

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the 24th day of March 2016 (the "Effective Date"), by and between Monterey County, a political subdivision of the State of California (hereinafter "the County"), and The Buske Group, and NewGen Strategies & Solutions, LLC (the "Consultants"), on the one hand, and CCO, SoCal I, LLC, (the "Company"), an indirect subsidiary of Charter Communications Inc., on the other hand, acting pursuant to the authority in the Video Services Agreement (the "Franchise") issued pursuant to the Digital Infrastructure and Video Competition Act ("DIVCA") by which the Company provides cable television and video programming services to the service territory administered by the County of Monterey.

RECITALS

WHEREAS, the County desires to review a pro-forma audit prepared by Company with respect to the franchise fees and Public, Education and Government fees ("PEG fees") paid to the County by the Company pursuant to its Franchise to provide cable television services to the service territory administered by the County during the period April 1, 2012 through March 31, 2015 (the "Pro-Forma Audit"); and

WHEREAS, the County has retained the services of the Consultants to review the Pro-Forma Audit on behalf of the County; and

WHEREAS, the Company will be providing certain confidential and proprietary information to the County and to the Consultants in connection with the Pro-Forma Audit and the Company desires to protect the confidential and proprietary nature of such information.

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. Permitted Uses. The purpose of the disclosure hereunder shall be for the sole purpose of permitting the County and Consultants to perform a review of the Pro-Forma Audit provided by the Company and the County may further use the disclosure hereunder to the extent necessary to enforce the Company's obligation to pay franchise fees and PEG fees to the County during the Audit period pursuant to Company's cable franchise serving the County and Company's compliance therewith under procedures mutually agreed upon by the Parties to assure confidentiality to the extent permissible under applicable law or this Agreement; or if there is no agreement, pursuant to an order of a court of competent jurisdiction. Any review/report prepared by the Consultants and or /the County (or in any report concerning the enforcement of Company's obligation to pay franchise fee and/or PEG fees) that references or is based upon confidential information provided shall disclose such information only to the extent necessary to convey essential report information (e.g., as in a compilation or abstract). If disclosure of Confidential Information is essential to the report, the County and Consultant shall provide advance notice to the Company and the parties shall in good faith negotiate an agreed manner of presenting the information while protecting the interests of the Company. The County and Consultants each agree to use the Confidential Information only for the purposes described in this paragraph 1 (the "Permitted Uses").

2. Definition of Confidential Information. For purposes of this Agreement, the “Company’s Confidential Information” means all information relating to the Company’s business, and the business of any of the Company’s affiliated companies, disclosed to the County and/or to the Consultants in the following forms: (a) information originally disclosed in written, graphic, machine-readable or any other tangible medium, to the extent marked with a “confidential,” “proprietary” or similar legend; and (b) information originally disclosed orally or by way of observation, to the extent identified as confidential or proprietary at the time of such original disclosure and which is thereafter confirmed to be confidential by Company, in writing. Confidential Information shall not include any information which becomes available in the public domain through no act of the County or the Consultants.

The County and Consultant shall take good faith steps to protect the proprietary and confidential nature of any information, documents and materials requested that are provided pursuant to this Agreement to the extent they are designated as such pursuant to this paragraph by the Company. The County and the Consultants each acknowledge that the Company’s Confidential Information is and shall remain the exclusive property of the Company. Nothing in this Agreement shall be construed as granting any license or other rights in or to the Company’s Confidential Information. Any issue that the County and/or the Consultants may have as to the confidentiality expectations of the Company regarding particular information shall be submitted to the Company for determination and resolution as to the nature of the particular information taking into account the County’s reasonable concerns.

3. Obligations. The County and the Consultants each hereby agree that they will: (a) treat the Company’s Confidential Information with 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; (b) use the Company’s Confidential Information solely for the Permitted Uses; (c) refrain from copying the Company’s Confidential Information, in whole or in part, except as required solely for the Permitted Uses. -and, in such instances, only upon reproduction of all proprietary legends and notices located in the originals; (d) 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; (e) limit dissemination of the Company’s Confidential Information to employees of the County and/or the Consultant who have a need to know the Company’s Confidential Information in furtherance of the uses permitted by this Agreement; provided, however, that any such additional person who gains access to the Company’s Confidential Information shall, prior to receiving access to the Company’s Confidential Information read this Agreement and execute the form of Certification attached hereto as “Exhibit A;” notwithstanding, the County and the Consultants shall in all events be responsible to the Company for any action or inaction of their respective employees that 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 LFA’s and/or Consultants’ and/or their employees’ use of the Confidential Information provided hereunder in violations of the terms of this Agreement and/or Certification; and (f) shall permanently destroy or return to the Company all of the Company’s Confidential Information received in written or other tangible media, including all copies and records thereof, upon conclusion of the review of the Pro-Forma Audit.

