video Lineup Changes.** You authorize us to provide required notices to you regarding channel line-up changes and other changes to our Services by providing the relevant information on our website, on your monthly bill, as a bill insert, via email, in a newspaper or by any other communication permitted under applicable law.

**(b) Other Notices.** You authorize us to provide other notices to you using any method we determine appropriate, including by electronic means (for example, email or online posting).

**(c) Other Consents.** We may ask you to provide consents or authorizations, including by electronic means including email or your equipment (for instance, using your remote control to purchase a VOD movie, to request information regarding an advertiser’s products or to “opt in” to a consumer study), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.

**(d) Email Address for Notice.** Upon our request, you will provide us with a current email address that you regularly check so that we may provide notices and communications to you at that address. If you stop using that email address, you will provide us with a new address for such purposes.

### 14. Unless You Opt Out, You are Agreeing to Limit the Time You Have to Bring a Legal Action

**(a) One Year Limit.** You waive (in other words, give up) the right to commence any proceeding against TWC if the relevant events occurred more than one year earlier.

**(b) Opt Out.** You may opt out of the waiver set forth in this section. If you do so, the normal statute of limitations in your area will apply to any claims you may wish to assert. To opt out, you must notify TWC using one of the methods described in Section 16, below, within 30 days of the date that you first became subject to this provision (i.e., the date you first became subject to our Customer Agreements by signing a Work Order or using our Services or, if this Section 14 (or a predecessor version that is not materially different from this Section 14) was not then a part of the Customer Agreements, then the date that this Section 14 became binding on you in accordance with the terms of Section 8(c), above).

### 15. Unless you Opt Out, You are Agreeing to Resolve Certain Disputes Through Arbitration

**(a) Arbitration or Small Claims Court.** Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in Section 15, each of us agrees to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. As an alternative, you may bring your claim in your local “small claims” court, if its rules permit it. If you bring an action in small claims court, you waive (unless local law prohibits such a waiver) discovery in that proceeding (in other words, unless local law prohibits you from doing so, you agree you will not be able to depose TWC witnesses or seek non-public documents).

**(b) Types of Claims.** Each of us may bring claims against the other only on their own behalf, and not on behalf of any official or other person, or any class of people, and neither of us

may bring claims against the other alongside or with claims, whether similar or not, brought by other people. Only claims for money damages may be submitted to arbitration; claims for injunctive orders or similar relief must be brought in a court (other than claims relating to whether arbitration is appropriate, which will be decided by an arbitrator, not a court). You may not combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement.

**(c) Arbitration Decisions.** The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or TWC requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution’s appeal rules, within 120 days of filing.

**(d) Costs.** Before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees (but only to the extent they exceed your local small claims court filing fees) and (2) the portion of the arbitrator’s costs for which you would normally be responsible. If TWC wins the arbitration, you will reimburse us for these advances. TWC will, of course, pay any fees or costs required under the law where you live.

**(e) Opt Out.** You may opt out of this agreement’s arbitration provision. If you do so, neither you nor TWC can require the other to participate in an arbitration proceeding and each of us can sue the other in a court of law. To opt out, you must notify TWC using one of the methods described in Section 16, below, within 30 days of the date that you first became subject to this arbitration provision (i.e., the date you first became subject to our Customer Agreements by signing a Work Order or using our Services or, if this Section 15 (or a predecessor version that is not materially different from this Section 15) was not then a part of the Customer Agreements, then the date that this Section 15 became binding on you in accordance with the terms of Section 8(c), above).

**(f) Enforcement.** If the prohibition against class action and other claims brought on behalf of third parties contained in Section 15(b) is found to be unenforceable, then all of Section 15 other than subsection (g), below, will be null and void.

**(g) Jury Waiver.** Any Dispute properly brought in a court of law in connection with our Customer Agreements (including this Agreement) will be heard and decided by a judge, not a jury. Each of us waives (in other words, gives up) the right to a jury trial in any such Dispute.

## 16. Opt Out Instructions

To opt out of the time limitation on claims that is set forth in Section 14, above, or the arbitration provisions in Section 15, above, you must use one of the following notification methods:

Send a written opt out request to:

Time Warner Cable  
60 Columbus Circle, Rm 16-329  
New York, NY 10023  
Attn: Senior Director, Compliance and Legal Affairs

You must include in your written request your name, address and TWC account number and a clear statement that you wish to opt out of this Agreement’s arbitration obligation and/or that you wish to opt out of this Agreement’s 1-year limitation on your right to bring claims.

or

Visit the appropriate URL noted below and complete all required information:

To opt out of Section 14: <http://www.timewarnercable.com/en/about-us/legal/privacy-policy/statute-of-limitations-opt-out.html>

To opt out of Section 15: <http://www.timewarnercable.com/en/about-us/legal/privacy-policy/arbitration-opt-out.html>

## 17. Definitions; Headings

(a) “**Addendum**” means a document that you agree to when you sign up for or use a special TWC service or promotional program. The Addendum supplements the terms of our other Customer Agreements for purposes of the relevant special service or promotional program.

(b) “**Agreement**” means this Residential Services Subscriber Agreement, as amended from time to time.

(c) “**Customer Agreements**” refers to the agreements, notices and policies described in the introduction to this Agreement.

(d) “**Customer-Owned Equipment**” means any devices and equipment that are owned by you, whether purchased from us or someone else, and used by you to receive the Services. Customer-Owned Equipment does not include Customer Use Equipment.

(e) “**Customer Use Equipment**” means the converter boxes, cable modems, remote controls and other devices and pieces of equipment that we provide to you to receive the Services and that you must return to us if the Service is cancelled.

(f) “**Dispute**” means any dispute, claim, or controversy between you and TWC regarding any aspect of your relationship with us or any conduct or failure to act on our part, including claims based on breach of contract, tort (for example, a negligence or product liability claim), violation of law or any claims based on any other theory, and including those based on events that occurred prior to the date of this Agreement.

(g) “**Equipment**” means Customer Use Equipment and other equipment utilized in connection with the Services. Equipment does not include wiring on your premises and does not include Customer-Owned equipment.

(h) “**HSD Service**” and “**High Speed Data Service**” means our broadband Internet service (including when distributed over an in-home wi-fi network) and wireless data services (including our out-of-home wi-fi service).

