



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#24-0042**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** February 6, 2024

**TITLE:** Motion Approving Second Municipal Amendment to Comcast Enterprise Services Master Services Agreement to include Business Internet and Ethernet Private Line Services - (**Commission Districts 1, 2, 3 and 4**)

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**Recommendation**

Staff recommends the City Commission approve the Second Municipal Amendment to Comcast Enterprise Services Master Services Agreement No. FI-25848367-DIngb, in substantially the form attached, to include Business Internet and Ethernet Private Line services for a term of 60 months and to increase the current Master Services Agreement in the amount of \$33,850.75.

**Background**

The City of Fort Lauderdale continues to evolve its technological framework to keep pace with our expanding community's needs. Therefore, the existing agreement with Comcast needs to be amended for more advanced services.

Recently, the City faced an unexpected challenge when severe flooding led to an internet outage at City Hall. This crisis not only threatened our day-to-day operations, but also our ability to communicate and serve our residents effectively. During this testing time, we leveraged the Business Internet (BI) service at Tower 101 and 110 Court Liaison. This enabled us to establish a direct, stable, and reliable internet connection that kept the City's operations running smoothly, even during adversity.

Reflecting on this experience, the City needs to make Business Internet (BI) a permanent part of our agreement with Comcast. The addition of Business Internet services provides additional flexibility to deliver internet service to City offices and ensures a robust digital backbone that supports our City's operations and provides efficient service delivery, no matter the circumstances.

In addition, the severe flood also impacted our Public, Educational, and Governmental Access Channels ("PEG Channels"), including the Comcast FLTV channel. This channel, crucial for broadcasting our commission meetings, had to be temporarily shut down due to the outage. We quickly realized the importance of adding additional bandwidth speeds

for Ethernet Private Line (EPL) service in such scenarios. EPL, being a reliable and flexible internet service, can provide the necessary support to our PEG channels and ensure uninterrupted broadcasts for our community. On June 22, 2023, the Chief Procurement Officer executed a Comcast Enterprise Services Sales Order Form to move the existing PEG channels from City Hall to the Emergency Operations Center in anticipation that a Second Municipal Amendment to the Comcast Enterprise Services Master Services Agreement would be presented to the City Commission at the earliest meeting possible.

In summary, including BI and EPL into our agreement with Comcast, enables the ability to respond to critical situations as well as meeting the City's future needs. The additional services will provide resiliency in the face of any potential digital demands or emergencies, ensuring our community continues to receive reliable, effective services, and stays connected to vital city information.

**Resource Impact**

There will be a fiscal impact to the City in the amount of \$6,770.15. Funds are available in the FY 2024 Infrastructure & Operations Services account listed below.

<i>Funds available as of January 31, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-581-2230-516-30-3628	Infrastructure & Operations Services	Services/Material Telephone/Cable TV	\$3,677,383	\$1,850,759	\$6,770.15
<b>TOTAL AMOUNT ►</b>					<b>\$6,770.15</b>

**Strategic Connections**

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Provide safe, well-maintained, and efficient facilities and capital assets.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready*.

**Attachments**

Exhibit 1 - Comcast Enterprise Services MSA No. FI-25848367-DIngb and First Municipal Amendment

Exhibit 2 - Second Municipal Amendment to MSA No. FI-25848367-DIngb

Prepared by: Berry Moise, Technology Strategist, Information Technology Services  
 Laurie Platkin, Senior Procurement Specialist, Finance  
 Matthew Eaton, Senior Administrative Assistant, Finance

Department Directors: Tamecka McKay, Information Technology Services  
Linda Short, Finance





**SECOND MUNICIPAL AMENDMENT**

to

**Comcast Enterprise Services Master Services Agreement No. FI-25848367-DIngb**

**This Second Municipal Amendment** (“SMA”) effective as of December 26, 2023 (“Effective Date”) is entered into by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Fort Lauderdale (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”.

**Whereas**, the Parties desire to amend the Agreement by this SMA to reflect the amended or additional terms and conditions to which the Parties have agreed.

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used and not defined in this SMA have the respective meanings assigned to them in the Agreement.
2. Article 1 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Attachments. The documents identified below are incorporated into the Agreement by reference:

- (a) The Enterprise Services General Terms and Conditions, Ver. 3.0, June 2021 attached hereto as Exhibit A (the “General Terms and Conditions”);
- (b) Comcast Enterprise Services Ethernet Dedicated Internet Services Product-Specific Attachment, Ver. 1.13 attached hereto as Exhibit B (the “EDI PSA”);
- (c) Comcast Enterprise Services Intrastate Ethernet Transport Services Product-Specific Attachment, Ver.1.22, attached hereto as Exhibit C (the “Intrastate Transport PSA”);
- (d) Ethernet Pricing Sheet attached hereto as Exhibit D
- (e) the Comcast Business Services Customer Terms and Conditions, Ver. 42, attached hereto as Exhibit E (the “Business Services Terms and Conditions”)
- (f) Business Internet Pricing Sheet attached hereto as Exhibit F
- (g) The First Amendment with the effective date of April 26, 2022, attached here to as Exhibit G

“Website” – means the Comcast website where the PSAs (other than EDI PSA and the Intrastate Transport PSA, the Privacy Policy and the Use Policies are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

3. Article 9.14 of the Comcast Enterprise Services General Terms and Conditions is hereby added to read as follows:

**Non-Discrimination.** The Contractor shall not discriminate against its employees based on the employee’s race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

A. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees’ spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees’ domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, (“Section 2-187”), during the entire term of this Agreement.

- B. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (“Section 2-187”).
- C. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- D. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- E. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida

4. Article 9.15 of the Comcast Enterprise Services General Terms and Conditions is hereby added to read as follows:

E-Verify.

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2023, Comcast shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees working pursuant to this Agreement, hired on and after January 1, 2023.

B. Comcast must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from Comcast stating all employees working pursuant to this Agreement, hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

5. Article 9.16 of the Comcast Enterprise Services General Terms and Conditions is hereby added to read as follows:

Data Security Incident. The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2023), as may be amended or revised, (“Section 501.171”), that is obtained from the City, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security . Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City’s third-party agent, as defined in Section 501.171, shall comply with and perform all of the applicable requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2023), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of the City’s data in electronic form containing personal information.

The Contractor shall ensure that it is in compliance with all applicable legal requirements and laws associated with the breach of security for purposes of the Services that are the subject of this Agreement.

In the event of a breach of security of a system maintained by the Contractor, Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. Contractor shall provide the City all information reasonably necessary to understand the nature and scope of the breach of security, including what actions Contractor has taken to mitigate any harmful effect of the unauthorized use or disclosure of, or access to, the City’s data in electronic form containing personal information. Until the resolution of the data security incident, Contractor shall provide this information to the City at thirty-day intervals from the date of the breach.

The City may suspend any services or products provided by Contractor until the City determines that the cause of the breach of security has been sufficiently mitigated. Failure by the Contractor to comply with this section may be considered breach of contract.

6. Article 7.1 of the Comcast Business Services Terms and Conditions is hereby modified to read as follows:

To the extent not prohibited under applicable law, subject to Article 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, Comcast Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to this Agreement, the obligations hereunder, and the use of Services, Comcast Equipment, and Licensed Software.

7. Article 7.2 of the Comcast Business Services Terms and Conditions is hereby modified to read as follows:

To the extent not prohibited under applicable law, the Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Article 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

8. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
9. In the event of an explicit conflict or an omission of Florida law between this Second Amendment and any exhibits, the terms and conditions of this Second Amendment shall take precedence in the interpretation of the explicit matter in question. As to Confidential Information, Payment, Indemnification, Non-appropriation of Funds, Governing Law, Venue, interpretation, costs and fees and assignment, the negotiated terms of the First Amendment shall apply to this Second Amendment.
10. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement and the First Amendment shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

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CITY OF FORT LAUDERDALE, a Florida municipal corporation

By:   
for GREG CHAVARRIA  
City Manager

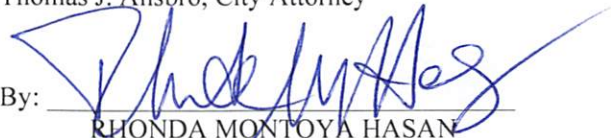
Date: March 24, 2024

ATTEST:

By:   
DAVID R. SOLOMAN  
City Clerk



Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

By:   
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

original

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: William Flammia

William Flammia, SVP, Finance

WITNESSES:

Julia C. Paternostro  
Signature

Julio C. Paternostro  
Print Name

Aida Sparta  
Signature

AIDA Sparta  
Print Name

~~COMMONWEALTH~~  
~~STATE OF~~ PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of March, 2024, by William Flammia, SVP Vice-President

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Alison M. DiGregorio, Notary Public  
Philadelphia County  
My commission expires November 18, 2027  
Commission number 1211887  
Member, Pennsylvania Association of Notaries

Alison M. DiGregorio  
(Signature of Notary Public - ~~State of Florida~~ COMMONWEALTH OF PA)

Alison M. DiGregorio  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Commonwealth of Pennsylvania - Notary Seal  
Alison M. DiGregorio, Notary Public  
Philadelphia County  
My commission expires November 18, 2027  
Commission number 1211887  
Member, Pennsylvania Association of Notaries

*original*

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Jeremy Hsu, Assistant Secretary of Comcast Cable Communications Management, LLC, a Delaware limited liability company (the "Company"), do hereby certify as follows:

Ryan Alexander Crouch is a duly elected and appointed officer of the Company, holding the title of Vice President – Financial Planning and Analysis; and

Ryan Alexander Crouch is authorized to execute any and all documents on behalf of the Company in his capacity as Vice President – Financial Planning and Analysis; and

William R. Flammia is a duly elected and appointed officer of the Company, holding the title of Senior Vice President – Finance, Comcast Business; and

William R. Flammia is authorized to execute any and all documents on behalf of the Company in his capacity as Senior Vice President – Finance, Comcast Business.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of March 13, 2024.

DocuSigned by:  
*Jeremy Hsu*  
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Jeremy Hsu, Assistant Secretary



original

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: WILLIAM FLAMMIA Title: SVP, FINANCE Entity: COMCAST CABLE COMMUNICATIONS, MANAGEMENT, LLC  
 Signature: [Signature] Date: MARCH 13, 2024

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

COMMONWEALTH OF PA  
 STATE OF \_\_\_\_\_  
 COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 13th day of March 2024, by William Flammia, as SVP, FINANCE for COMCAST CABLE COMMUNICATIONS MGMT, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature] (Notary Seal)  
 Print Name: Alison M. DiGregorio My commission expires: 11-18-27

Commonwealth of Pennsylvania - Notary Seal  
 Alison M. DiGregorio, Notary Public  
 Philadelphia County  
 My commission expires November 18, 2027  
 Commission number 1211887  
 Member, Pennsylvania Association of Notaries

**EXHIBIT A**  
**COMCAST ENTERPRISE SERVICES**  
**GENERAL TERMS AND CONDITIONS**  
**("General Terms and Conditions")**

**ARTICLE 1. DEFINITIONS**

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

**Affiliate:** With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

**Agreement:** Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

**Comcast:** The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Confidential Information:** All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

**Customer:** The entity named on the Enterprise Services Master Service Agreement Cover Page.

**Customer-Provided Equipment:** All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

**Network:** The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

**Product Specific Attachment(s) or PSA(s):** The additional terms and conditions applicable to each of the Services.

**Sales Order:** An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Each Statement of Work shall be considered a Sales Order.

**Service(s):** Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

**Service Commencement Date:** With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.



**Service Location(s):** The Customer location(s) where Comcast provides the Services.

**Service Term:** As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

**Statement of Work (SOW):** The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

**Termination Charges:** Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

**Website:** The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

## **ARTICLE 2. DELIVERY OF SERVICE**

**2.1 Orders.** To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast, at which time it will become binding, subject to an engineering review. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return ("IRR") for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Sales Order or SOW upon ten (10) days' notice to Customer, without penalty.