4. Legally Required Disclosure. If the County and/or the Consultants, as the case may be, is compelled to disclose any of the Company's Confidential Information pursuant to applicable federal or state laws, including but not limited to the California Public Records Act (Sections 6250-6270 of the California Government Code), and any rules, regulations, or court orders or subpoenas (each a "Requirement"), the County and/or the Consultants, as the case may be, shall provide the Company with prompt notice of any such Requirement and shall cooperate with the Company, at the Company's sole expense, in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the Company's Confidential Information is preserved. If such an order or arrangement is not obtained, the County and/or the Consultants, as the case may be, shall disclose only that portion of the Company's Confidential Information as is required pursuant to such Requirement. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as the Company's Confidential Information under the terms of this Agreement.

5. It is understood, however, that the foregoing provisions in Sections 1, 2, 3, and 4 above shall not apply to any portion of the Confidential Information which: (a) was previously known to either the County or Consultant without obligation of confidentiality; (2) is obtained by either the County or Consultant after the date hereof from a third party that is lawfully in possession of such information and is not in violation of any contractual or legal obligation to the Company or other third party with respect to such information; (3) is or becomes part of the public domain through no fault of either the County or Consultant or any of its or their respective employees, subcontractors, or agents; (4) is required to be disclosed by administrative or judicial action provided that the County and/or Consultant as soon as reasonably possible after notice of such action notifies the Company of such action to give the Company the opportunity to seek any other legal remedies to maintain such Confidential Information in confidence; or (5) is approved for disclosure and release by written authorization of the Company.

6. 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.

7. No Assignment. Neither the County nor the Consultants may 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.

8. Relief. The Company's waiver of any breach or failure to enforce any term of this Agreement shall not affect, limit, or waive its right to enforce or compel compliance with the terms and conditions hereof. The County and Consultant each acknowledge and agree that Company may be irreparably injured by a breach of this Agreement by the County and/or the Consultants 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, or writ relief, in the event of any breach of the provisions of this Agreement by the County and/or the Consultant.

9. 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.

10. 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
12405 Powerscourt Drive
St. Louis, MO 63131
Facsimile: (314) 965-6640
Attention: Franchise Contract & Database Administrator

If to County:

County of Monterey
1590 Moffett St.
Salinas, CA. 93905
neffd@co.monterey.ca.us
Dianah Neff, Director of Information Technology

If to Consultant(s):

The Buske Group
4808 T St.
Sacramento, CA. 95810
sue@buskegroup.com
Sue Buske

and

NewGen Strategies & Solutions, LLC.
2803 Bowie Street
Amarillo, TX. 79109
ATTN: Connie Cannady

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, telecopier or overnight courier) or three (3) business days after mailing (where given via U.S. Certified Mail).

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

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any legal action arising under this Agreement shall be in the Superior Court of California in Monterey County, California or in the United States District Court for the Northern District of California.

13. 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.

14. Additional limitations and requirements with respect to Company customer information:

A. All of Company's personally identifying customer information, including both existing and potential Company customers, will be maintained as confidential and will not be used for any purpose other than the Permitted Uses. Any use of such Company customer information shall be undertaken (i) subject to the then current written customer privacy policies of Company, which policies are subject to change and can be found at www.charter.com under "Your Privacy Rights," and, in all cases, (ii) in compliance with any applicable laws governing Company's collection, maintenance, transmission, dissemination, use and destruction thereof, including specifically the subscriber privacy provisions of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. § 551), and any and all other applicable laws or regulations, including, but not limited to, the Electronic Communications Privacy Act, 18 U.S.C. § 2701 *et seq.*, Cal. Penal Code § 637.5, any state and/or federal security breach notification laws; and (iii) in compliance with the Payment Card Industry Association Security Standards, to the extent the County and/or Consultants have access to any Company customer's payment card information. Without limiting the foregoing, the County and/or Consultants acknowledge (iv) that it is responsible for the security of cardholder data in its possession and (v) that such data can only be used according to the Permitted Uses set forth in this Agreement. In order to ensure protection of Company's customer information, the County and/or Consultants shall take all reasonable steps to ensure business continuity in the event of a major disruption, disaster, or failure.