(i) “**including**” or “**include**” means inclusion without limitation.

- (j) **“Maximum Throughput Rate”** means the highest Throughput Rate that is provided by your level or tier of HSD or Wireless Data Service.
- (k) **“Network Management Tools”** are the tools and techniques we use to manage our network, ensure a quality user experience and ensure compliance with our Acceptable Use Policy. Examples of some Network Management Tools can be found in our Acceptable Use Policy and Network Management Disclosures. See <http://help.twcable.com/html/policies.html> or contact your local TWC office.
- (l) **“Services”** refers to the services and features you receive or order from us. These may include video, high speed data, wireless data, home security and monitoring, and Home Phone services, equipment-based services like DVR service, and free services that you may use in connection with any of our paid services. **“In-home Services”** refer to Services that you use in your home; **“out-of-home Services”** refer to Services that you can use outside your home (for example, wi-fi service you access in a public place through your TWC account and video programming you can watch outside your home using a TWC App or TWCTV.com).
- (m) **“Software”** refers to any software that we or our licensors provide or make available to you in connection with our Services, including any software that has been downloaded to Customer Use Equipment or Customer-Owned Equipment as contemplated in this Agreement.
- (n) **“Tariff(s)”** are the materials TWC files with your local Public Service Commission (or similar state agency) that describe some of the terms on which we offer our Home Phone Service.
- (o) **“Throughput Rate”** refers to the rate at which data can be transferred between your location and our facilities over a given period of time. The Throughput Rates that we mention in our marketing and other materials refer to our Maximum Throughput Rates.
- (p) **“TWC”** means Time Warner Cable Inc. and our subsidiaries that provide our Services, or any cable operator to whom we assign this Agreement.
- (q) **“TWC App”** means Software that we make available directly or through a third party that allows you to use a third party’s device to access TWC Services.
- (r) **“Usage Limit”** means the aggregate amount of “upstream” and “downstream” data that may be transferred between your location and our facilities in a prescribed period (for example, a monthly billing period). If you are unsure of whether your HSD Service level has a Usage Limit or how to monitor your data usage, check with your local TWC office.
- (s) **“Video Service”** refers to the video and/or audio programming Services we provide, including VOD offerings.
- (t) **“Work Order”** means any TWC work or service order(s) that we have provided to you or provide in the future. We provide you with a Work Order when you initiate service or when we visit your home (for example, to install additional services or correct service problems). If you require a copy of any Work Order we have provided to you, please contact your local TWC office.

(u) **Headings.** Headings used in this Agreement are for convenience only, do not form a part of this Agreement and will not affect the meaning or interpretation of this Agreement.

## 18. Term of Agreement; Termination of Service

(a) **Survival of Terms.** The terms of this Agreement relating to the rights in and to Software (Sections 3(b) and 3(c)), limitations on liability and warranty disclaimers (Section 10), the time period within which you may bring claims (Section 14), resolution of disputes (Section 15), our obligation to grant you service credits (Sections 4 and 7) and your obligation to pay us and to indemnify us for certain third-party claims (Section 1) will survive (in other words, continue to apply to you even after) the termination of this Agreement.

(b) **Term.** This Agreement remains in effect until you no longer receive any of the Services and any balance on your account has been paid in full or waived in writing by us.

(c) **Our Right to Terminate.** We may terminate your Services and your rights to use any Software or Equipment at any time for any or no reason, including if we determine that you or a member of your household has received Services from us in the past and failed to pay amounts owed to us.

(d) **Your Right to Terminate.** If you wish to terminate Services, you must notify us and either return any Customer Use Equipment to us or provide us with reasonable opportunity to schedule a visit to your location to disconnect the Services and recover Customer Use Equipment.

(e) **Another Urban Myth Dispelled.** You cannot terminate Services by writing "canceled" or any other message on your bill or check.

## 19. The Rights of Third Parties

(a) **No Transfers or Assignments.** Except with our consent, you may not transfer or assign to any other person (in other words, make another person legally responsible for) the Services, the Software, the Customer Use Equipment or your obligation to comply with our Customer Agreements.

(b) **Contractors and Licensors.** We may use contractors to assist us in providing the Services and we may provide you with Software or Equipment that is owned or manufactured by a third-party. If you bring a claim against these contractors or third parties, they have the same rights that we have under our Customer Agreements.

(c) **No other Third Party Beneficiaries.** Other than contractors and licensors mentioned in the preceding paragraph, our Customer Agreements are not intended to benefit (in other words, to create any rights or obligations for) anyone other than you and us.

## 20. What Happens if the Law in Your Area Conflicts with our Customer Agreements

(a) **Conflict with Local Law.** Our Customer Agreements may be the subject of legal requirements that apply where you live or where we provide Services to you. If such a requirement conflicts with our Customer Agreements with respect to one or more Services, the legal requirement will take priority over the part of our Customer Agreements with which

it conflicts, but only with respect to that part and only with respect to the Services to which such legal requirement applies.

**(b) Partial Invalidity.** If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement should stand. The surviving portions of the relevant Customer Agreement should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in Section 15 regarding Arbitration.

## **21. What Happens if There is a Conflict between our Customer Agreements**

**(a) English Language Version Controls.** If we have provided you with a non-English translation of any our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with TWC and will control in the event of a conflict. The translation is provided as a convenience only.

**(b) Conflicts with Work Order.** In the event of a conflict between the terms of this Agreement and your Work Order, then the terms of this Agreement control.

**(c) Conflicts with Certain Other Agreements.** In the event of a conflict between the terms of this Agreement and the terms of any Addendum or our Terms of Service, then the terms of the other document will control with respect to the applicable Service.

# Exhibit 65a-02

[http://help.twcable.com/twc\\_privacy\\_notice.html](http://help.twcable.com/twc_privacy_notice.html)

# Time Warner Cable Subscriber Privacy Notice

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## What This Privacy Notice Covers

This Notice describes our practices with respect to your "personally identifiable information" and certain other information. Personally identifiable information is information that identifies you and that you have furnished to us or that we have collected in connection with your receipt of our services. Personally identifiable information does not include aggregate or anonymous data or any individual bits of data that do not identify you. This Notice applies to all of our residential and commercial subscription services, including video, voice, telecommunications, data and security (collectively and individually, "Time Warner Cable Services"), whether provided individually or as part of a bundle of services.