**2.2 Access.** To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

**2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

### **2.4 Equipment.**

**A. Comcast Equipment.** Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation,

operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**B. Customer-Provided Equipment.** Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment.

## **2.5 Network; Intellectual Property; IP Addresses.**

**A.** The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

**B.** Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

**C.** The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

**2.6 License Grant.** If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment.

### **ARTICLE 3. BILLING AND PAYMENT**

#### **3.1 Charges; Changes to MRC; Taxes.**

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

#### **3.2 Payment Terms; Disputes.**

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

**3.3 Credit Approval and Deposits.** Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

**ARTICLE 4. TERM & TERMINATION**

**4.1 Sales Order Term.** Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The MSA Term commences on the Effective Date and continues for the time set forth on the Master Services Agreement Cover Page.

**4.2 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

**4.3 Termination for Cause.** If either party breaches any material term of the Agreement and the breach continues un-remedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s). Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

**4.4 Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement.

**ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

**5.1 Limitation of Liability.**

**A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.**

**B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.**

**C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO: (1) CONTENT OR DATA RECEIVED OR DISTRIBUTED BY CUSTOMER OR ITS USERS THROUGH THE SERVICES; (2) ANY**

**ACT OR OMISSION OF CUSTOMER, ITS USERS, OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; (3) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.**

**D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.**

**5.2 Disclaimer of Warranties. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

**5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.**

## **ARTICLE 6. INDEMNIFICATION**

**6.1 Comcast's Indemnification Obligations. Subject to Sections 5.1(B), 5.1(C), and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.**

**6.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or**

unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

**6.3 Indemnification Procedures.** To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

## **ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY**

**7.1 Disclosure and Use.** All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

**7.2 Publicity.** Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

**7.3 Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

## **ARTICLE 8. PROHIBITED USES; COMCAST POLICIES**

**8.1 Prohibited Uses; Comcast Policies.** Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act

immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

**8.2 Privacy Policy.** Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

## **ARTICLE 9. MISCELLANEOUS TERMS**

**9.1 Force Majeure.** Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

**9.2 Assignment or Transfer.** Customer shall not assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

**9.3 Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

### **9.4 Amendments; Changes to the Agreement.**

A. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify these General Terms and Conditions and the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Customer purchase order, or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect.

B. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such

renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

**9.5 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

**9.6 Entire Understanding; Construction; Survival; Headings; No Waiver.** The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

**9.7 Choice of Law; Compliance with Laws.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**9.8 No Third-Party Beneficiaries; Independent Contractors.** Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.



**EXHIBIT B**  
**COMCAST ENTERPRISE SERVICES**  
**PRODUCT-SPECIFIC ATTACHMENT**  
**ETHERNET DEDICATED INTERNET SERVICES**  
**ATTACHMENT IDENTIFIER: Ethernet Dedicated Internet, Version 1.13**

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access:

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"**Estimated Availability Date**" means the target date for delivery of Service.

"**HFC Network**" means a hybrid fiber coax network

"**Interconnection Facilities**" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"**Off-Net**" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as "**Off-Net Fiber**."

"**On-Net**" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network ("**On-Net Fiber**"), or via a HFC Network ("**On-Net HFC**"), as available through Comcast.

"**Service(s)**" means Ethernet Dedicated Internet Services and Off-Net Dedicated Internet Access.

**ARTICLE 1. SERVICES**

This attachment shall apply to Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access. A further description of the Services are set forth in **Schedule A-1** hereto which is incorporated herein by reference.

**ARTICLE 2. PROVIDER**

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-Net Services are available in a number of markets. For information on service availability, call 866-429-0152.

**ARTICLE 3. CUSTOM INSTALLATION FEES**

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

**ARTICLE 4. PROVISIONING INTERVAL**

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

**ARTICLE 5. SERVICE COMMENCEMENT DATE**

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification;

(B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 8); or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months

#### **ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES; OFF-NET SERVICES**

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

##### **6.2 Termination Charges for On-Net Services.**

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. **Termination Charges for Off-Net Services.** In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party charges incurred by Comcast as a result of the early termination of Service by the Customer.

6.3 **Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

6.4 **Portability.** Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (*i.e.*, activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

6.5 **Upgrades.** Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that: (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

6.6 **Off-Net Services.** If Customer is receiving Off-Net Services, Comcast shall, in its sole discretion, have the ability to (i) provide On-Net Services in lieu of such Off-Net Services and/or (ii) substitute the current Off-Net Services provider for an alternate Off-Net Services provider, each, at no additional cost to Customer; provided, however, that Comcast shall not make any changes to Customer's Off-Net Services provider that could, in Comcast's reasonable opinion, impair Customer's specific network design or provider attributes (e.g. diversity). Comcast shall use commercially reasonable efforts to coordinate a mutually agreeable time with Customer to conduct any such changes.

#### **ARTICLE 7. ADDITIONAL INFORMATION**

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to

enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

**ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("Technical Specifications"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT ETHERNET  
DEDICATED INTERNET SERVICES**

**SCHEDULE A-1  
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS  
COMCAST ETHERNET DEDICATED INTERNET SERVICES AND  
OFF-NET DEDICATED INTERNET ACCESS**

Comcast’s Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access will be provided in accordance with the service descriptions and technical specifications set forth below:

**A. Service Descriptions.**

**Ethernet Dedicated Internet Service (“EDI”).** EDI provides reliable, simple, and flexible access to the Internet. The Service is offered in the Ethernet User-to-Network Interfaces (“UNI”) increments identified in Figure 1 below and is available in Committed Information Rate (“CIR”) speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection (“EVC”) from the Customer Service Location to a Comcast Internet Point of Presence (“POP”) router.

**Off-Net Dedicated Internet Access (“Off-Net DIA”).** Off-Net DIA provides reliable, simple, and flexible access to the Internet. The Service is offered in the UNI increments identified in Figure 1 below and is available in CIR speed increments starting at 1 Mbps, subject to availability. The Service provides an Internet connection from the Customer Service Location to an Off-Net Service provider POP router.

**B. Technical Specifications.**

**1. Ethernet User-to-Network Interface.** The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the Customer’s router. Figure 1 lists the available UNI speed and their UNI Physical Interfaces, and available CIR bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
		1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	25,000,000
100 Gbps	100GBASE-LR4	10 Gbps	25,000,000

**Figure 1: Available UNI interface types and CBS values for different CIR Increments**

**2. Traffic Management.** Comcast’s network traffic-policing policies restrict traffic flow to the subscribed, CIR. If the Customer-transmitted bandwidth rate exceeds the subscription rate CIR and CBS, Comcast will discard the non-conformant packets. The Customer’s router must shape traffic to the contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.

**3. Maximum Frame Size.** The Service supports a maximum transmission unit (“MTU”) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

**4. Layer 2 Control Protocol (“L2CP”) Processing.** All L2CP frames are discarded at the UNI.

**5. IP Address Allocation.** For EDI Services, IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns up to two (2) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on American Registry for Internet Numbers (“ARIN”) guidelines and by completing an IP address request form; additional charges may apply. For Off-Net DIA, up to two (2) routable IP addressed will be assigned to each customer circuit. Additional IP addresses can be requested subject to Off-Net service provider availability; additional charges may apply.

**6. Domain Name Service.** Comcast provides primary and secondary Domain Name Service (“DNS”). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

**7. Border Gateway Protocol (“BGP”) Routing.** Comcast supports BGP-4 routing (“BGP-4”) as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an Autonomous System Number (ASN) be assigned to a customer by the ARIN. Customers should also be proficient in BGP routing protocol to provision and maintain this optional service feature on their router. Additional information and requirements for BGP routing will be provided to the Customer upon request. Comcast supports private peering if the Customer is multi-homed only to Comcast’s network. BGP routing for Off-Net DIA services is subject to Off-Net service provider terms & policies.

**8. Monitoring, Technical Support and Maintenance**

**A. Network Monitoring.** Comcast monitors On-Net Service on a 24x7x365 basis.

**B. Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Comcast Business Services Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. The Comcast Business Services Network Operations Center will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.

**i. Escalation.** Reported troubles are escalated within the Comcast Business Services Network Operations Center to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within the Comcast Business Services Network Operations Center as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.

**ii. Maintenance.** Comcast’s standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of seven (7) days’ notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.

**C. Comcast Equipment.** Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of the Services. Customers are required to shape their egress traffic to the Committed Information Rate (CIR) identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer’s failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided Services.

**9. Response and Restoration Standards**

Comcast has the following response and restoration objectives:

<b>CATEGORY</b>	<b>OBJECTIVE</b>	<b>MEASUREMENT</b>	<b>REMEDIES</b>
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	4 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	6 hours	Averaged over one Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

Comcast's Ethernet Dedicated Internet Service and Off-Net Dedicated Internet Access are backed by the following Service Level Agreement ("SLA"):

**A. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the General Terms and Conditions.

"**Planned Service Interruption**" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"**Service Interruption**" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

**B. Service Level Agreements**

Comcast's liability, and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("Availability Credit"). For the purposes of calculating credit for a Service Interruption, the "Length of Service Interruption" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

**TABLE 1: Availability SLA for Services provided over On-Net or Off-Net Fiber (99.99% Availability)**

<b>Length of Service Interruption:</b>	<b>Amount of Credit:</b>
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

**TABLE 2: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber (99.9% Availability)**

<b>Length of Service Interruption:</b>	<b>Amount of Credit:</b>
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

**C. Exceptions and Terms Applicable to All SLAs**

**Emergency Blocking**

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

**Remedy Processes**

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

**Exceptions to Credit Allowances**

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

**Other Limitations**

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.



**EXHIBIT C**

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
INTRASTATE ETHERNET TRANSPORT SERVICES**

**ATTACHMENT IDENTIFIER: Intrastate Ethernet Transport, Version 1.22**

The following additional terms and conditions are applicable to Sales Orders for Comcast's Intrastate Ethernet Transport Services:

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

“Estimated Availability Date” means the target date for delivery of Service.

“HFC Network” means a hybrid fiber coax network.

“Interconnection Facilities” means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

“Off-Net” means geographical locations that are outside of Comcast’s service area and/or geographical locations that are within Comcast’s service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as “Off-Net Fiber.”

“On-Net” means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network (“On-Net Fiber”), or via an HFC Network (“On-Net HFC”), as available through Comcast.

“Service(s)” means Intrastate Ethernet Transport Services.

**ARTICLE 1. SERVICES**

This attachment shall apply to Ethernet Transport Services. A further description of these Services is set forth in **Schedule A-1** hereto which is incorporated herein by reference.

**ARTICLE 2. PROVIDER AND AVAILABILITY**

Service shall be provided by Comcast Business Communications, LLC, Comcast Phone, LLC, Comcast Phone II, LLC or its applicable affiliates and subsidiaries.

Comcast offers the Service in the following states:

Alabama	Arkansas	California
Colorado	Connecticut	Delaware
Florida	Georgia	Illinois
Indiana	Maryland	Massachusetts
Michigan	Minnesota	Mississippi
New Hampshire	New Jersey	Oregon
Pennsylvania	Tennessee	Texas
Utah	Washington	West Virginia
Vermont	Virginia	

**ARTICLE 3. REGULATORY APPROVAL; TRAFFIC MIX**

Comcast’s pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally intrastate. If Customer’s use of the Service now or at any time in the future is jurisdictionally interstate, Customer shall immediately notify Comcast of the same in writing. Further, Comcast reserves the right, in its reasonable sole discretion, to reclassify Customer’s use of Service as jurisdictionally interstate or intrastate, as appropriate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer’s failure to properly represent or certify the jurisdictional nature of its use of the Service(s).

**ARTICLE 4. CUSTOM INSTALLATION FEES**

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days

of the invoice date unless a payment schedule is specified in the applicable Sales Order.

**ARTICLE 5. PROVISIONING INTERVAL**

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

**ARTICLE 6. SERVICE COMMENCEMENT DATE**

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("**Availability Notification**"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 9) or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months.

