

NON-DISCLOSURE AGREEMENT
CHARTER CONFIDENTIAL BUILDOUT INFORMATION

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of _____ (the "Effective Date"), by and between Charter Communications, Inc., on the one hand, and the Town of Dryden, (the "Municipality"), on the other hand.

RECITALS

WHEREAS, Charter Communications, Inc., ("Charter" or "Company") agreed to build out to 145,000 addresses in New York that are either unserved or underserved with respect to broadband service as part of the approval by the New York Public Service Commission ("PSC" or "Commission") of its merger with Time Warner Cable, Inc.; and

WHEREAS, as part of a settlement dated June 19, 2017 ("Settlement"), Charter agreed to file a list containing the street level identification of the 145,000 addresses and update it every six months; and

WHEREAS, Charter considers this information proprietary and confidential and has filed it as a trade secret confidential document with the Records Access Officer of the Broadband Program Office/Department of Public Service (BPO/DPS); and

WHEREAS, as part of the Settlement, Charter also agreed that BPO/DPS and Charter could release address information relevant to a particular municipality if such municipality requests it and agrees to enter into a confidentiality agreement to keep the information confidential.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Buildout Information" means bulk address information provided by Charter relevant to a specific, requesting Municipality.

2. Permitted Use. The Municipality acknowledges that it will be given access to the Company Confidential Information solely for purposes of tracking the buildout of premises within the Municipality pursuant to the Settlement, and will not use the information for any other purpose, or in any other proceeding.

3. Obligations. The Municipality hereby agrees that it will: (a) treat the Confidential Buildout Information as non-public data, accorded the same degree of confidentiality with which it treats its own confidential or proprietary information, and, in any event, with no less than a reasonable degree of confidentiality necessary to safeguard the data against being released to, or accessed by, any unauthorized person; (b) refrain from copying the Confidential Buildout Information, in whole or in part, except as required solely for its own internal purposes and, in such instances, only upon the accurate reproduction of all proprietary legends and notices located in the originals; (c) refrain from any effort to use any addresses provided by the

Company to identify the name or telephone number of any of the Company's subscribers or otherwise contact or approach any of the Company's subscribers at the addresses provided or derived; (d) limit dissemination of the Confidential Buildout Information to officers and employees of the Municipality who have a need to know the Confidential Buildout Information in furtherance of the uses permitted by this Agreement; provided, however, that any such additional person who gains access to the Confidential Buildout Information shall, prior to receiving access to the Confidential Buildout Information read this Agreement and execute the form of Certification attached hereto as "Exhibit A"; notwithstanding, the Municipality shall in all events be responsible for any action or inaction of its officers and/or employees who violate any term or provision in this Agreement, or Certification including indemnifying the Company for any and all claims, damages or assessments that may arise from the Municipality's and/or their officers' and/or employees' use of the Confidential Buildout Information provided hereunder in violations of the terms of this Agreement and/or Certification.

4. Legally Required Disclosure. If the Municipality receives a request for part or all of the Confidential Buildout Information, pursuant the State Freedom of Information Law ("FOIL") or otherwise, it shall provide the Company with prompt notice of any such request and shall cooperate with the Company, at the Company's sole expense, in seeking to defend the confidential nature of the Information. If a court of law ultimately determines that any part of such information should be disclosed, the Municipality shall disclose only that portion of the Confidential Buildout Information as is required pursuant to such requirement. During the pendency of any appeals of an order requiring disclosure of Confidential Buildout Information, the Municipality shall continue to treat such information as confidential unless otherwise expressly required by law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as the Confidential Buildout Information under the terms of this Agreement.

5. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the expiration of the maximum time period set forth in any applicable federal or state law, rule or regulation pertaining to the period of time for which a person's or entity's non-public information may be deemed to be confidential or proprietary and subject to protection under an agreement to that effect.

6. No Assignment. The Municipality shall not assign any of its rights or delegate any of its obligations under this Agreement, except upon the prior written consent of the Company, which may be withheld in the Company's sole and absolute discretion.

7. Equitable Relief. The Municipality acknowledges that the Company may be irreparably injured by a breach of this Agreement by the Municipality and that the Company, in addition to any other remedies available at law or in equity, shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the Municipality.

8. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any provision be held to be illegal, invalid or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such provisions shall be automatically modified to reflect the maximum duration, scope or subject matter allowable by law.

9. Notices. Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, telefax or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

If to Company:

Charter Communications
100 Town Centre Drive, Suite 100
Rochester, NY 14623
Facsimile: 585-736-3747
Attention: Chris Mueller

or at such or at such other addresses as a party may designate by notice to the other parties. Such notices or other communications shall be deemed received when actually delivered (where given via personal delivery, email, fax or overnight courier) or three (3) business days after mailing (where given via U.S. Certified Mail).

10. Integration. This Agreement supersedes all previous oral and written agreements, if any, among the parties regarding the confidentiality of information disclosed to each other.

11. Governing Law. This Agreement, and any controversies arising hereunder, shall be interpreted in accordance with the laws of the State of New York, and adjudicated in a state or federal court of competent jurisdiction located in the State of New York.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which, shall for all purposes be deemed an original and all of which, taken together, shall collectively constitute one and the same agreement.

13. Additional limitations and requirements with respect to Confidential Buildout Information. Any personally identifying customer information, including both existing and potential Company customers, will be maintained as confidential at all times by the Municipality and will not be disclosed or used publicly for any purpose by the Municipality. Any permitted use of such Information under this Agreement shall be undertaken in accordance with the terms herein and all applicable law. Municipality shall be solely responsible for any penalties or costs arising from non-compliance with any applicable law governing its use of such Information.

The Municipality shall retain all customer information only for so long as is necessary. Thereafter, Municipality shall permanently destroy or return the Confidential Buildout

Information. Upon termination of this Agreement for any reason, the Municipality shall continue to treat all Confidential Buildout Information as confidential in perpetuity.

Any failure by a Municipality to adhere to the terms of this Agreement, and the confidentiality obligations specified hereunder, shall result in forfeiture of such Municipality's right of access to Confidential Buildout Information under the Settlement.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

(Insert Municipality)

Name:

Title:

TIME WARNER CABLE NORTHEAST LLC
By Charter Communications, Inc., its Manager

Name: Charles R. Williams III

Title: Vice President, Government Affairs