This Notice also discusses your Customer Proprietary Network Information ("CPNI"). This is information about you that we obtain solely in connection with your receipt of our Home Phone, Business Class Phone or commercial telecommunications services ("Phone Services"). CPNI consists of the information contained in your Phone Services bill and any other information about the quantity, technical configuration, type, destination, location and amount of your use of Phone Services. If you are a Phone Services customer, we have a duty under federal law to protect the confidentiality of your CPNI and you have the right to have the confidentiality of your CPNI so protected.

This Notice does not cover information that we may collect from our Internet portals and websites, each of which contains its own privacy notice, or any applications, web services or tools that you download or access from these portals and websites. You should also be aware that some of the content, applications and advertisements provided on these portals and websites may be provided by third parties even where the items appear to be hosted by Time Warner Cable's Broadband Internet Service. When you access these third parties' online content or services, your personally identifiable information may be transmitted to them. The policies described in this Notice do not apply to these third parties, which may have their own privacy policies.

This Notice does not cover third party on-line services that you may purchase with our data services (e.g., the services of EarthLink and other on-line providers ("OLPs")). These OLPs may have their own privacy policies.

Our website always contains the most current version of this Notice. See <http://help.twcable.com/policies.html>. We also provide you with a copy of our Notice upon initiation of service and annually thereafter. You may also obtain a copy of the current Notice by contacting your local TWC office or requesting one through [TWC.Privacy@twcable.com](mailto:TWC.Privacy@twcable.com).

We may modify this Notice at any time. If we do, we will update it on this web site. If you continue to accept our services after a change, then you are deemed to have accepted the change.

Six areas are covered by this Notice:

- the nature of personally identifiable information and CPNI collected about you and the way such information is used;
- the nature, frequency, and purpose of any disclosure that may be made of such information;
- disclosure of such information to governmental entities and through legal process;
- the period of time during which such information will be maintained;
- the times and place you may have access to the information collected; and
- your rights under the Communications Act.

## 1. Collection and Use of Personally Identifiable Information and CPNI

### A. Personally Identifiable Information

Under the Communications Act of 1934, as amended (the "Communications Act"), we may collect personally identifiable information (described below) over a cable system without your consent if it is necessary to provide our services to you or to prevent unauthorized access to services or subscriber data and we may collect other information that you consent to our collecting and that we will use as you direct. Below is a description of the information that we may collect, using the system or otherwise, about our users in order to provide our services and to prevent unauthorized access to our services.

Personally identifiable information: In order to provide any of our services to you, we may need to collect data about you, including your name; home, e-mail and work addresses; home, cellular and work telephone numbers; social security number; driver's license number; credit, credit card, debit card and bank information; billing and payment information; records of damage and security deposits; records of maintenance and repairs; the number of converters, cable modems or other cable equipment installed in your home or place of business (collectively, "TWC Equipment "); the number of television sets, telephones, computers and other equipment of yours that are connected to TWC Equipment or that receive the Time Warner Cable Services (collectively, "Customer Equipment "); the location and configuration of Customer Equipment; the service options you have chosen; the programs, features and services you have utilized; identifying information associated with the TWC Equipment (e.g., a serial number and/or MAC address of each converter box installed); performance history associated with the TWC Equipment; whether you rent or own your home or place of business (as this may impact installation issues); subscriber correspondence; records of violations and alleged violations of our terms of service; customer research and satisfaction data; and information from third parties that is commercially available, such as age, income and other demographic information.

We may remotely check the TWC Equipment and the Customer Equipment for purposes that include diagnostics and network security and maintain records of the results.

Other information: Our system, in delivering video services, may automatically log information concerning the use and performance of your TWC Equipment, including programming choices requested, the date and time of these choices, and information, services and products ordered from us or our advertisers. This data may be used for purposes that include allowing us to deliver desired information, products and services to you. For example, if you request on demand programming, we

will need to collect information about your equipment along with the particular title ordered so that the right content is delivered to the right converter box. If the video ordered has a charge, we will then need to personally identify this information by associating it with your billing account so that we bill the correct customer.

Another example of information that we collect while delivering digital video services is data necessary to provide switched digital services. Many of our systems use switched digital technology so we can deliver additional channels and services. To do so, we need to collect your tuning choices along with information about your equipment to ensure that desired channels are delivered to you when you request them. While this information is temporarily associated with your equipment in order to provide these services, it will not be once the equipment identification is no longer needed for operations, troubleshooting and billing purposes. This anonymous information may be preserved and used as described in the next paragraph. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection.

Finally, in delivering a video service, we also track information about your use of TWC Equipment in a non-personally identifiable manner and we may combine this information with other non-personally identifiable information. This aggregate or anonymous information may be used for research and to determine which programming and commercials are being watched, which may assist us in determining the networks that should be delivered via switched digital, in paying our providers for video on demand programming, in informing us, advertisers and programmers how many impressions were received and generally making programming and advertising more relevant to our customers. None of this data will be used to personally identify you.

If you use a web-based email service, we do not collect any information regarding the emails that you send and receive. If you use email provided by Time Warner Cable or your OLP, our system may automatically collect and log email header information. We have access to personally identifiable information about you and your data account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. We may also have information about how often and how long you use our service, including the amount of bandwidth used; technical information about your computer system, its software and modem; and your geographical location. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection. Your OLP may have its own privacy policies.

Our system, in delivering and routing Home or Business Class Phone service calls, may automatically log information concerning telephone numbers you call, telephone numbers from which you receive calls, the duration of such calls, the service features and functions you use, the frequency of such use and other CPNI for the uses described below.

The data that we collect from you, as described above, may be used, depending on the nature of the data, for various purposes such as the following: to make sure you receive the services you have requested; to make sure you are being billed properly for the services you receive; to send you pertinent information about our services; to maintain or improve the quality of the TWC Equipment and the Time Warner Cable Services; to answer questions from subscribers (e.g., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market Time

Warner Cable Services and other products that you may be interested in; and for tax and accounting purposes.