**ARTICLE 7. TERMINATION CHARGES; PORTABILITY; UPGRADES; OFF-NET SERVICES**

7.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

**7.2 Termination Charges for On-Net Services.**

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus

- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. **Termination Charges for Off-Net Services.** In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party charges incurred by Comcast as a result of the early termination of Service by the Customer.

7.3 **Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

7.4 **Portability.** Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (i.e., activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

7.5 **Upgrades.** Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (a) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c)

Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

**7.6 Off-Net Services.** If Customer is receiving Off-Net Services, Comcast shall, in its sole discretion, have the ability to (i) provide On-Net Services in lieu of such Off-Net Services and/or (ii) substitute the current Off-Net Services provider for an alternate Off-Net Services provider, each, at no additional cost to Customer; provided, however, that Comcast shall not make any changes to Customer's Off-Net Services provider that could, in Comcast's reasonable opinion, impair Customer's specific network design or provider attributes (e.g. diversity). Comcast shall use commercially reasonable efforts to coordinate a mutually agreeable time with Customer to conduct any such changes.

#### **ARTICLE 8. ADDITIONAL INFORMATION**

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

#### **ARTICLE 9. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("**Technical Specifications**"). The service level agreement applicable to the Service is set forth in a **Schedule A-2** hereto and incorporated herein by reference.

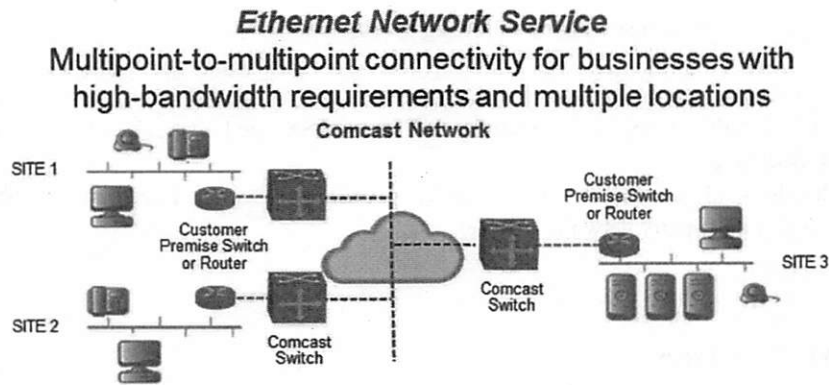
**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
INTRASTATE ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-1  
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS  
COMCAST INTRASTATE ETHERNET TRANSPORT SERVICES**

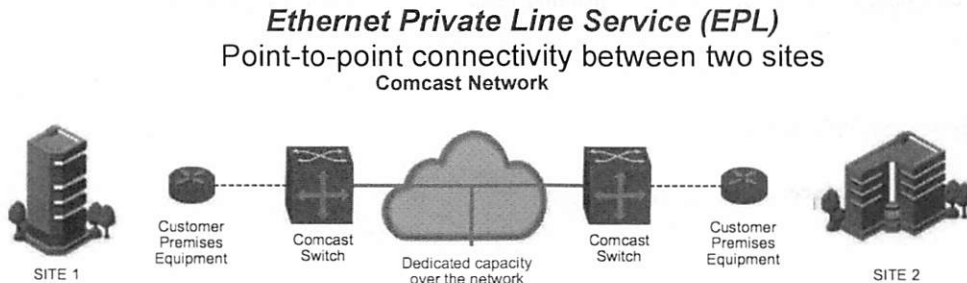
Comcast’s Intrastate Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

**Service Descriptions**

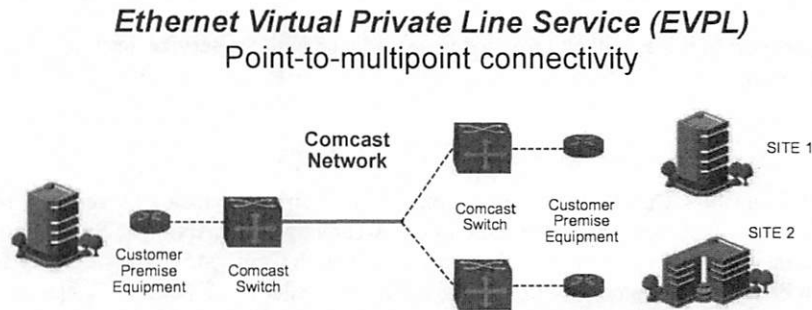
**Ethernet Network Service (ENS)** enables Customer to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The Service provides VLAN transparency enabling Customer to implement their own VLANs without any coordination with Comcast. ENS is a highly scalable service that enables customers to connect Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from at 1 Mbps to 10 Gbps. Comcast ENS provides an Ethernet Virtual Connection (EVC) between Customer Service Locations that enables Customer to use any VLANs without coordination with Comcast. Comcast ENS offers three Classes of Service (CoS), as described below.



**Ethernet Private Line (EPL)** is a point-to-point transport service that provides secure, high-performance network connectivity between two Customer Service Locations. EPL is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EPL provides an Ethernet Virtual Connection (EVC) between Customer Service Locations that enables the Customer to use any VLANs without coordination with Comcast. Comcast EPL offers three Classes of Service (CoS), as described below.



**Ethernet Virtual Private Line (EVPL)** service provides an Ethernet Virtual Connection (EVC) between two or more Customer Service Locations and supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at the Customer's hub or aggregation site. The Service multiplexing capability is not available at sites served by the Comcast On-Net HFC. It is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EVPL offers three Classes of Service (CoS), as described below.



### Multiple Access Options

Comcast Ethernet Transport Services are available with the following access options:

- On-Net Fiber Access – Connectivity to Customer Service Locations is enabled via Comcast On-Net fiber Infrastructure.
- On-Net Hybrid Fiber Coax (HFC) Access – Connectivity to Customer Service Locations is enabled via Comcast On-Net Hybrid Fiber Coax (HFC) infrastructure.
- Off-Net Access (both Fiber and Non-Fiber) – Connectivity to Customer Service Locations is enabled through a network-to-network interface (NNI) via third-party network provider.

### Ethernet Virtual Circuit (EVC) Area Types

Comcast Ethernet Transport Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC Area Type based upon the proximity of respective A and Z locations.

- **Metro** – EVC enables connectivity between customer locations within a Comcast defined Metro.
- **Regional** – EVC enables connectivity between customer locations that are in different Comcast defined Metros, but within Comcast defined geographic Regions.
- **Continental** – EVC enables connectivity between customer locations that are in different Comcast defined geographic Regions.

### Ethernet Transport Technical Specifications

#### 1. Ethernet User-to-Network Interface

Comcast Ethernet Transport Services provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Comcast implements ingress policies at CPE UNI interfaces to enforce subscribed bandwidth levels. Each ingress policing policy is created utilizing Committed Information Rate (CIR) and Committed Burst Size (CBS) components. The following table provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100 Mbps	100BaseT	10 Mbps	25,000
1 Gbps	1000Base T or	100 Mbps	250,000
	1000BaseSX	1 Gbps	2,500,000
10 Gbps	10GBase-SR or	10 Gbps	25,000,000
	10GBase-LR		

**2. Class of Service (CoS) Options**

Comcast Ethernet Transport Services are available with three different class of service (CoS) options that allow for differentiated service performance levels for different types of network traffic. This includes Basic (Low), Priority (Medium) and Premium (High). CoS is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The Customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to that CoS. The performance metrics associated with each CoS are described in the Ethernet Transport Service Level Agreement on Schedule A-2 of this PSA. As described in the following table, permissible CoS options vary by access type.

Access Type	CoS Options
On-Net Fiber	Basic, Priority & Premium
On-Net HFC	Basic & Priority
Off-Net Fiber	Basic, Priority & Premium
Off-Net Non-Fiber	Basic & Priority

**3. CoS Identification and Marking**

Customer traffic classification and forwarding is based upon Comcast CoS prioritization that must be specified in the Customer’s Sales Order. It is the Customer’s responsibility to shape traffic to ordered bandwidth. If the Customer only orders a single CoS solution, they are not required to mark their packets and all Customer packets will be forwarded based upon 802.1p value associated with the CoS level specified in the Sales order. All packets, tagged or untagged, will be mapped into the subscribed CoS. If Customer implements a multi-CoS solution or for EVPL ports with service multiplexing, the Customer must mark all packets using C-tag 802.1p CoS values as specified in the table below to ensure the Service will provide the intended CoS performance objectives. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC’s. Based on Ethernet Frame 802.1p values, Customer’s traffic is mapped to the Comcast forwarding classes traffic accordingly to the table below:

CoS Type	802.1p Marking
Basic (Low)	0-1
Priority (Medium)	2-3
Premium (High)	5

**4. Mac Learning and Forwarding (ENS Service)**

The ENS Service is capable of learning up to 2500 MAC addresses from all interfaces connecting to the Service. It is highly recommended that routing equipment be utilized to minimize the number of MAC addresses exposed directly to the Service in larger networks. Any addresses in excess of 2500 will not be learned and traffic directed to these addresses will be treated as “unknown unicast”.

**5. Traffic Management**

Comcast’s Network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the Customer-transmitted bandwidth rate for any CoS exceeds the subscribed committed information rate (CIR) and committed burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the Service will transmit them using the Basic CoS without altering the Customer’s CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

**6. Maximum Frame Size**

Services delivered via Fiber support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged, tagged and Q-in-Q traffic with 802.1q or 802.1ad encapsulation types. Services delivered via On-Net Fiber can, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes. Services delivered via Off-Net Fiber may, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size. Services delivered via HFC support a Maximum Transmission Unit (MTU) frame size of 1522 bytes. All frames that exceed specifications shall be dropped.

Transport Type	MTU Size
Fiber	1600-9100 bytes
HFC	1522 bytes

**7. Customer Traffic Transparency**

All fields within customers Ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI connections, as long as they are mapped into the EVC.

**8. Ethernet Service Frame Disposition**

The Comcast Transport Services process different types of Ethernet frames differently. Frames may pass unconditionally through the Network or may be limited, as indicated in the table below, to ensure acceptable service performance. The following table illustrates Comcast’s service frame disposition for each service frame type.

Service Frame Type	ENS Frame Delivery	EPL & EVPL Frame Delivery
Unicast	All frames delivered unconditionally	All frames delivered unconditionally
Multicast	All frames delivered conditionally	All frames delivered unconditionally
Broadcast	All frames delivered conditionally	All frames delivered unconditionally

**ENS Services only:**

- **Unicast Traffic.** Unicast traffic must be bi-directional in order to facilitate mac-learning and avoid restriction.
- **Multicast Traffic.** By default, every ENS port is able to support up to 2 Mbps of multicast traffic. ENS customer who requires greater than 2 Mbps of multicast bandwidth must uniquely specify the bandwidth they require for each root site and associated Class of Service.
- **Broadcast Traffic.** Broadcast and unknown unicast traffic are restricted to 1.2mb or 300pps on ingress to the network.

**EVPL Services only:**

- Customer is responsible for mapping multicast, broadcast and unknown unicast traffic to specific C-VLAN.

**Monitoring, Technical Support and Maintenance**

1. **Network Monitoring.** Comcast monitors On-Net Services on a 24x7x365 basis.
2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Comcast Business Services Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for service related inquiries. Comcast Business Services Network Operations Center will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.
  - (a) **Escalation.** Reported troubles are escalated within the Comcast Business Services Network Operations Center to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within the Comcast Business Services Network Operations Center as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the objective applicable time interval plus four (4) hours.
  - (b) **Maintenance.** Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.
3. **Comcast Equipment.** Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of Services. Customers are required to shape their egress traffic to the Committed Information Rate (CIR) identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.
4. **Response and Restoration Standards.** Comcast has the following response and restoration objectives:



CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

**Customer Responsibilities**

Comcast provides an Ethernet terminating device for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this equipment. As a result, it must only be used for delivering Comcast Services. Customer is responsible for providing customer premises equipment (CPE) to connect to this device. To ensure proper performance, Customer is required to shape its egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service:

- Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer router or switch interface.
- Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the Demarcation Point.
- Locate and mark all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies.
- Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each Customer location.
- The Customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- Emergency local generator backup service, if applicable.
- Provide access to the buildings and Demarcation Point at each Customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- Provide, install and maintain a device that is capable of interconnecting network traffic between the Service and the Customer's Local Area Network (LAN).
- Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
INTRASTATE ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

Comcast's Intrastate Ethernet Transport Services are backed by the following Service Level Agreement ("SLA"):

**A. Definitions:**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Intrastate Ethernet Transport Services PSA or the General Terms and Conditions.

