

## CHARTER SPECTRUM PARTNER TERMS

1. At all times, SUB-DEALER shall use the Charter Marks in accordance with those style(s) and use(s) specifically approved by Charter (e.g., templates for product packaging and quick start guides and related materials, as applicable), provided that SUB-DEALER's use of the Charter Marks in those style(s) and use(s) does not materially change and shall be subject to periodic review by Charter upon request. SUB-DEALER's use of Charter Marks shall comply with Charter Marks Usage Guidelines ("Usage Guidelines", the current version is attached hereto as Exhibit B-1), as such Brand Guidelines may be revised by Charter from time to time. Charter shall have the right to periodically review SUB-DEALER's use of the Charter Marks in connection with the Agreement to ensure that the operation, quality, style and image thereof conforms to the high-quality standards Charter employs in its own use of the Charter Marks, including review of SUB-DEALER's compliance with the Usage Guidelines (collectively, the "Quality Standards"). Upon request, SUB-DEALER shall submit to Charter representative samples of current product packaging, quick start guides and related materials (as applicable) displaying any of the Charter Marks, at no cost to Charter, in order that Charter may be assured that the Quality Standards are being maintained. In the event that Charter believes that any such materials fail to meet the Quality Standards, Charter shall so notify SUB-DEALER, in writing, and SUB-DEALER shall take reasonable steps to promptly cease the use, display and distribution (as applicable) of any such non-complying materials.
2. SUB-DEALER shall use the Charter Marks only in accordance with the terms of the Agreement, and the Quality Standards, solely to the extent reasonably required in connection with SUB-DEALER's performance as permitted under the Agreement.
3. Charter shall have the right to approve all uses of the Charter Marks.
4. SUB-DEALER shall use its reasonable best efforts to not do anything itself, or aid or assist any other entity or person to do anything that would, or could reasonably be expected to (a) infringe, violate, tarnish, dilute, cause a loss of distinctiveness, harm, misuse or bring into disrepute the Charter Marks; (b) use the Charter Marks in any way which might be deceptive or misleading and/or (c) damage the goodwill of Charter, and/or its Affiliates or the Charter Marks associated therewith.
5. SUB-DEALER acknowledges that Charter is the exclusive owner of the Charter Marks, and that Charter has the right to use the Charter Marks in connection with the Agreement. All rights in and to the Charter Marks and all modifications, enhancements and derivative works created with respect thereto are, and shall remain, the property of Charter, subject only to the license granted to SUB-DEALER pursuant to the Agreement. Nothing in the Agreement shall confer or imply any right of ownership in any Charter Marks in SUB-DEALER. SUB-DEALER acknowledges the validity of the Charter Marks and shall not attack or challenge the title of Charter in and to the Charter Marks or any Trademark, trade name, brandmark, brand name, domain name, trade dress or logo or other intellectual property or proprietary rights relating thereto. SUB-DEALER acknowledges that all rights, including goodwill, accruing from its use of the Charter Marks shall inure to the benefit of Charter, as applicable.
6. SUB-DEALER shall cooperate with Charter to effectuate registered user recordals and cancellations in those countries where such recordal is required or recommended, as directed, in writing, by Charter from time to time. SUB-DEALER shall not cause any encumbrances or the like to be placed on the Charter Marks.
7. SUB-DEALER shall not combine its Trademarks with the Charter Marks (i.e., such that it creates or gives the impression of a unified, composite mark) without the prior written consent of Charter.
8. SUB-DEALER's right to use the Charter Marks is non-transferrable and without right to sublicense and shall automatically terminate upon the termination of the Agreement.

**EXHIBIT B-1**  
**CHARTER MARKS USAGE GUIDELINES**

Charter Authorized Marks

- Spectrum™
  - **TV**
    - Spectrum TV™ Spectrum TV™ Select Spectrum TV™ Silver Spectrum TV™ Gold.
  - **Internet**
    - Spectrum Internet™ Spectrum Internet Ultra 100™
  - **Phone**
    - Spectrum Voice™
  - **Mobile**
    - Spectrum Mobile@
  - **Bundles**
    - Spectrum Double Play™ Spectrum Triple Play™ Spectrum Quad Play™

Charter Mark Usage Guidelines (each a “Usage Guideline”)

**A. Use Charter Marks as Adjectives, Never as Nouns.** Please follow every Charter Mark with an appropriate noun consisting of the Charter product or service that is branded with the Charter Mark. Charter Marks are adjectives and may not be used as nouns, or alone as a shorthand way of identifying a product or service. The Charter Mark should be used as an adjective describing a product or service of Charter. The only exception to this Usage Guideline is when the “Charter Communications” name is used as Charter’s company name as opposed to an identifier of one of Charter’s products or services (see Usage Guideline C. below).