#### B. Customer Proprietary Network Information ( "CPNI ")

We may, from time to time, use the CPNI generated in furnishing Phone Services to you to provide you with information about, and to market to you, communications-related products or services that are within the same category of service to which you already subscribe. For instance, we may use the CPNI generated in furnishing Home Phone telephone service to you to provide you with information about, and to market to you, other telephone service offerings.

We may, from time to time, use the CPNI generated in furnishing Phone services to you to provide you with information about, and to market to you, communications-related products or services that are outside of the category of service to which you already subscribe. For instance, we may use the CPNI generated in our furnishing Home Phone service to you to provide you with information about, and to market to you, data services. You have the right to restrict our use of your CPNI for such purposes. If you wish to do so, please notify us in writing at our main local office, which will be noted in your cable bill, by calling 611 from your Home Phone, or by selecting "**opt-out**" from the electronic version of this Time Warner Cable Subscriber Privacy Policy, which is available online at [http://help.twcable.com/twc\\_privacy\\_notice.html](http://help.twcable.com/twc_privacy_notice.html). Please include your name, account number, telephone number and address on any written request. If you do not notify us within 30 days of this notification that you wish to restrict our use of your CPNI, we will assume that you approve of our use of CPNI for this purpose.

We will not use your CPNI to offer products or services to you without your permission that the FCC classifies as non-communications related (including video services) or that are offered by other companies or by joint ventures in which we participate. You may, for example, be asked during a telephone call with one of our customer service representatives for your permission to use your CPNI for the purpose of providing you with an offer. If you provide your permission orally, electronically or in writing, we will use or disclose the CPNI only for the duration of that telephone call in order to offer you additional services.

Please note that if you opt out or otherwise deny or restrict our use of your CPNI, it will not affect our provision to you of any Time Warner Cable Services. Any permission or denial of permission to use your CPNI remains valid until such time as your Phone Services are discontinued or we receive your notice withdrawing permission.

## 2. Disclosure of Personally Identifiable Information and CPNI

Under the Communications Act, we may only disclose personally identifiable information covered by the Act without your prior written or electronic consent if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law; or (3) for mailing lists, subject to the conditions described below. We may also disclose personally identifiable information and CPNI when you consent to the disclosure. Below is a description of our disclosure practices.

In the course of providing Time Warner Cable Services to you, we may disclose your personally identifiable information to our employees, related legal entities, agents, vendors acting under our

direction, including repair and installation subcontractors, sales representatives, accountants, billing and collection services, and consumer and market research firms, credit reporting agencies and authorized representatives of governmental bodies. We may also disclose such information to advertisers and vendors for purposes of carrying out transactions you request. Upon reasonable request, personally identifiable information may be disclosed to persons or entities with an equity interest in our related legal entities when they have a legal right to inspect our books and records. Also, if we enter into a merger, acquisition or sale of all or a portion of our assets, your personally identifiable information may be transferred as part of the transaction.

In addition, if you receive our data service, information, including IP addresses, may be disclosed to third parties in the course of providing the service to you. Recipients of such information may include, in addition to those persons listed above, entities that provide content and/or services to us or your OLP.

Unless you object, the Communications Act also permits us to disclose limited personally identifiable information to others, such as advertisers and direct mail companies, for non-cable-related purposes, such as direct marketing. Under the Communications Act, these disclosures are limited to the following "mailing list information": your name, address and, except in California, the particular non-phone services to which you subscribe (e.g., HBO or other premium channels, or tiers of service). In addition, we may add to this mailing list information commercially-available information about you that is obtained from third parties, such as your age, income, and other demographic or marketing information. Mailing list information does not include the extent of your viewing or use of a particular service, including the extent of your use of Time Warner Cable Internet or your OLP service, the nature of any transaction you make over the cable system, or any information that constitutes CPNI. We may disclose or sell such mailing list information from time to time. If you wish to be removed from our mailing list, please notify us in writing at our main local office, which will be noted on your cable bill, or by sending an e-mail to [TWC.Privacy@TWCable.com](mailto:TWC.Privacy@TWCable.com). Please include your name and address on any such request.

In addition, we may disclose, in connection with the provision of services to you and pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in order to fulfill transactions that you request, to personalize your online experience, as required by law (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of business. The frequency of such disclosures varies according to business needs.

If you are a Phone Services customer, we must disclose certain of your personally identifiable information and CPNI to 911 services and to you or your designee upon your express authorization. We will also disclose limited personal information to telephone companies so that your calls can be properly routed. When you dial a toll-free number, the party you are calling may identify your telephone number using a telephone network technology called Automatic Number Identification (ANI). FCC rules prohibit parties that receive calls on toll-free numbers from distributing these telephone numbers.

Your name, address and/or phone number are provided to those you call in connection with Caller ID functions. You may dial \*67 to prevent display of your Caller ID. Dialing \*82 resumes its display.

We will provide your name, phone number and address to directories and 411 services. If you subscribe to our Private Listing service, we will take reasonable precautions to ensure that your information is not provided, but we cannot guaranty that errors will not occur. If you would like more information on the Private Listing service, please contact your local Time Warner Cable office.

### **3. Disclosure of Information to Governmental Entities and Other Legal Process**

Federal law also requires us to disclose personally identifiable information to a governmental entity or other third parties pursuant to certain legal process. Generally, this process requires a court order and, if the order is sought by a governmental entity, you are afforded the opportunity to contest in court any claims made in support of the court order sought, and the governmental entity must offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. However, there are exceptions to this general rule in areas including the Electronic Communications Privacy Act, which allows personally identifiable information to be obtained in some circumstances by governmental entities through a subpoena, warrant or court order; welfare laws, which allow state welfare agencies to obtain by administrative subpoena the names and addresses of individuals who owe or are owed welfare support; child pornography statutes, which impose an affirmative duty on us to disclose certain information upon knowledge; and counterintelligence laws, which require us to provide information based on National Security Letters. At times, laws like these or specific court orders may require that we not disclose to you the existence of demands for your personally identifiable information. We will honor these laws and orders. We will comply with legal process when we believe in our discretion that we are required to do so. We will also disclose any information in our possession to protect our rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

### **4. Time Period That We Retain Personally Identifiable Information**

We maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time may last as long as you are a subscriber and, if necessary, for additional time so that we can comply with tax, accounting and other legal requirements. When information is no longer needed for these purposes, it is our policy to destroy or anonymize it.