**Definitions**

"**Jitter**" means the short-term variations for a portion of successfully delivered service frames. Jitter may also be referred to as Frame Delay Variation.

"**Latency**" means the maximum delay for a portion of successfully delivered service frames. Latency may also be referred to as Frame Delay.

"**Market**" means the Comcast geographic region where the applicable Service Location is located, as identified on the Sales Order.

"**Packet Loss**" means the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI. Packet Loss may also be referred to as Frame Loss.

"**Planned Service Interruption**" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"**Service Interruption**" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

**B. Ethernet Transport Service Level Agreements**

**1. Availability SLA**

Comcast's liability and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Services (individually or collectively, "**Liability**"), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("**Availability Credit**"). For the purposes of calculating credit for a Service Interruption, the "Length of Service Interruption" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

**TABLE 1: Availability SLA for Services provided over On-Net or Off-Net Fiber (99.99% Availability)**

<b>Length of Service Interruption:</b>	<b>Amount of Credit:</b>
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

**TABLE 2: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber Transport (99.9% Availability)**

<b>Length of Service Interruption:</b>	<b>Amount of Credit:</b>
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

**2. Performance Objectives SLA**

Comcast Intrastate Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two Customer Service Locations are dependent upon the locations of the respective sites, designated as Service Location A and Service Location Z on the applicable Sales Order.

*Access Types*

1. **On-Net Access.** If On-Net Service Location A and On-Net Service Location Z reside within the same Market, Performance Tier 1 objectives will apply. If the On-Net Service Locations are in different Markets, a different Performance Tier will apply. The applicable Performance Tier will appear on/with the respective Sales Order.
2. **Off-Net Access.** In addition to On-Net Access, Comcast enables Off-Net Access to Ethernet Transport Services via multiple third party providers. The Performance Tier for Off-Net Service is based upon the location of the Off-Net Service Location, the location of the Network to Network Interface (NNI) between Comcast and the third party provider and the performance commitment from the third party provider. The applicable Performance Tier will appear on the respective Sales Order.

*Performance Tiers and Performance Objectives*

Comcast collects continuous in-band performance measurements for its Ethernet Transport Services. The calculation of all Latency, Jitter and Packet Loss Performance Metrics for each calendar month for purposes of this Performance Objectives SLA are based upon the average of sample one-way measurements taken by Comcast

during the applicable calendar month, excluding any period during which there is a Service Interruption. The below charts indicate the Performance Standard that should be achieved for each of the Performance Metrics over each calendar month based on the applicable Performance Tier and Class of Service.

**1. Performance Tier 1 (PT1) Agreements – Within Market**

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	45ms	23ms	12ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

**2. Performance Tier 2 (PT2) Agreements**

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

**3. Performance Tier 3 (PT3) Agreements**

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

**4. Performance Tier 4 (PT4) Agreements**

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

**5. Best Effort Performance Tier (BE)**

No performance commitments will apply. Best Effort Performance Tier will appear on the associated Comcast Sales Order.

*Credit Allowance*

Customer’s sole remedy for Comcast’s failure to achieve the applicable Performance Metric standards above over a given calendar month for the Service are the receipt of the following credit amounts with the stated percentages to be applied against the MRC associated with the impacted portion of the Service set forth in the Sales Order (“Performance Objective Credits”).

**TABLE 1: Credit Allowance for Latency Performance Metric**

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 12	No Credit	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit
		12.01 - 23	10%	23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%
		23.01 - 45	25%	45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%
		>45	50%	>80.01	50%	>100	50%	>120	50%
	Priority	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit
		23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%
		45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%
		>80.01	50%	>100	50%	>120	50%	>150	50%
	Basic	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit	0 to 120	No Credit
		45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%	120.01 - 150	10%
		80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%	150.01 - 180	25%
		>100	50%	>120	50%	>150	50%	>180	50%

**TABLE 2: Credit Allowance for Jitter Performance Metric**

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 2	No Credit	0 - 5	No Credit	0 - 10	No Credit	0 - 15	No Credit
		2.01 - 3	10%	5.01 - 10	10%	10.01 - 15	10%	15.01 - 20	10%
		3.01 - 5	25%	10.01 - 15	25%	15.01 - 20	25%	20.01 - 30	25%
		>5	50%	>15	50%	>20	50%	>30	50%
	Priority	0 - 10	No Credit	0 - 15	No Credit	0 - 20	No Credit	0 - 25	No Credit
		10.01 - 15	10%	15.01 - 20	10%	20.01 - 30	10%	25.01 - 40	10%
		15.01 - 20	25%	20.01 - 30	25%	30.01 - 50	25%	40.01 - 60	25%
		>20	50%	>30	50%	>50	50%	>60	50%
	Basic	0 - 20	No Credit	0 - 25	No Credit	0 - 30	No Credit	0 - 35	No Credit
		20.01 - 30	10%	25.01 - 40	10%	30.01 - 50	10%	35.01 - 60	10%
		30.01 - 50	25%	40.01 - 60	25%	50.01 - 80	25%	60.01 - 90.01	25%
		>50	50%	>60	50%	>80	50%	>90	50%

**TABLE 3: Credit Allowance for Packet Loss Performance Metric**

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement	Credit	Measurement	Credit	Measurement	Credit	Measurement	Credit
Class of Service	Premium	0% - 0.001%	No Credit	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit
		0.001% - 2.00%	10%	0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Priority	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit	0% - 0.05%	No Credit
		0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%	0.05% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Basic	0% - 1.00%	No Credit	0% - 1.00%	No Credit	0% - 1%	No Credit	0% - 1%	No Credit
		1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%

Customer shall only be entitled to receive a Performance Objective Credit for one Performance Metric failure per affected portion of the Service per calendar month. For example, if the applicable metric for Jitter and Latency were missed for the same transport connection (Service Location A to Service Location Z) in a given calendar month, Customer will only be entitled to the Performance Objective Credit associated with either the Jitter or Latency failure for such portion of the Service. To qualify for a Performance Objective Credit, Customer must request the applicable Performance Objective Credit from Comcast within thirty (30) days of the end of the applicable calendar month in which the applicable Performance Metric standard was not achieved. Comcast shall not incur any liability, including Performance Objective Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omissions or equipment, CPE or any other items set forth in the "Exceptions to Credit Allowances" section below.

**C. Exceptions and Terms applicable to all SLAs**

**1. Emergency Blocking**

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

**2. Remedy Processes**

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within the time period set forth in Sections B.1 and B.2, as applicable. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

**3. Exceptions to Credit Allowances**

Comcast's failure to meet the either of the SLAs set forth on this Schedule A-2 shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

**4. Other Limitations**

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH UNDER THIS SCHEDULE A-2 IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE IMPACTED PORTIONS OF SERVICE. In addition, the remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives

**EXHIBIT D**

**Ethernet On-Net Services Pricing Sheet<sup>1</sup>**

<u>Service</u>	<u>Bandwidth</u>	<u>Term</u>	<u>MRC</u>
<u>EDI</u>	<u>100</u>	<u>60 Months</u>	<u>\$475.00</u>
EDI	<u>500</u>	60 Months	<u>\$895.00</u>
EDI	<u>1000</u>	60 Months	<u>\$1,450.00</u>
EDI	<u>5000</u>	60 Months	<u>\$3,250.00</u>
EDI	<u>10000</u>	60 Months	<u>\$4,500.00</u>
<u>ENS</u>	<u>5</u>	60 Months	<u>\$113.04</u>
ENS	<u>10</u>	60 Months	<u>\$179.97</u>
ENS	<u>50</u>	60 Months	<u>\$261.07</u>
ENS	<u>100</u>	60 Months	<u>\$363.35</u>
ENS	<u>200</u>	60 Months	<u>\$522.16</u>
ENS	<u>1000</u>	60 Months	<u>\$595.00</u>
ENS	<u>2000</u>	60 Months	<u>\$1,208.49</u>
ENS	<u>5000</u>	60 Months	<u>\$1,617.00</u>
ENS	<u>10000</u>	60 Months	<u>\$3,816.00</u>
<u>EPL</u>	<u>25</u>	60 Months	\$220.70
<u>EPL</u>	<u>1000</u>	60 Months	<u>\$950.00</u>
EPL	<u>2000</u>	60 Months	<u>\$2,200.00</u>
EPL	<u>10000</u>	60 Months	<u>\$4,488.00</u>

1. All pricing listed in this chart is subject to Comcast Finance final approval.



## **EXHIBIT E**

### **BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS**

*The Customer named on the Service Order Agreement and Comcast agree that the terms and conditions on the Service Order Agreement, these terms and conditions, any applicable PSAs and each Service Order accepted by Comcast constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on a Service Order. Services may include Comcast Business (also known as Business Class) and Hospitality commercial high-speed internet services, including wi-fi services ("Internet"), Comcast Business (also known as Business Class) and Hospitality commercial digital voice services, including enhanced voice (including Business VoiceEdge™), toll free, remote call forwarding and trunk services ("Voice"), Comcast Business (also known as Business Class) commercial cable television services ("Video"), Comcast Business (also known as Business Class) public view commercial cable television services ("Public View Video"), Hospitality cable television services ("Hospitality Video" and together with Video and Public View Video "Business Video") and Comcast Business SecurityEdge™, including SecurityEdge™ Extended Coverage ("SecurityEdge") (each a "Service" and collectively the "Services").*

*The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services. Additional terms and conditions apply to the Video, Internet, Voice and SecurityEdge Services and should be reviewed in the applicable "ADDITIONAL TERMS" section(s) below.*

### **GENERAL TERMS AND CONDITIONS**

#### **ARTICLE 1. DEFINITIONS**

**Affiliate:** Any entity that controls, is controlled by or is under common control with Comcast.

**Agreement:** Consists of the Service Order Agreement executed by Customer and accepted by Comcast, these Business Services Customer Terms and Conditions, the then-current Product Specific Attached for each applicable ordered service ("PSA"), and each Service Order accepted by Comcast under the Agreement.

**Comcast:** The operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area and/or the subsidiary that is the Comcast Voice Service provider.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Comcast Website or Website:** The Comcast website where the General Terms and Conditions, PSAs and other Comcast security, use and privacy policies applicable to the Agreement will be posted. The current URL for the Website is [business.comcast.com/terms-conditions-smb](http://business.comcast.com/terms-conditions-smb). Comcast may update the Website documents and/or URL from time to time.

**Confidential Information:** All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

**Customer-Provided Equipment:** Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

**Licensed Software:** Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.



**Party or Parties:** A reference to Comcast or the Customer; and in the plural, a reference to both companies.

**Service(s):** The Business Video, Internet, and Voice services provided by Comcast to Customer described in one or more Service Order(s). All Services are for domestic U.S., commercial, non-residential use only. Services are subject to availability.

**Service Commencement Date:** The date(s) on which Comcast first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Service Order:** A request for Comcast to provide the Services to Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic or verbal order processing system designated for that purpose. Customer's first Service Order is included as part of the Service Order Agreement.

**Service Order Agreement:** The agreement under which all Service Orders are submitted to Comcast.

**Service Location(s):** The Customer location(s) where Comcast provides the Services. For multi-tenant buildings, Service Location shall mean the customer's leased and/or owned business space.

**Service Term:** The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

**Tariff:** A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

**Termination Charges:** Except as otherwise provided herein, charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates all Services at a Service Location without cause. In addition to all amounts payable by Customer in accordance with Section 5.3 and one hundred percent (100%) of any amount paid by Comcast in connection with Custom Installation, as that term is defined in Section 2.7, Termination Charges shall equal: (i) Thirty-Five Dollars (\$35.00) for each full calendar month remaining in the initial Service Term if Customer's total monthly recurring service charge at the applicable Service Location is equal to or greater than Forty-Seven Dollars (\$47.00) per month; or (ii) seventy-five percent (75%) of the total monthly recurring service charges for the remaining full calendar months in the initial Service Term if Customer's total monthly recurring service charge at the applicable Service Location is less than Forty-Seven Dollars (\$47.00) per month.