**B. No Possessives, Plurals, Verbs or Puns.** Charter works hard to build customer goodwill, and it uses its Trademarks to harness that goodwill. Please use the Charter Marks as they are designed and intended. Since a Trademark is not a noun, it must never be used in possessive or plural forms and should never be used as a verb or a pun.

**C. Company Name Use.** The “Charter Communications” name is not only a Trademark used to identify Charter products and services, it also serves as Charter’s company name. When using the “Charter Communications” name as a reference to the company, “Charter Communications” may be used as a noun and no “TM” symbol is needed. For example, the sentence “Charter Communications announced a new 40mbps Charter Internet service” would be an appropriate use.

**D. Proper Trademark Attribution: Symbols and Legends.** Trademark ownership is attributed in two (2) ways, with the use of a Trademark symbol (TM or @) after the Trademark, and with a Trademark legend, usually found at the end of a document in legible text following the copyright notice.

*Trademark Symbols:* SUB-DEALER shall attribute the applicable Charter Mark with the proper symbol. Always use the ® symbol with the registered Charter Marks. For unregistered Charter Marks, do not use the ® symbol, but instead use the TM symbol. The symbol should be placed immediately after the applicable Charter Mark, in superscript. Trademark symbols should be used on Charter Marks as follows:

- In creative materials and packaging, use an appropriate symbol in each prominent use of the Charter Mark.
- In every other context, use an appropriate symbol in both the first prominent use of the Charter Mark (in headlines, banners, etc.) and in the first use in the text of body copy.
- Always use the appropriate symbol incorporated into any of Charter’s logos.

*Trademark Legends:* The Trademark legend is the legal text that identifies Charter Marks. The legend should be printed in legible type and in a location typically used for copyright and other legal notices. For example, the legend may be printed in a disclaimer. Charter may also have agreements with third parties that require that Charter include a Trademark legend for their services and products.

STANDARD CHARTER LEGEND (for use by Charter or third parties (including SUB-DEALER) if they include any Charter Marks in creative):

*“Charter Communications (and any other mark used in the materials and set forth in the table above) are trademarks or registered trademarks of Charter Communications.”*

**E. Promptly Report Suspected Infringements.** SUB-DEALER shall promptly report any infringement of Charter Marks or trade dress to the Charter “Marketing Communications Brand Manager” or the Charter legal department. Please provide as much detail as possible regarding the identity of the possible infringer and well as the suspected infringing use.

Use of Charter Marks with Non-Charter Goods or Services

Only certain, approved uses of Charter Marks may be made by third parties (including SUB-DEALER). In addition to the other provisions set forth herein, the following rules apply to any use of a Charter Mark in association with a third-party product or service.

**No Use of Charter Marks in Non-Charter Company, Product, or Service Names.** Unless a third party enters into a written agreement with Charter, third parties generally may not use any Charter Mark as all or part of their company or product names.

**Do Not Adopt Any Marks or Names that are Confusingly Similar to a Charter Mark.** Unauthorized use of Charter Marks or of marks that are confusingly similar to Charter Marks may constitute an infringement of Charter’s Trademark rights.

**Proper Descriptions of Non-Charter Products and Services.** While a third party is not permitted to incorporate a Charter Mark into the name of its product or service, it can truthfully and fairly describe its products by referencing their relationship to Charter’s products and services. For example, to indicate that a third-party product is intended for use with Charter technology, a third party may use a descriptive that truthfully states this fact.

A descriptive phrase using a Charter Mark must meet the following additional requirements:

- *Accuracy.* The descriptive phrase must be accurate and not misleading.
- *Relationship to Charter.* Charter Marks may not be used in a manner that will cause potential confusion about the relationship between Charter and the third-party product or service, for example, implying sponsorship or endorsement by Charter that does not exist.
- *Proper Use of Symbols and Legends.* Descriptive phrases should properly attribute the Charter Mark with an appropriate symbol and legend.
- *Rights in Third Party Trademarks.* Charter cannot state or suggest that it has, or is claiming rights in, any third-party Trademarks, nor should third parties claim rights in Charter Marks.