### **5. Access to Records**

Under the Communications Act, you have the right to inspect our records that contain personally identifiable information about you and to correct any errors in such information. If you wish to inspect these records, please notify us in writing and an appointment at our local business office will be arranged during our regular business hours.

### **6. Your Rights Under the Communications Act**

We are providing this Notice to you in accordance with the Communications Act. The Communications Act provides you with a cause of action for damages, attorneys' fees and costs in federal District Court should you believe that any of the Communications Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any such claims will be decided in arbitration and attorneys' fees and punitive damages will not be available.

If you have any questions about this Privacy Notice, please contact us  
at [TWC.privacy@twcable.com](mailto:TWC.privacy@twcable.com).

July 2010

# Exhibit 65a-03

<http://www.timewarnercable.com/en/our-company/legal/privacy-policy.html>

## I. Website Privacy Policy

The information Time Warner Cable collects about you at <http://www.timewarnercable.com>, and the subdomains thereof (the "Site" or "Website") is used to administer the Website and to provide information to Website visitors about the Site's various services and tools, and to provide general news, information, entertainment and ecommerce capability. Time Warner Cable, together with Time Warner Cable-affiliated cable operators, are collectively referred to in this Privacy Policy as "we," "us," "our" or other similar pronouns, or "Time Warner Cable."

## II. What Does This Privacy Policy Cover?

This Privacy Policy (the "Privacy Policy") applies to your use of the Website. This Privacy Policy does not govern Time Warner Cable's treatment of information it collects and receives about you other than through this Website, for example in connection with any other services provided to you by Time Warner Cable. Time Warner Cable also has a Subscriber Privacy Notice that applies to its subscription services, which is located at <http://help.twcable.com/html/policies.html>.

This Privacy Policy covers how Time Warner Cable treats information that Time Warner Cable collects and receives about you via this Website, including the personal information we collect through the various features, services, and software that we use to provide the Site to you. Some of these offerings are provided by third parties who may provide you with additional information and choices about your privacy. If you choose to take advantage of these offerings, you should read the privacy policies of such third parties.

## III. How Does Time Warner Cable Collect and Use Information About You?

Time Warner Cable will not share your personally identifiable information with third parties for their marketing purposes without your consent.

The information learned from this Website's users will help Time Warner Cable provide an enhanced online experience for its subscribers. Time Warner Cable tracks certain information about users (as further described below), including, but not limited to, the type of browser being used by the visitor (e.g., Netscape, Internet Explorer), the type of operating system (e.g., Macintosh, Windows) in use by the visitor and the domain name of the visitor's Internet service provider (e.g., TWC Internet). By having this information, Web pages optimized for a particular visitor's preferences are automatically made available to that visitor. Other use of this information may include review of the number of visitors to this Site as well other internal and administrative purposes.

Personally identifiable data (as further described below) about visitors to this Site are collected by Time Warner Cable, for example, when users register or subscribe for newsletters, accounts or features, change services or service settings (such as your Digital Phone settings) on our Website, make online purchases, enter sweepstakes and contests, complete surveys, contribute to a chat room, message board, blog, or other similar open forum on our Website, submit a comment or question to us using a "contact us" or similar feature on our Website, or send us an e-mail, or in any other way submit personal information to us via our Website.

We may use your personally identifiable information to send you notices (for example, in the form of e-mails, mailings, and the like), and otherwise correspond with you, about products, services, companies and events, sponsored by us and others, that we think might interest you.

Time Warner Cable sites (other than this Site), as well as any other third party sites linked to from this Site, may each have different privacy policies and practices. Time Warner Cable is not responsible for the information practices of non-Time Warner Cable sites, or channels or areas of this Site, that are operated by third parties. You should carefully review these other privacy policies in order to determine how each third party may use any personal information you provide.

Here are the types of information Time Warner Cable gathers and how this information is used:

#### **iv. Website Usage Information**

Time Warner Cable receives and stores certain types of website usage information whenever you interact with our Website. Here are the types of website usage information Time Warner Cable gathers and how it is used.

#### **v. Cookies**

We may use "cookies" to keep, and sometimes track, information about you. Cookies are small data files that are sent to your browser or related software from a Web server and stored on your computer's hard drive. Cookies track where you travel on our Web site and what you look at and purchase. They may store, for example, the information in your shopping cart, and/or your username and/or password. All of these purposes serve to improve and personalize your experience on our Website.

Most Web browsers can be set to inform you when a cookie has been sent to you and provide you with the opportunity to refuse that cookie. Additionally, if you have a Flash player installed on your computer, your Flash player can be set to reject or delete Flash cookies (technically known as Flash "local shared objects"). However, refusing a cookie may, in some cases, preclude you from using, or negatively impact the display or function of, the Web site or certain areas or features of the Web site.

#### **vi. Clear GIFs**

We may use "clear GIFs" (aka "Web beacons" or "pixel tags") or similar technologies, in the Website and/or in our communications with you, for example, to enable us to know whether you have visited a Web page or received a message. A clear GIF is typically a one-pixel, transparent image (although it can be a visible image as well), located on a Web page or in an e-mail or other type of message, which is retrieved from a remote site on the Internet enabling the verification of an individual's viewing or receipt of a Web page or message.

#### **vii. IP Address and Clickstream Data**

Our server automatically collects data about your server's Internet address when you visit us. This information, known as an Internet Protocol address, or IP Address, is a number that's automatically assigned to your computer by your Internet service provider (i.e., if you are using your TWC Internet

account, us) whenever you're on the Internet. When you request pages from our Website, our servers may log your IP Address and sometimes your domain name. Our server may also record the referring page that linked you to us (e.g., another site or a search engine); the pages you visit on this Website; the site you visit after this Website; the ads you see and/or click on; other information about the type of Web browser, computer, platform, related software and settings you are using; any search terms you have entered on this Website or a referral site; and other Web usage activity and data logged by our Web servers. We use this information for internal system administration, to help diagnose problems with our server, and to administer our Website. Such information may also be used to gather broad demographic information, such as country of origin and Internet Service Provider.