## **ARTICLE 1A. CHANGES TO THE AGREEMENT TERMS**

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

## **ARTICLE 2. DELIVERY OF SERVICES**

**2.1 Orders.** A Service Order must be completed to initiate Service to a Service Location(s). A Service Order shall become binding on the parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Services described in the Service Order or (iii) Comcast begins installation of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

**2.2 Speed.** Comcast makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

**2.3 Access.** Customer, at no cost to Comcast, shall secure and maintain all necessary rights of access to Service Location(s) for Comcast to install and provide the Services, unless Comcast has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Comcast and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from Comcast, Customer shall provide all required access to Comcast and its authorized personnel.

**2.4 Service Commencement Date.** Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of Voice, the day Voice Service is activated, Comcast shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2.5 Comcast Equipment.** Comcast Equipment is and shall remain the property of Comcast regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of Comcast. Customer agrees not to take any action that would directly or indirectly impair Comcast's title to the Comcast Equipment, or expose Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Comcast's discontinuance of the Services to the Service Location(s), Comcast retains the right to remove the Comcast Equipment including, but not limited to, that portion of the Comcast Equipment located within the Service Location(s). To the extent Comcast removes such Comcast Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

**2.6 Customer-Provided Equipment.** Comcast shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the cable modem, route and/or coaxial input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Comcast's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment. Comcast shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Comcast utilized in the provision of Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

**2.7 Engineering Review.** Each Service Order submitted by Customer shall be subject to an engineering review by Comcast. The engineering review will determine whether the cable plant must be extended, built or upgraded in order to provide the ordered Services at the requested Service Location(s), or whether Service installation has to be expedited to meet the Customer's requested Service Commencement Date ("Custom Installation"). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

**2.8 Administrative Web Site.** Comcast may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not

distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Web Site as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site or any information on the Administrative Web Site. Comcast may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

### **ARTICLE 3. CHARGES, BILLING AND PAYMENT**

**3.1 Charges.** Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by Comcast. These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained below in the Voice, Video and Public View Video Additional Terms) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or on the applicable Service Order(s), monthly recurring charges for Internet Services shall not increase during the initial Service Term. Except as otherwise indicated herein or on the applicable Service Order(s), Voice Service pricing lists with information on charges and fees can be found at [www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html](http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html).

**3.2 Third-Party Charges.** Customer may incur charges from third party service providers that are separate and apart from the amounts charged by Comcast. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or the Cloud Solutions Marketplace, or selecting interactive options on Public View Video, Video, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

**3.3 Payment of Bills.** Except as otherwise indicated herein or on the Service Order(s), Comcast will invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to Comcast for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a *prorated* charge for the Services, from the date of installation to the first day of the new billing. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

**3.4 Partial Payment.** Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

**3.5 Payment by Credit Card.** Upon Customer's written request and Comcast's acceptance of such request, Comcast will accept certain credit card payments for charges generated under the Agreement. By providing Comcast with a credit card number, Customer authorizes Comcast to charge the card for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that Comcast stop charging the credit card. Customer agrees to provide Comcast with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If Comcast is unable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by Comcast. Comcast may limit the option to pay by credit card to specific Services or may discontinue acceptance of credit card payments in whole or in part upon thirty (30) days prior notice to Customer.

**3.6 Credit Approval and Deposits.** Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

**3.7 Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

**3.8 Other Government-Related Costs and Fees.** Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Comcast or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on Comcast or its Affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that Comcast or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, Voice customers are charged a monthly regulatory recovery fee to help defray Comcast's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice,

**3.9 Disputed Invoice.** If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Comcast, all disputed amounts shall become immediately due and payable to Comcast. Under no circumstances may Customer submit a billing dispute to Comcast later than sixty (60) days following Customer's receipt of the applicable invoice.

**3.10 Past-Due Amounts.** Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment that Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

**3.11 Rejected Payments.** Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

**3.12 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Customer.

#### **ARTICLE 4. TERM**

**4.1 Agreement Term.** This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in these terms and conditions, if a Service Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date.

**4.2 Service Order Renewal.** Upon the expiration of the initial Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)" and unless otherwise distinguished herein, is also referred to as "Service Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the then current Service Term, or in the case of Louisiana Customers, notice of non-renewal is delivered to Comcast within thirty (30) days following the expiration of the then current Service Term. Such termination shall be effective thirty (30) days after Comcast's receipt of the termination notice.

**4.3 Changes in Monthly Recurring Service Charges.** Except as otherwise identified in the Agreement, at any time during initial Service Term and from time to time thereafter, Comcast may increase the monthly recurring charges for Voice and/or Video Services subject to thirty (30) days prior notice to Customer. Effective at any time after the end of the initial Service Term and from time to time thereafter, Comcast may modify the monthly recurring charges for Internet Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing. Nothing within this Section 4.3 is intended to limit Comcast's ability to increase charges associated with the Services as set forth in Section 3.1.

#### **ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SALES ORDER**

**5.1 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order or this Agreement, in whole or part, at any time during the Service Term upon thirty (30) days prior notice to Comcast, and subject to payment to Comcast of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Comcast Equipment. Such termination shall be effective thirty (30) days after Comcast's receipt of the termination notice.

#### **5.2 Termination for Cause.**

(a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, Comcast may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. However, Comcast will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(b) If either party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(c) A Service Order may be terminated by Customer immediately upon notice if Comcast has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. A Service Order may be terminated by Comcast immediately upon notice if Customer has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Comcast may terminate this Agreement if Customer, its employees, agents, or representatives threatens, harasses, or uses vulgar or inappropriate language toward Comcast personnel.

(e) Termination by either party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

**5.3 Effect of Expiration or Termination of the Agreement or a Service Order.** Upon the expiration or termination of a Service Order or Service for any reason: (i) Comcast may disconnect the applicable Service; (ii) Comcast may delete all applicable data, files, electronic messages, voicemail or other information stored on Comcast's servers or systems; (iii) if Customer has terminated the Service Order and/or Service prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Service Order and/or Service prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges; (iv) Customer shall be responsible for the return of all applicable Comcast Equipment and (A) until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment and (B) if any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the full replacement cost of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair) and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Comcast.

**5.4 Regulatory and Legal Changes.** The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. Comcast may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Comcast's ability to provide the Services herein.

**ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS**

**6.1** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF COMCAST AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE COMCAST EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

**6.2** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

**6.3** COMCAST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

**6.4** IN NO EVENT SHALL COMCAST, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER

HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

**6.5 DISRUPTION OF SERVICE.** The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. Comcast shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

**6.6** Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its Affiliates and agents is limited to the maximum extent permitted by law.

#### **ARTICLE 7. INDEMNIFICATION**

**7.1** Subject to Article 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, Comcast Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to this Agreement, the obligations hereunder, and the use of Services, Comcast Equipment, and Licensed Software.

**7.2** The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Article 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

#### **ARTICLE 7A. BINDING ARBITRATION**

**7A.1 Purpose.** If Customer has a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution process between the parties, Customer or Comcast may elect to arbitrate that Dispute in accordance with the terms of this arbitration provision ("Arbitration Provision") rather than litigate the Dispute in court. Arbitration means the parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

**7A.2 Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and Comcast regarding any aspect of Customer's relationship with Comcast, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this

Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

**7A.3 Right to Opt Out.** IF CUSTOMER DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, CUSTOMER MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE COMPANY EXECUTED THE AGREEMENT BY VISITING, WHEN AVAILABLE, [www.xfinity.com/commercialarbitrationoptout](http://www.xfinity.com/commercialarbitrationoptout) OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/COMMERCIAL SERVICES ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND COMCAST ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COMCAST. IF CUSTOMER HAS PREVIOUSLY NOTIFIED COMCAST OF ITS DECISION TO OPT OUT OF ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

**7A.4 Initiation of Arbitration Proceeding/Selection of Arbitrator.** If Customer or Comcast elect to resolve a Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, [www.adr.org](http://www.adr.org) under the Commercial Arbitration Rules of the American Arbitration Association "AAA."

**7A.5. Arbitration Procedures.**

(a) Because the Service(s) provided to Customer by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where Customer receives the Service from Comcast may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.

(b) If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Customer's dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

(c) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

(d) The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

(e) If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

**7A.6 Restrictions:**

(a) CUSTOMER MUST CONTACT COMCAST WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COMCAST WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 3.9 OF THE GENERAL TERMS AND CONDITIONS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.



(b) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

7A.7 **Location of Arbitration.** The arbitration will take place at a location convenient to Customer in the area where Customer receives Services from Comcast.

7A.8 **Payment of Arbitration Fees and Costs.** COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON CUSTOMER'S WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. CUSTOMER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT CUSTOMER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, CUSTOMER SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO CUSTOMER ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN CUSTOMER'S FAVOR, CUSTOMER WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

7A.9 **Severability.**

(a) If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

(b) In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Customer and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

7A.10 **Exclusions from Arbitration.** CUSTOMER AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY CUSTOMER OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

7A.11 **Continuation.** This Arbitration Provision shall survive the termination of Customer's Agreement with Comcast and the provisioning of Service(s) thereunder.

(a) For New York Video Customers. Customer may elect to resolve a Dispute through the New York Public Service Commission in accordance with NYCRR 16§890.709(a) and NYCRR 16§709(c).

## **ARTICLE 8. SOFTWARE & SERVICES**

8.1 **License.** If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

**8.2 Restrictions.** Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

**8.3 Updates.** Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or Customer-Provided Equipment. If Comcast has agreed to provide updates and changes, Comcast may perform such updates and changes remotely or on-site, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

**8.4 Ownership of Telephone Numbers and Addresses.** Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

**8.5 Intellectual Property Rights in the Services.** Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or Affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

#### **ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY**

**9.1 Disclosure and Use.** All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

**9.2 Exceptions.** Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

**9.3 Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

**9.4 Monitoring.** Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

#### **ARTICLE 9A: CUSTOMER PRIVACY POLICIES**

In addition to the provisions of Article 9, the privacy policy below applies to Comcast's handling of Customer confidential information. In the event of a conflict between the provisions of Article 9 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict.

A copy of Comcast's privacy policy is available at [business.comcast.com/privacy-statement](http://business.comcast.com/privacy-statement) (or any successor URL).

**9A.2 Privacy Note Regarding Information Provided to Third Parties.** Comcast is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

**ARTICLE 10. PROHIBITED USES**

**10.1 Resale.** Except as otherwise provided in the General Terms and Conditions, Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

**10.2 Use Policies.** Customer agrees to ensure that all uses of the Comcast Equipment and/or the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Comcast's ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that Customer's use of the Service interferes with or endangers the health and/or safety of Comcast personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on Comcast's web site(s) at [business.comcast.com/customer-notifications/acceptable-use-policy](http://business.comcast.com/customer-notifications/acceptable-use-policy) (or any successor URL) or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Comcast may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

**10.3 Violation.** Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

**ARTICLE 11. SERVICE CREDITS**

**11.1 Credit Allowances.** Unless otherwise addressed in a service level agreement attached to this Agreement, Comcast will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to Comcast, a trouble ticket is opened, and the Service is released to Comcast for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 4 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. To qualify, Customer must request the Credit from Comcast within 30 days of the Service Interruption.

**11.2 Exceptions to Credit Allowances.** Except as otherwise provided in the General Terms and Conditions, a Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Comcast failure to meet the objectives of the Services.