B. Notwithstanding anything to the contrary herein, to the extent disclosed under this Agreement, in no event shall the County and/or Consultants disclose to a third party at any time the viewing habits or any personally identifiable information regarding any Company customers, except as required by law or regulation.

C. The County and/or Consultants shall retain all customer information only for so long as is necessary to complete the Pro-Forma Audit and to permit County's review of the results of the Pro-Forma Audit, unless otherwise specified by a mutual written agreement of the parties hereto. Thereafter, the County and/or Consultants shall permanently destroy or return Company's customer information. Upon termination of this Agreement for any reason, the County and/or Consultants shall continue to treat all customer information as confidential in perpetuity.

D. Upon reasonable written request from Company, County and/or Consultants shall provide access to, and the right to inspect, all records created by the County or Consultants containing data relating to Company's customer information. Unless otherwise agreed, any such

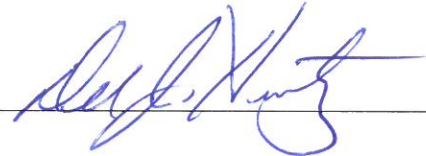
inspection shall occur only at the business offices of the County and/or Consultants during normal business hours and shall be conducted by Company or a mutually acceptable third-party inspector. The costs of any such inspection shall be paid by Company.

E. The County and/or Consultants shall cooperate in any regulatory investigation or in any internal investigation by Company, and in responding to any inquiry by any Company customers, relating to Company's customer information. The County and/or Consultants compliance with this requirement shall be at the County's and/or Consultants' expense. In the event of any such investigation or inquiry, upon written notice to Company, Company may suspend any further transfers of data including customer information for so long as may be necessary to obtain assurances that any additional transfers will not provide the basis for further regulatory action or possible liabilities.

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

CCO, SoCal I, LLC
By: Charter Communications Inc., its Manager

County of Monterey
By: _____

Signature: 

Signature: 

Name: Del J. Heintz
Title: Director, Government Affairs

Name: Dianah Neff
Title: CIO/Director of Information Technology

Consultants:

The Buske Group

By: Signed concurrently
Name: See next page
Title: _____

NewGen Strategies & Solutions, LLC

By: _____
Name: _____
Title: _____

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By: Charter Communications Inc., its Manager

County of Monterey

By: _____

Signature: signed concurrently _____ Signature: _____
see previous page

Name: Del J. Heintz _____

Name: Dianah Neff _____

Title: Director, Government Affairs _____
Technology

Title: CIO/Director of Information

Consultants:

The Buske Group

By: [Signature]

Name: Sve Miller Buske

Title: President

NewGen Strategies & Solutions, LLC

By: [Signature]

Name: Constance T. Cannedy

Title: Executive Consultant

Exhibit "A"

To Agreement Between the County of Monterey, Charter and Consultants

INDIVIDUAL CERTIFICATION

I certify my understanding that any and all Confidential Information that is provided to me is restricted in its use pursuant to the terms and restrictions of the Agreement executed by and between Monterey County, a political subdivision of the State of California ("the County ") and The Buske Group and NewGen Strategies & Solutions, LLC, (the "Consultants"), and CCO SoCal I, LLC, a subsidiary of Charter Communications Corporation (the "Company"), relating to the review of a Pro-Forma Audit provided by the Company. I further certify that I have been given a copy of and have read the Agreement and I myself agree to be bound by it. I understand that all such Confidential Information, any copies, any notes or other memoranda, or any other forms of information regarding or derived from the Confidential Information, shall not be disclosed to anyone, shall be used only according to the Permitted Uses set forth in this Agreement pursuant to Company's cable franchise serving the County, and shall be returned to the Company all in accordance with the Agreement. I further understand that I may not use any Confidential Information subject to this Agreement for any other purpose than the Permitted Uses pursuant to Company's cable franchise serving the County. I further understand that I may not use any Confidential Information subject to this Agreement as the basis for obtaining any names, addresses or phone numbers of any of the Company's subscribers, or otherwise for contacting any subscriber by any means, or for any party or third-party to gain any competitive advantage over any party to the Agreement. I further understand that if I breach this certification, I may be personally liable for any damages caused by such breach.

By: Dianah Neff
(Signature)

Dianah Neff
(Printed Name)

DATED this 24th day of March, 2016

By: Sue Buske
(Signature)

Sue Buske
(Printed Name)

DATED this 21 day of Feb, 2016

By: Connie Cannady
(Signature)

Connie Cannady
(Printed Name)

DATED this 19 day of Feb, 2016