Ads and Content displayed to you on the Site may be customized to your interests and preferences, based on your personal information and web site usage information, including (but not limited to) non-personally identifying information, which we may obtain from you or from other sources.

Any or all of these activities with regard to web site usage Information may be performed on our behalf by our services providers.

## **VIII. Short Message Service**

We may make available a service through which you can receive messages on your wireless device via short message service ("SMS Service"). If you subscribe to one of our SMS Services, you thereby agree to receive SMS Service messages at the address you provide for such purposes from Time Warner Cable.

Your wireless carrier's standard rates apply to these messages, and you may change your mind at any time by following the instructions on the Site or in the message you receive. You represent that you are the owner or authorized user of the wireless device you use to sign up for the SMS Service, and that you are authorized to approve the applicable charges. To use the SMS Service, you must be 18 years of age or older and reside in the United States. You must first register and provide all required Personal Information, which may include, for example, your name, SMS address, wireless carrier and, if fees are applicable to the SMS Service you subscribe to, billing information (either your credit card information or mobile service carrier information if applicable fees will be billed through your carrier). We may also obtain the date, time and content of your messages in the course of your use of the SMS Service. We will use the information we obtain in connection with our SMS Service in accordance with this Privacy Policy. If fees are charged to your wireless account invoice, we may provide your carrier with your applicable information in connection therewith. Your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies.

You acknowledge and agree that the SMS Service is provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of the SMS Service will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the SMS Service. We may also access the content of your account and/or wireless account with your carrier for the purpose of identifying and resolving technical problems and/or service-related complaints.

## **IX. Third Party Ad Services and Providers**

We may use third-party advertising services companies to serve ads when you visit our Website. We are not using ad serving companies as of the date of this Privacy Policy, however we may add such companies at a later date, and if we do so we will revise this Privacy Policy accordingly.

These companies may use information (generally not including your name, address email address or telephone number) about your visits to this and other sites in order to provide advertisements about goods and services of interest to you. These companies may employ cookies and clear gifs to measure advertising effectiveness. Any information that these third parties collect via cookies and clear GIFs is generally not personally identifiable (unless, for example, you provide personally identifiable information to them through an ad or e-mail message). We encourage you to read these businesses' privacy policies if you should have any concerns about how they will care for your personal information. If you would like more information about this practice and to know your choices about not having this information used by these companies, see the Network Advertising Initiative's consumer Web site at <http://www.networkadvertising.org/understanding-online-advertising>.

## **X. Personal Information**

Time Warner Cable also receives and stores information that may personally identify you. Visitors to the Website who decide to register or login to timewarnercable.com in order to request a more personalized Website experience, or accept any of the various promotions and other product or service offerings (i.e., security downloads) that may be made available on the Website from time to time, may be asked to enter certain types of personally identifiable information that will allow Time Warner Cable to provide those promotions and offerings to the visitor. The types of personally identifiable information that may be collected include: name, postal address, email address and phone number; Time Warner Cable account number, CPNI customer code, Website login, user ID and/or password information; social security number; short message service or text message address or other wireless device address; instant messaging address; credit card or other payment information; demographic information and/or other information that may identify you as an individual or allow online or offline contact with you as an individual. Certain other information collected, such as security questions, may be used by Time Warner Cable to verify your identity in the event that you lose or forget your Website login credentials.

## **XI. Does Time Warner Cable Ever Share Information with Other Parties?**

Disclosure of Information to Outside Parties:

Time Warner Cable will not disclose information about you to any other party except under the circumstances as described below, or as otherwise provided in this Privacy Policy or required or permitted by law:

If you give us your consent, we may share your personally identifiable information with third parties (such as co-sponsors of our sweepstakes, contests and other offerings) pursuant to the terms of your consent.

Time Warner Cable may share your information with its affiliates, service providers and other third parties that help to operate our business and this Website and deliver the products and services available on or through the Website.

When you contribute to a "public" area or feature of our Website, such as a chat room, bulletin board, blog or other open forum that we may make available on or through our Website, the information that you submit will be made available to other users. For this reason, we recommend that you not submit any sensitive information on these areas of the Site, including your full name, home address, phone number, financial information, or other information that would enable users to locate you.

Time Warner Cable provides your information to trusted partners who work on behalf of or with Time Warner Cable and under confidentiality agreements. However, these companies do not have any independent right to share this information.

When Time Warner Cable believes it should, it will respond to subpoenas, court orders, legal process, and to establish or exercise Time Warner Cable's legal rights or defend against legal claims.

Time Warner Cable shares information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to Time Warner Cable's property or the physical safety of any person, violations of Time Warner Cable's terms of use or as otherwise allowed by law.

In the event that Time Warner Cable, or any affiliated entity, or substantially all of its assets related to a particular geographical region, are acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation or liquidation, user information may be one of the transferred assets.

## **XII. Security**

Time Warner Cable will take steps to protect the security and integrity of all sensitive information provided to this Site. However, due to the inherent nature of the Internet as an open global communications vehicle, we cannot guarantee that information, during transmission through the Internet or while stored on our system or otherwise in our care, will be safe from intrusion by others, such as hackers.

You are responsible for maintaining the strict confidentiality of your account password and any Website login or user ID information, and you shall be responsible for any access to or use of the Site by you or any person or entity using your password, login or user ID, whether or not such access or use has been authorized by or on behalf of you.

In the event that we believe that the security of your Personal Information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we would endeavor to do so as promptly as possible under the circumstances, and, to the extent we have your e-mail address, we may notify you by e-mail.

Time Warner Cable online products and services and applications are for the sole use of Time Warner Cable customers in managing their accounts and the products and services they receive. If you choose to provide access to certain of your account data to third parties (for example, you forward voice mail sound files to third parties via our Digital Phone Manager product) Time Warner Cable cannot be held responsible for any release of account or personal data that occurs as a result of such transmissions or access that you provide to others.

### **XIII. Changes to This Privacy Policy**

Time Warner Cable will occasionally update this Privacy Policy at Time Warner Cable's sole discretion. Please check the Website frequently to see recent changes. Such changes and/or modifications shall become effective immediately upon posting thereof. Without limiting the foregoing, Time Warner Cable may occasionally notify you by email about changes to the Website and/or this Privacy Policy, or provide notices of such changes by displaying notices or links to notices to you generally on the Website.