#### **ARTICLE 12. INSURANCE**

12.1 Comcast shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 The liability limits under these policies shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

#### **ARTICLE 13. MISCELLANEOUS TERMS**

13.1 **Force Majeure.** Neither party shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

13.2 **Assignment and Transfer.** Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Comcast may assign this Agreement to any Affiliate, related entity, or successor in interest without Customer's consent. In addition, Comcast may partially assign its rights and obligations hereunder to any party that acquires from Comcast all or substantially all of the assets of a cable franchise(s) in which the Services is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

13.3 **Export Law and Regulation.** Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

13.4 **Notices.** Except as otherwise provided in this Agreement, 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, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to Comcast shall be sent to One Comcast Center, 1701 JFK Blvd., 20 FL, Philadelphia, PA 19103, Attn: Vice President of Business Services Sales Operations, with a copy to: [Legal\\_Notices@comcast.com](mailto:Legal_Notices@comcast.com). All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

13.5 **Entire Understanding.** The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of Comcast may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of Comcast who has not been specifically authorized to make such modifications shall be binding upon Comcast. No subsequent agreement among

the parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both parties.

**13.6 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file Tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

**13.7 Construction.** In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**13.8 Survival.** The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

**13.9 Choice of Law.** The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

**13.10 No Third Party Beneficiaries.** This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**13.11 No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

**13.12 Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**13.13 Article Headings.** The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

**13.14 Compliance with Laws.** Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**13.19 Data Security Incident.** The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2023), as may be amended or revised, ("Section 501.171"), that is obtained from the City, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2023), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of the City's data in electronic form containing personal information.

In addition to complying with Subsections 501.171(3) and (4), Florida Statutes (2023), as may be amended or revised, the Contractor shall provide credit monitoring and identity theft protection to affected persons, establish and operate a call center for affected persons, and perform other functions and services as required by law. The Contractor shall ensure that the City is in compliance with all legal requirements and laws associated with the breach of security or the potential breach of security.

In the event of a breach of security of a system maintained by the Contractor or reason to believe a breach occurred, Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. Contractor shall provide the City all information reasonably necessary to understand the nature and scope of the breach of security, including what actions Contractor has taken to mitigate any harmful effect of the unauthorized use or disclosure of, or access to, the City's data in electronic form containing personal information. Until the resolution of the data security incident, Contractor shall provide this information to the City at thirty-day intervals from the date of the breach.

The City may suspend any services or products provided by Contractor until the City determines that the cause of the breach of security has been sufficiently mitigated. Failure by the Contractor to comply with this section may be considered breach of contract.

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## **ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICES**

**In addition to Articles 1 through 13 above, Articles 14 and 15A are specifically applicable to Internet Service:**

**ARTICLE 14: WEB HOSTING.** Web hosting services are no longer offered as an Internet Service option. The following terms apply to current Customers with existing web hosting services:

**14.1 Authorization.** By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes Comcast, its agents and Affiliates to reproduce, publish, distribute, and display such content worldwide and (iii) warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless Comcast, its agents and Affiliates for any harm resulting from such actions.

**14.2 Web Site Content.** If applicable, Comcast will host Customer's web site in a data center in accordance with Comcast's then-current published specifications, including, without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by Comcast and all graphics, text, or other information or content materials supplied or furnished by Comcast for incorporation into a Customer Web Site shall remain with Comcast (or the party that supplied such materials to Comcast). Customer agrees that Comcast has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

**14.3 Web Site Backup and Restoration.** Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) Comcast is not responsible for backup and restoration of Customer Content.

### **ARTICLE 14A: PROVISION OF SERVICE/USE.**

**14A.1** Subject to the terms and conditions herein, Internet Services are intended for commercial use only. Customer is prohibited from reselling Hospitality Internet Services, except that Customer may use such Services to provide internet service to its short-term lodging accommodation end users. Comcast shall provide Hospitality Internet Service

to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Internet Services on the customer-side of the demarcation point.

**14A.2 Microsoft Hosted Exchange Service.** Microsoft Hosted Exchange service (HEX) is no longer offered as an Internet Service option. Current Customers receiving HEX with active email use, will be migrated to Microsoft Office 365 (O365) by Comcast, and will receive such service pursuant to the Microsoft end user license agreement found at <https://www.microsoft.com/enus/legal/intellectualproperty/copyright/default.aspx>, and billed by Comcast pursuant to Article 3.2, herein.

**ARTICLE 15. DOMAIN NAME REGISTRATION.** Domain name registration is no longer offered as an Internet Service option. The following terms apply to Customers who purchased domain name registration services from Comcast:

**15.1 Registration.** At the request of Customer, Comcast will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of Comcast's choosing, but only to the extent that Customer provides Comcast with all necessary information relevant to such registration. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. Comcast does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not Comcast, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless Comcast, its employees, Affiliates, agents, and contractors, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from, the domain name registration service's removal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the relevant registration service and from Comcast for setup of the modification or addition.

**15.2 Sub-Domain Name.** Should Customer be unable to register a unique domain name, Comcast may grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to Comcast's prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. Comcast does not represent that Customer's selected sub-domain name will be available. Customer receives no right to Comcast's domain name other than as specifically stated in this Article 15. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and Comcast's domain name.

**ARTICLE 15A: STATE-SPECIFIC PROVISIONS APPLICABLE TO INTERNET SERVICE**

**15A.1 Service Interruption.**

(a) **Montgomery County, MD Customers.** Under its franchise with Montgomery County, MD, Comcast has the following rebate policy: In the event of an Internet Service Interruption (loss of cable modem service) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers Customer the next available repair appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a prorated credit for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. Customer may contact Comcast at (301) 424-4400.

**ARTICLE 15B: ADDITIONAL TERMS APPLICABLE TO BASIC WI-FI SERVICE (INCLUDING WI-FI HOTSPOT SERVICE) AND ENHANCED WI-FI SERVICE**

In addition to Articles 1 through 13, Articles 14A and 15A above, Article 15B is specifically applicable to Private Wi-Fi ("Private Wi-Fi Service"), Public Wi-Fi service (including Hot Spot Service, "Public Wi-Fi Service")(collectively "Basic Wi-Fi Service"), and Enhanced Wi-Fi service (collectively with Basic Wi-Fi Service, "Wi-Fi Services") offered by Comcast:

**15B.1 Limitation.** Customer may order Wi-Fi Service to provide Internet connectivity to certain areas of the Service Location as further described below. Wi-Fi Service is not intended for use within residential dwellings. To order and retain Wi-Fi Service with Comcast, Customer must have Comcast Internet Service at the applicable Service

Location. Comcast shall have no liability for loss of Wi-Fi Service which results from Customer's failing to maintain Internet Service at the Service Location.

- (a) Private Wi-Fi Service is offered together with Public Wi-Fi Service, and may not be ordered separately.
- (b) Public Wi-Fi Service may be ordered with or without Private Wi-Fi Service.
- (c) Enhanced W-Fi Service may be ordered in lieu of Private Wi-Fi Service and includes managed private and public wi-fi service, and Public Wi-Fi Service.

**15B.2 Term and Termination.** Wi-Fi Service is offered on a month to month basis. Customer shall have the right to terminate Wi-Fi Service, at any time, for any reason, upon thirty (30) days prior written notice to Comcast, subject to payment of all outstanding amounts due for the Wi-Fi Service, if any, and the return of any and all Comcast Equipment. Termination of Wi-Fi Service is not subject to Termination Charges. Wi-Fi Service will terminate simultaneously with Customer's Internet Service.

**15B.3 Supplemental Terms.** Comcast agrees to provide Wi-Fi Service pursuant to the Terms and Conditions herein and the supplemental Wi-Fi Terms and Conditions located at [business.comcast.com/terms-conditions-smb](http://business.comcast.com/terms-conditions-smb) ("Wi-Fi Terms and Conditions"). Comcast may at its sole option change or modify the Wi-Fi Terms and Conditions, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast website at the above URL. The Revisions are effective upon posting.

**15B.4 Service Charges.** Basic Wi-Fi Service is provided to Customer by Comcast at no additional charge. Comcast reserves the right to impose a service charge for Basic Wi-Fi Service upon thirty (30) days advanced written notice to Customer. Enhanced Wi-Fi Service is provided by Comcast to Customer for a monthly recurring charge as set forth or referenced in the applicable Service Order(s) or invoiced by Comcast.

**15B.5 Indemnification.** In addition to the general indemnification obligations set forth herein, Customer shall indemnify, defend and hold harmless Comcast and its directors, officers, employees, agents, subsidiaries, Affiliates, successors and assigns from and against any and all claims (i) asserted by or on behalf of any Wi-Fi end user of the Wi-Fi Service; (ii) arising out of the use of the Wi-Fi Service.

## **ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES SERVICE**

In addition to provisions 1 THROUGH 13 above, the following Articles 16 through 20 are specifically applicable to Voice Services.

### **ARTICLE 16: USAGE BILLING**

16.1 Voice Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g. outbound, international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

16.2 Except as otherwise provided in these General Terms and Conditions, Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

16.3 Notwithstanding anything to the contrary in the Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast or its Associated Parties, as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Voice Service pricing lists and fees can be found at [www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html](http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html).



Except as otherwise prohibited by law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Comcast reserves the right to round up any and all Voice Service invoice amounts to the nearest one (1) cent.

#### **ARTICLE 17: USE POLICY**

**17.1 Additional Use Restrictions.** Except as otherwise provided in the General Terms and Conditions, Voice Service may only be used at Service Location(s) where such service is installed by Comcast. Customer understands and acknowledges that if Customer attempts to install or use the Comcast Equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Voice Service to another location without first notifying Comcast. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Comcast determines, in its sole discretion, that Customer's use of Voice Service is excessive or in violation of this Agreement, Comcast reserves the right, among other things, to terminate or modify Voice Service immediately and without notice.

**17.2 Use of Hospitality Voice Service.** Each Hospitality Voice Service Customer is prohibited from reselling Hospitality Voice Service, except that Customer may use such Service to provide voice service to its short-term lodging accommodation end users. Comcast shall provide Hospitality Voice Service to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Voice Service on the customer-side of the demarcation point. Customer is responsible for all Hospitality Voice Service charges incurred by such end users.

#### **ARTICLE 17A: SERVICE LIMITATION**

**17A.1 Disruption of Service.** Customer acknowledges and understands that Voice Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power is interrupted and Customer-provided Equipment and/or Comcast Equipment does not have a functioning backup power. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Voice Service, including calls to 911, will not function until normal power is restored. Customer also understands that certain online features of Voice Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

**17A.2 Provision of Service.** Subject to the terms and conditions herein, Voice Service is intended for commercial use only.

**17A.3 Nomadic Functionality of certain Voice Service and Comcast Equipment.** Comcast may sell or provide certain Voice Service and Comcast Equipment with nomadic functionality. In such an event, Customer agrees to comply with all user guides, requirements and instructions provided by Comcast, including without limitation, updating the Service Location associated with the nomadic Voice Service or Comcast Equipment. Customer updates to the Service Location must be made a minimum of 72 hours prior to moving nomadic Services and/or Comcast Equipment to ensure the records update is in place by the time of the relocation.

#### **ARTICLE 17A.4: COUNTRIES NOT SERVED – FRAUD PREVENTION**

In order to prevent international long distance fraud and reduce toll-fraud risks to Voice Service customers, Comcast does not include direct dialing to the following countries for all Voice Services: Comoros Island; Djibouti; Eritrea; Guinea; Guinea Bissau; Guyana; Ivory Coast; Liechtenstein; Maldives; Moldova; Niue Island; Sao Tome; Senegal; Sierra Leone; Somalia; Suriname; Tuvalu; Vanuatu; Yemen; Zimbabwe; Algeria; Morocco; Nauru; Papua New Guinea; Saint Helena; Solomon Islands; and Western Samoa. Customers may still make calls to the foregoing countries by making operator assisted calls, which may be subject to an additional fee.

#### **ARTICLE 18: LIMITATIONS OF 911/E911**

**18.1 Limitations.** Voice Service includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

**18.2 Correct Address.** MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO PROGRAM THEIR SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION FOR (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, OR DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS, OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) 911 CALLS. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT IT, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT IT IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT. In order for 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address. If Customer moves Voice Service to a different Service Location without obtaining Comcast's approval and providing the correct information to Comcast, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast before moving Voice Service to a new Service Location, or a new location within a Service Location. Subject to Article 20C.6, Customer acknowledges that 911 calls from nomadic Comcast Equipment assigned to the same telephone number will reach the emergency authority associated with the registered Service Location.