### **XIV. Contacting Us**

If you have any questions regarding this Privacy Policy, or the privacy practices of Time Warner Cable in connection with this Website, you may contact us at [TWC.privacy@twcable.com](mailto:TWC.privacy@twcable.com).

Last updated: September 2012.

# Exhibit 65a-04

[http://help.twcable.com/twc\\_wififinder\\_privacy\\_notice.html](http://help.twcable.com/twc_wififinder_privacy_notice.html)

## Welcome to Time Warner Cable's WiFi™ Finder Application PLATFORM Privacy Policy

The information Time Warner Cable collects about you via its WiFi Finder Application [www.twcwifi.com](http://www.twcwifi.com) and its sub domains (collectively, the "Platform") is used to administer the Platform and to provide information to visitors about the Platform's various services and tools, and to provide general news, information and entertainment. Time Warner Cable, together with Time Warner Cable's Broadband Internet Service and Time Warner Cable-affiliated cable operators, are collectively referred to in this Privacy Policy as "we," "us," "our" or other similar pronouns, or "Time Warner Cable."

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### What Does This Privacy Policy Cover?

This Privacy Policy (the "Privacy Policy") applies to your use of the Platform. This Privacy Policy does not govern Time Warner Cable's treatment of information it collects and receives about you other than through the Platform, for example in connection with any other services provided to you by Time Warner Cable. A privacy notice relating to some of the other services Time Warner Cable provides is located at <http://help.twcable.com/policies.html>.

This Privacy Policy covers how Time Warner Cable treats information that Time Warner Cable collects and receives about you via the Platform, including the personally identifiable information we collect through the various features, services, and software that we use to provide the Platform to you. Some of these offerings are provided by third parties who may provide you with additional information and choices about your privacy. If you choose to take advantage of these offerings, you should read the privacy policies of such third parties.

### What Does This Privacy Policy Cover?

This Privacy Policy (the "Privacy Policy") applies to your use of the Platform. This Privacy Policy does not govern Time Warner Cable's treatment of information it collects and receives about you other than through the Platform, for example in connection with any other services provided to you by Time Warner Cable. A privacy notice relating to some of the other services Time Warner Cable provides is located at <http://help.twcable.com/policies.html>.

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### How Does Time Warner Cable Collect and Use Information About You?

Absent your consent or request, Time Warner Cable does not divulge personally identifiable information to third parties for their marketing or advertising purposes.

When you visit the Platform, it is important that we can present our content in a way that makes sense to your screen, that we are able to conduct research, that we know which pages and activity on the Platform are most popular and, in some cases, that compensation can be determined between us and our content and advertising partners. In order to do these types of things, we may collect data such as:

- The type of browser you use (e.g., Firefox, Internet Explorer, etc.);
- The type and version of operating system you use (e.g., Apple Mac OS X, Windows XP, mobile Android or Apple OS, etc.);
- The domain name of your Internet Service Provider (e.g., Time Warner Cable’s Broadband Internet Service);
- Your Internet Protocol address;
- The referring page that linked you to us, the pages you visit on this Platform; the web page you visit after this Platform;
- The content and advertisements that you view and/or click on;
- Any search terms you enter on this Platform or a referral Platform;

If you are accessing this Platform from a portable device, the device may provide this Platform with your location, we will collect that information on pages where your location helps authenticate you or determine the page content. To the extent this information is stored; it will be stored only in anonymous or aggregate format.

In delivering a video service on the Platform, we may also track information about your use of the Platform in a non-personally identifiable manner and we may combine this information with other non-personally identifiable information. None of this data will be used to personally identify you.

To provide the WiFi Finder Application and WiFi Service to you, we and our partners and licensors may need to collect data about you, including your Time Warner Cable email address and password, the configuration of your WiFi-enabled device and the unique device identifier (“Device ID”) associated with your device (such as a serial number and/or MAC address). We also may collect usage data relating to your use of the WiFi Finder and WiFi Service, which data will be collected in the aggregate and linked only to your Device ID.

### **Collection, including the Use of Location Data**

If you choose to enable location services on your device, the WiFi Finder Application may collect your device’s location for the WiFi Finder feature and other purposes. Location information is stored by Time Warner Cable in an anonymous, aggregate way that does not identify you personally. The WiFi Finder is used to find the closest WiFi hot spots to your location and to provide you with turn-by-turn directions to these hot spots. We may also use location information for other purposes such as deciding where to install new WiFi hot spots in order to serve you better. If you do not want this application to collect your device’s location, you can disable location services on your device using the device settings. Please note that location data will be collected when your location service is enabled for this app whether or not the WiFi Finder service is being used at the time. From time-to-time, this Platform may offer features that will require us to collect information about you in order for the features to work in an optimum way. These features can include the registration or subscription to newsletters, accounts or features on this Platform, the making of online purchases, entering sweepstakes and contests, completing surveys, contributing to a chat room, message board, blog,

or other similar open forum on this Platform, the submission of comments or question to us using a "contact us" or similar feature on this Platform, the sending to Time Warner Cable of e-mail, or in any other way submitting personally identifiable information to us via or relating to this Platform. If you do not take advantage of these opportunities, we will not collect information from you to support these options.

To the extent you provide us with information about you, we may use this information for internal purposes related to any Time Warner Cable service or product and to send you notices (for example, in the form of e-mails, mailings, and the like), and otherwise correspond with you, about products, services, companies and events, sponsored by us and others, that we think might interest you.

Time Warner Cable websites (other than this Platform), as well as any other third party content, websites, advertisements, applications and toolbars linked to from this Platform, may each have their own privacy policies and practices. Time Warner Cable is not responsible for the information practices of third parties. You should carefully review their privacy policies in order to determine how each third party may use any personally identifiable information you provide.

Some of the information described above is collected or maintained through "cookies," which are small data files that are sent to your browser or related software from a web server and stored on your computer's hard drive. Most Web browsers can be set to inform you when a cookie has been sent to you and provide you with the opportunity to refuse that cookie. Additionally, if you have a Flash player installed on your computer, your Flash player can be set to reject or delete Flash cookies (technically known as Flash "local shared objects"). However, refusing a cookie may, in some cases, preclude you from using, or negatively impact the display or function of, the Platform or certain areas or features.

Content on this Platform, including advertisements, may be recommended to you or customized to your interests and preferences, based on your personally identifiable information and web Platform usage information, including (but not limited to) non-personally identifying information, which we may obtain from you or from other sources.

We may make available a service through which you can receive messages on your wireless device via short message service ("SMS Service"). You must first register and provide all required information, which may include, for example, your name, SMS address, wireless carrier and, if fees are applicable to the SMS Service you subscribe to, billing information (either your credit card information or mobile service carrier information if applicable fees will be billed through your carrier). We may also obtain the date, time and content of your messages in the course of your use of the SMS Service. We will use the information we obtain in connection with our SMS Service in accordance with this Privacy Policy. If fees are charged to your wireless account invoice, we may provide your carrier with your applicable information in connection therewith. Your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies.

Any or all of the activities and collection described above may be performed on our behalf by our services providers.

## Does Time Warner Cable Ever Share Information with Other Parties?

If you choose to enable location services on your device, the WiFi Finder Application may collect your device's location for the WiFi Finder feature and other purposes. Location information is stored by Time Warner Cable in an anonymous, aggregate way that does not identify you personally. The WiFi Finder is used to find the closest WiFi hot spots to your location and to provide you with turn-by-turn directions to these hot spots. We may also use location information for other purposes such as deciding where to install new WiFi hot spots in order to serve you better. If you do not want this application to collect your device's location, you can disable location services on your device using the device settings. Please note that location data will be collected when your location service is enabled for this app whether or not the WiFi Finder service is being used at the time. From time-to-time, this Platform may offer features that will require us to collect information about you in order for the features to work in an optimum way. These features can include the registration or subscription to newsletters, accounts or features on this Platform, the making of online purchases, entering sweepstakes and contests, completing surveys, contributing to a chat room, message board, blog, or other similar open forum on this Platform, the submission of comments or question to us using a "contact us" or similar feature on this Platform, the sending to Time Warner Cable of e-mail, or in any other way submitting personally identifiable information to us via or relating to this Platform. If you do not take advantage of these opportunities, we will not collect information from you to support these options.

To the extent you provide us with information about you, we may use this information for internal purposes related to any Time Warner Cable service or product and to send you notices (for example, in the form of e-mails, mailings, and the like), and otherwise correspond with you, about products, services, companies and events, sponsored by us and others, that we think might interest you.

Time Warner Cable websites (other than this Platform), as well as any other third party content, websites, advertisements, applications and toolbars linked to from this Platform, may each have their own privacy policies and practices. Time Warner Cable is not responsible for the information practices of third parties. You should carefully review their privacy policies in order to determine how each third party may use any personally identifiable information you provide.

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Content on this Platform, including advertisements, may be recommended to you or customized to your interests and preferences, based on your personally identifiable information and web Platform usage information, including (but not limited to) non-personally identifying information, which we may obtain from you or from other sources.

We may make available a service through which you can receive messages on your wireless device via short message service ("SMS Service"). You must first register and provide all required information, which may include, for example, your name, SMS address, wireless carrier and, if fees are applicable to the SMS Service you subscribe to, billing information (either your credit card information or mobile service carrier information if applicable fees will be billed through your carrier). We may also obtain the date, time and content of your messages in the course of your use of the SMS Service. We will use the information we obtain in connection with our SMS Service in accordance with this Privacy Policy. If fees are charged to your wireless account invoice, we may provide your carrier with your applicable information in connection therewith. Your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies.

Any or all of the activities and collection described above may be performed on our behalf by our services providers.

### **Does Time Warner Cable Ever Share Information with Other Parties?**

Time Warner Cable will not disclose information about you to any other party except under circumstances like the ones described below, or as otherwise provided in this Privacy Policy or required or permitted by law:

- If you express a desire for us to do so, we may share your personally identifiable information with third parties (such as co-sponsors of our sweepstakes, contests and other offerings) pursuant to the service that you desire.
- Time Warner Cable may share your information with its affiliates, service providers and other third parties that help to operate our business and this Platform and deliver the products and services available on or through the Platform.
- When you contribute to a "public" area or feature of this Platform, such as a chat room, bulletin board, blog or other open forum that we may make available on or through this Platform, the information that you submit will be made available to other users. For this reason, we recommend that you not submit any sensitive information on these areas of the Platform, including your full name, home address, phone number, financial information, or other information that would enable users to locate you.
- Time Warner Cable provides your information to trusted vendors who work on behalf of or with Time Warner Cable and under confidentiality agreements. However, these companies do not have any independent right to share this information.
- When Time Warner Cable believes it should, it will respond to subpoenas, court orders, legal process, and to establish or exercise Time Warner Cable's legal rights or defend against legal claims.
- Time Warner Cable shares information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to Time Warner Cable's property or the physical safety of any person, violations of Time Warner Cable's terms of use or as otherwise allowed by law.
- In the event that Time Warner Cable, or any affiliated entity, or substantially all of its assets related to a particular geographical region, are acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation or liquidation, user information may be one of the transferred assets.

Aggregate data and information that otherwise is not personally identifiable to you may be disclosed to others.

## Security

Time Warner Cable will take steps to protect the security and integrity of all sensitive information provided to this Platform. However, due to the inherent nature of the Internet as an open global communications vehicle, we cannot guarantee that information, during transmission through the Internet or while stored on our system or otherwise in our care, will be safe from intrusion by others, such as hackers.

You are responsible for maintaining the strict confidentiality of your account password, and you shall be responsible for any access to or use of the Platform by you or any person or entity using your password, whether or not such access or use has been authorized by or on behalf of you.

## Changes to This Privacy Policy:

We may change this Policy by amending the on-line version. If you continue to use this Platform following any change in our Policy, you will have accepted the changes. If you do not agree to the changes, you should not use this Platform. Any changes to this Notice are intended to be prospective only.

## Contacting Us:

If you have any questions regarding this Privacy Policy, or the privacy practices of Time Warner Cable in connection with this Platform, you may contact us at [TWC.privacy@twcable.com](mailto:TWC.privacy@twcable.com). Thank you for reviewing this Privacy Policy.

March 2013