Customer taking Enhanced Voice Service and/or Trunk Service is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the system as necessary to reflect moves or additions of stations within the Service Location. Enhanced Voice Service updates can be made through the Business VoiceEdge™ web portal by the User or Group Administrator or by calling Customer Care. Updates to Enhanced Voice Service take up to seventy-two (72) hours to complete.

**18.3 Service Interruptions.** Customer acknowledges and understands that Voice Service uses the electrical power in Customer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-provided Equipment and/or Comcast Equipment is not installed, fails, or is exhausted after several hours. Customer is urged to arrange for their own backup power supply. The duration of Voice Service during a power outage will depend, among other things, on Customer's backup power choice and proper configuration of the Customer's disaster recovery features. Comcast bears no responsibility for such loss of Voice Service.

**18.4 Network Facilities.** Calls, including calls to 911/E911, may not be completed if Customer exceeds its Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

**18.5 911/E911 Limitations for Nomadic users.** Comcast only supports 911/E911 calls in those areas of the U.S. where Comcast can direct Customer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls from nomadic Comcast Equipment will reach the emergency authority associated with the original registered Service Location unless Customer updates the Service Location address as described in Article 18.2. Comcast will be unable to register any Service Location provided in conjunction with the use of nomadic Voice Service and/or Comcast Equipment that is outside its 911/E911 Voice Service support area. In such circumstances, Customer will be required to use an alternative means of accessing 911/E911.

**18.6 Customer-initiated 911 Testing.** If Customer chooses to make test calls to 911, it agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.

**18.7 Suspension and Termination by Comcast.** Customer understands and acknowledges that Voice Service, including 911/E911, as well as all online features of Voice Service, where Comcast make these features available, will be disabled if Customer's account is suspended or terminated.

**18.8 LIMITATION OF LIABILITY AND INDEMNIFICATION.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER

OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

**ARTICLE 19: VOICE EQUIPMENT REQUIREMENTS**

**19.1 MTA.** To use Voice Service, Customer may need a multimedia terminal adapter (“MTA”), application layer gateway (“ALG”), analog telephone adapter (“ATA”) or other adapter device. Customer can lease an MTA from Comcast, in which case it will be Comcast Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

**19.2 Incompatible Equipment and Services.** Customer acknowledges and understands that certain Voice Service may not support or be compatible with:

- (a) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Comcast as compatible with Voice Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- (d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- (f) Other call types not expressly set forth in Comcast’s product literature (e.g., outbound shore-to-ship calling).

Customer’s attempt to use any such systems in connection with Voice Service is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

**ARTICLE 20: ADDITIONAL LIMITATIONS ON COMCAST’S LIABILITY FOR VOICE SERVICE**

**20.1 Limitations on Comcast’s Liability for Directories and Directory Assistance for Voice Service Customers.** THESE LIMITATIONS SHALL APPLY WHERE COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER’S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER’S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER’S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER’S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

**20.2 Customer Information.** Comcast and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer’s voicemail, call detail, data, files, or other information that is stored on Comcast’s or its suppliers’ servers or systems, in accordance with our storage policies. Customer understands and acknowledges that Comcast shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

**20.3 Call Verification.** Customer may be receiving enhanced Caller ID services that provide Customer with an indicator on calls when the caller's voice provider has confirmed that the call is coming from a telephone number that has not been falsified. Customer understands and acknowledges that an indicator that a particular call has been "verified" does not mean that the call is a desired call or a legitimate call. Similarly, Customer understands and acknowledges that the lack of a "verified" indicator does not mean that the call is a nuisance call. Customer is responsible for protecting itself from fraudulent calls. Comcast shall have no liability for any actual or alleged damages claimed to be caused, directly or indirectly, as a result of Customer's reliance on enhanced Caller ID services.

**ARTICLE 20A: ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICE**

In addition to Articles 1 THROUGH 13 and Articles 16 THROUGH 20, the following Article 20A is specifically applicable to Toll Free Service offered by Comcast:

**20A.1 Limitation.** Customer may order Toll Free Service. In order to purchase and retain Toll Free Service with Comcast, Customer must have Voice Service, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's Comcast account, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toll free carrier; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, Comcast will disconnect the TFN. Comcast shall have no liability for loss of Toll Free Service which results from Customer failing to take immediate action as indicated above.

**20A.2 Term and Termination.** Toll Free Service is offered on a month to month basis. Customer shall have the right to terminate Toll Free Service, at any time, for any reason, upon thirty (30) days prior notice to Comcast, subject to payment of all outstanding amounts due for the Toll Free Service and the return of any and all Comcast Equipment. Termination of Toll Free Service is not subject to Termination Charges. Toll Free Service will terminate simultaneously with Customer's Voice Service.

**20A.3 Authorization.** When ordering Toll Free Service, as set forth or referenced in each applicable Service Order Customer authorizes Comcast to act as its agent in initiating and provisioning such Toll Free Service.

**ARTICLE 20B: ADDITIONAL TERMS APPLICABLE TO TRUNK SERVICE**

In addition to Articles 1 THROUGH 13 and Articles 16 THROUGH 20, the following Article 20B is specifically applicable to Trunk Service offered by Comcast:

**20B.1 Additional E911 Limitations - Trunk Services.**

(a) Comcast offers the opportunity for Customers to designate up to 1000 different areas within their premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, room number, cubicle number, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information for each zone exactly as it should appear to the 911 call taker. For each requested area, up to 1000, Customer will receive a phone number that Comcast will register in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary, including notifying Comcast of such changes, to reflect moves or additions of stations within the premises. Customer agrees to cooperate with requests from Comcast to verify or update 911 Emergency Location Information within ten (10) business days of such a request.

(b) Customer acknowledges and understands that it, and not Comcast, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Comcast Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than ten different location identifiers or other features not currently offered under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have "Private Switch/Automatic Location

Identification” service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Trunk Services from Comcast.

(c) Comcast will post only the main billing telephone number in the 911 database or databases using Customer’s billing address as the registered Service Location, unless Customer requests the assignment of Emergency Location Information as set forth above.

**20B.2 Customer Responsibility for Telephone Equipment**

(a) Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Comcast will support N11 dialing service in areas where the service is made available by the local municipality. Customer also acknowledges and accepts that Comcast does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

**20B.3 Trunk Service Billing Increments.**

(a) Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with Trunk Service will be billed on basis of six (6) second increments with a minimum call duration of six (6) seconds. For purposes of this section, “domestic” means calls within the continental United States.

(b) **Pooled Minutes.** Each channel purchased in connection with Trunk Service includes a monthly allotment of 200 minutes of domestic long distance. These minutes shall be pooled at the Service Location level within an account. Any usage in excess of the earned amount shall be considered overage and be rated at the then current rate. Unused minutes expire at the end of the billing period and are not carried forward or otherwise creditable to Customer’s account.

**20B.6 Service Level Agreement**

Comcast’s liability for Trunk Service performance shall be limited to the amounts set forth in the Service Level Agreement (“SLA”) found at the Comcast website at <https://business.comcast.com/terms-conditions-smb>. Comcast may change or modify the SLA (“SLA Revisions”) by posting such SLA Revisions to the Website. The SLA Revisions are effective upon posting to the Website.

**ARTICLE 20C: ADDITIONAL TERMS APPLICABLE TO ENHANCED VOICE SERVICE**

In addition to Articles 1 THROUGH 13, Articles 16 THROUGH 20, the following Article 20C is applicable to Enhanced Voice Service offered by Comcast, specifically Business VoiceEdge™ (formerly Managed Business Class Voice Service) and Branch Office Voice Service:

**20C.1 Limitation.** In order to purchase and retain Enhanced Voice Service with Comcast, Customer must have Internet Service. Enhanced Voice Services will not operate if Customer terminates Internet Service or has improperly set the Disaster Recover feature at any time during the Enhanced Voice Services Term. Comcast shall have no liability for loss of Enhanced Voice Service which results from Customer terminating Internet Service or due to feature misconfiguration.

**20C.2 Termination Charges.** Termination Charges will also be imposed by Comcast if, prior to the end of the applicable Service Term, Customer fails to sustain the required Enhanced Voice Service order minimum, as identified on the applicable Service Order. Such failure to sustain the minimum order will be considered a Customer-initiated

termination for convenience (without cause). Comcast will continue to serve the remaining Enhanced Voice Service Order, until such service is terminated pursuant to the terms of the Agreement.

**20C.3 Additional E911 Limitations - Enhanced Voice Service (Teleworking Users).** Comcast Equipment available for use with Enhanced Voice Service is intended for primary use at Customer's registered Service Location. However, such equipment may operate from any location where Customer or Customer's authorized end user is able to access a broadband connection. In order for 911/E911 calls to be properly directed to emergency services from such Comcast Equipment, Customer must update the Service Location as instructed in Article 18.2, above.

**20C.4 Additional Equipment Requirements - Enhanced Voice Service**

(a) **Network Hardware Equipment.** To use the Enhanced Voice Service, Customer may need in addition to an MTA (as referenced above), an Enterprise Services Gateway ("ESG") or other adapter device. Customer can lease an ESG from Comcast, in which case it will be Comcast Equipment. Mean Time to Repair (MTTR) information may be found on the Website. Comcast may update the Website documents and/or URL from time to time.

(b) **Premise Hardware Equipment.** To use the Enhanced Voice Service, Customer may need an IP phone handset, conference device, or analog telephone adapter ("ATA") or other adapter device. Customer can lease an IP Phone, conference device or ATA from Comcast, in which case it will be Comcast Equipment. Comcast supports next business day ("NBD") replacement for devices Comcast determines need replacement.

**20C.5 Service Level Agreement.** Comcast's liability for Enhanced Voice Service performance shall be limited to the amounts set forth in the Service Level Agreement ("SLA") found at the Comcast website at <http://business.comcast.com/terms-conditions/index.aspx>. Comcast may change or modify the SLA ("SLA Revisions") by posting such SLA Revisions to the Website. The SLA Revisions are effective upon posting to the Website.

**ARTICLE 20D: ADDITIONAL TERMS APPLICABLE TO REMOTE CALL FORWARDING SERVICE**

In addition to Articles 1 THROUGH 13, Articles 16 THROUGH 20, the following Article 20D is applicable to Remote Call Forwarding Service offered by Comcast:

**20D.1 Limitation.** In order to purchase and retain Remote Call Forwarding Service with Comcast, Customer must have Voice Service, and must map each Remote Call Forwarding telephone number ("RCFTN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Remote Call Forwarding Service term, Customer must immediately: (1) map the applicable RCFTN to another Digital Voice telephone number on Customer's Comcast account, (2) purchase a new Digital Voice telephone number to map to the RCFTN, (3) port out the RCFTN to another carrier if feasible; or (4) disconnect the RCFTN. If Customer fails to take immediate action as indicated above, Comcast will disconnect the RCFTN. Comcast shall have no liability for loss of Remote Call Forwarding Service which results from Customer failing to take immediate action as indicated above.

**20D.2 Term and Termination.** Remote Call Forwarding Service is offered on a month to month basis. Customer shall have the right to terminate Remote Call Forwarding Service, at any time, for any reason, upon thirty (30) days prior notice to Comcast, subject to payment of all outstanding amounts due for the Remote Call Forwarding Service and the return of any and all Comcast Equipment. Termination of Remote Call Forwarding Service is not subject to Termination Charges. Remote Call Forwarding Service will terminate simultaneously with Customer's Voice Service.

**20D.3 Authorization.** When ordering Remote Call Forwarding Service, as set forth or referenced in each applicable Service Order Customer authorizes Comcast to act as its agent in initiating and provisioning such Remote Call Forwarding Service.

**ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICES AND PUBLIC VIEW VIDEO SERVICES**

In addition to provisions 1 THROUGH 13 above, the following Articles 21 through 25 are specifically applicable to Video Services and Public View Video Services:

**ARTICLE 21: LIMITATION OF SERVICE.**

**21.1 Redistribution Limitation.** Customer hereby acknowledges and agrees that Comcast does not have the absolute right to distribute pay-per-view video programming (including programming such as sporting events) and certain premium video services to commercial establishments. Therefore, Customer agrees that it shall not exhibit nor assist in the exhibition of any such programming unless explicitly authorized to do so, in advance and in writing, by Comcast and the applicable program or event distributor. In requesting such explicit authorization, Customer agrees to identify itself as a commercial establishment. Customer shall not, and shall not authorize or permit any other person to, and shall take all reasonable measures to prevent (e.g. encryption) (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of Video and/or Public View Video (or any part thereof); (ii) transmit Video and/or Public View Video (or any part thereof) by any television or radio broadcast or by any other means or use Video and/or Public View Video (or any part thereof) outside of the Service Location(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any Comcast Equipment from another location to any Service Location, or from any Service Location to any other location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Video and/or Public View Video at any Service Locations.

**21.2 Additional Licenses.** Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the Service Location(s) at the time Video and/or Public View Video (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of Video and/or Public View Video (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into Video and/or Public View Video, or interrupt any performance of Video and/or Public View Video for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Service Location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad-casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.

**21.3 Provision of Service: Video Services Only.** Video Service, including without limitation HD DVR service, is for private commercial viewing venues only, and is not for use in public viewing areas such as bars, restaurants, fitness centers or at residential addresses. Further, Customer acknowledges and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. As to Video Service only, Comcast may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. Comcast shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

**21.4 Additional Sets.** Customer agrees not to add additional sets or disturb, alter or remove any portion of the Comcast Equipment. Any unauthorized connection or other tampering with Video, Public View Video or Comcast Equipment shall be cause for disconnection of the applicable Service, legal action and Comcast shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

**21.5 Installation of Advanced Equipment.** In the event Comcast agrees to install or allow Customer to install certain advanced equipment (i.e. Q2Q devices), Customer acknowledges that Video Service and/or Public View Video Service will be delivered to the demarcation point at the Service Location(s). Customer shall be responsible for any and all facilities, equipment and/or devices required to use Video Service or Public View Video Service on the Customer-side of the demarcation point, and depending on the configuration of the Customer-side Service Location infrastructure, certain components of the Video Service or Public View Video Service may be unavailable. Notwithstanding Customer's use of facilities, equipment and/or devices on the Customer-side of the demarcation point, Customer shall comply with all obligations and restrictions regarding Video Service or Public View Video Service contained in this Agreement.

In addition to the indemnification obligations contained elsewhere in this Agreement, Customers using Video and/or Public View Video agree to indemnify and hold Comcast harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from the unauthorized distribution and/or exhibition of the Video and/or Public View Video, including without limitation, pay-per-view video programming and premium video services.

**ARTICLE 23: STATE-SPECIFIC PROVISIONS APPLICABLE TO VIDEO SERVICE AND PUBLIC VIEW VIDEO SERVICE.**

**23.1 Disruption of Service.**

(a) **Connecticut Customers.** In the event of an interruption of Video or Public View Video of more than twenty-four (24) consecutive hours and of which Comcast has received actual notice, a credit will be issued to Customer's Video and/or Public View Video monthly service charges for the length of time such Service was interrupted.

(b) **New York Customers.** In the event of an interruption of Video or Public View Video Service for at least four (4) hours between 6:00pm and 12:00am, except for emergency notice events, a credit equal to one day will be issued to Customer's Video or Public View Video monthly service charges. If Customer's Video or Public View Video is interrupted for less than four (4) hours or outside of the hours of 6:00pm and 12:00am, please call 1-860-827-2622 to request a credit.

(c) **Vermont Customers.** In the event of an interruption of Video or Public View Video for more than twenty-four consecutive hours and of which Comcast has received actual notice, Comcast will issue a credit to Customer's Video or Public View Video monthly service charges for the total period of the interruption in an amount proportionate to Customer's regular monthly service charge. If Comcast has not been made aware of the interruption, Customer must call 1-860-827-2622 to request a credit.

**23.2 Regulatory Contact Information.** Customer may contact the Comcast corporate offices at One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103 with concerns and complaints.

(a) **Connecticut Customers.** If Comcast is unable to resolve Customer's problem, Customer may contact the Connecticut Department of Utility Control at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.

(b) **Maine and New Hampshire Customers.** The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce Consumer Protection laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair and deceptive practices of a cable company to:

Maine – Office of the Attorney General, Department of Consumer Fraud and Antitrust, State House Station #6, Augusta, ME 04333.

New Hampshire – Office of the Attorney General, Department of Consumer Fraud and Antitrust, 25 Capital Street, Concord, NH 03301.

(c) **Maryland Customers.**

Montgomery County, MD Customers - Under its franchise with Montgomery County, Comcast has the following rebate policy: In the event of a Video or Public View Video Service Interruption (loss of picture or sound of one or more channels to any customer) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers Customer the next available repair appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a credit of 10% of your normal monthly bill for Video or Public View Video for each 24-hour period, or segment thereof that the Service Interruption continues beyond the scheduled repair call. Customers may contact Comcast at (301) 424-4400.

Prince Georges County, MD Customers - In the event of a Video or Public View Video Service Interruption (loss of picture or sound of one or more channel to any customer) lasting between two (2) and six (6) hours, Customer shall be entitled upon request, to a pro-rata credit for such Service interruption. In the event of a Service Interruption lasting



between six (6) and twenty-four (24) consecutive hours, Customer shall be entitled to a pro-rata credit equal to one day of Customer's monthly Service charge.

(d) **Massachusetts Customers.** In addition to the above, Customer may contact its local franchise authority: the Consumer Division of the Department of Telecommunications and Energy toll free at 1-800-392-6066 or write to the DTE at One South Station, Boston, MA 02110.

(e) **New York Customers.** If Comcast is unable to resolve Customer's problem, Customer may their local government or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Service, Three Empire State Plaza, Albany, NY 12223-1350.**

(f) **Vermont Customers.** The Vermont Department of Public Service can provide assistance in the resolution of consumer complaints. Customers should file complaints with the Customer Hotline at 1-800-622-4496.

### **23.3 Billing Questions.**

(a) **Sacramento, CA Customers.** If there are any billing errors or other requests for credit, Customer must inform Comcast within sixty (60) days of the time Customer receives the disputed bill, unless applicable law provides for a longer period which cannot be waived or otherwise modified. Comcast will investigate and respond to all complaints within five (5) business days of the receipt of the complaint. In some cases, an investigation might require a search of historical records that could take up to fourteen (14) business days. If Customer believes a payment was made which was not credited to Customer's account, a copy of a cancelled check or money order may be required and the disputed amount will be set aside for up to fourteen (14) days while Customer gather that documentation.

### **23.4 Access to Customer's Premises, Credit for Missed Appointments.**

(a) **West Bay and San Francisco, CA Customers.** If Comcast fails to keep a scheduled Video or Public View Video appointment, Comcast will credit Customer's account with either free installation or a service call free of charge if the appointment was for an installation or service call for which a fee was to be charged, or a minimum credit of \$20.

(b) **Sacramento, CA Customers.** If Comcast fails to keep a scheduled appointment, Comcast will credit Customer's account with one (1) month of Limited Commercial Basic up to a maximum credit equal to one month of the Standard Commercial Cable price.

### **23.5 Remedies for Late Payment/Non-Payment.**

(a) **Maryland Customers.** If Customer fails to make any required payment for the Video or Public View Video Services by the payment due date or pays less than the full amount due for such Services, Comcast may bill fees, charges and assessments related to late payments or non-payments.

(1) EACH MARYLAND CUSTOMER WILL BE ASSESSED A LATE FEE OF \$5.00 PER MONTH FOR EACH VIDEO OR PUBLIC VIEW VIDEO SERVICE ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.

(2) **Montgomery County, MD Customers Only.** CUSTOMER WILL BE ASSESSED A LATE FEE OF \$4.00 PER MONTH FOR EACH VIDEO OR PUBLIC VIEW VIDEO SERVICE ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.

### **23.6 Provisions specific to Prince Georges County, MD Video or Public View Video Customers.**

(a) **Deposits.** If Comcast disconnects Customer's Video or Public View Video Service(s) or is otherwise required under applicable law to a refund of any deposit, Comcast shall within thirty (30) days or Customer's next billing cycle, whichever is earlier, return a sum equal to the deposit(s) Customer paid (without interest unless otherwise required by law) minus any amounts due on Customer's account (including without limitation, any amounts owed for Services or for any Comcast Equipment that is damaged, altered, or not returned).

(b) **Termination of Video or Public View Video Service by Customer.** All applicable fees and charges will accrue until the termination of this Agreement or the date Customer requests the Services to be disconnected, whichever is earlier.

**ARTICLE 24: CHARGES**

Comcast may modify the charges for Video Services and/or Public View Video Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel Video Services and/or Public View Video Service without further liability beyond the termination date. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Video Service and/or Public View Video Service pricing.

**ARTICLE 25: VIDEO SERVICE STREAMING**

To the extent Comcast provides Customer with the ability to stream the Video Services, Customer acknowledges and agrees that (i) such streaming functionality may only be used by Customer's employees at the applicable Service Location(s) on Approved Devices, (ii) Customer may register up to four hundred (400) Approved Devices; provided, that, the Video Services may be streamed on no more than five (5) such devices at any given time, (iii) the streamed video shall be used solely for private viewing purposes and shall not be displayed for public viewing (either in whole or in part), including, but not limited to, in any common areas and/or conference rooms and (iv) Customer shall not, and shall cause its employees not to, (A) stream, display or transmit the Video Services outside of the applicable Service Location(s) or (B) distribute the Video Services from the Customer-side of the demarcation point via a virtual private network. The following are "Approved Devices" (unless Comcast notifies Customer otherwise): (I) a PC or Apple laptop or desktop computer and (II) a tablet and/or smart phone with an iOS or Android operating system.

**ADDITIONAL TERMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICES**

In addition to provisions 1 THROUGH 13 and provisions 21 THROUGH 25 above, the following Article 26 is specifically applicable to Public View Video Services:

**ARTICLE 26: PROVISION OF SERVICE - PUBLIC VIEW VIDEO**

Subject to the terms and conditions herein, Public View Video Service is intended for use in commercial, public viewing areas such as bars and restaurants. Customer acknowledges and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Comcast may in its discretion make additions, deletions or modifications to its Public View Video channel line-up without liability to Customer or anyone claiming through Customer. In the event Comcast makes a material change to the Public View Video channel line-up, Customer will have thirty (30) days from the date of the material channel lineup change to cancel Public View Video Service without further liability beyond the termination date. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Public View Video channel lineup. Comcast shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

**ADDITIONAL TERMS APPLICABLE TO HOSPITALITY VIDEO SERVICES**

In addition to provisions 1 THROUGH 13, 21.1, 21.2, 21.4, 21.5, 22 THROUGH 26 above, the following Articles 27 through 29 are specifically applicable to Hospitality Video Services. For purposes of the above provisions, Video Service shall also mean Hospitality Video Service.

**ARTICLE 27: PROVISION OF SERVICE - HOSPITALITY VIDEO SERVICES**

27.1 Customer may, subject to the terms and conditions contained herein, offer Hospitality Video Services solely to its hospitality in-room guest at the Service Location(s) (each a "Customer Guest"); provided, that, notwithstanding the foregoing, Hospitality Video Services shall not be used, or made available to any Customer Guest, in public viewing areas such as bars, restaurants, fitness centers or at residential addresses. Further, Customer acknowledges

and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. As to Video Service only, Comcast may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. Comcast shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

**27.2** Comcast shall provide Hospitality Video Service to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Video Services on the Customer-side of the demarcation point, and depending on the configuration of the Customer-side Service Location infrastructure, certain components of the Hospitality Video Service may be unavailable. Notwithstanding Customer's use of facilities, equipment and/or devices on the Customer-side of the demarcation point, Customer shall comply with all obligations and restrictions regarding Video Service contained in this Agreement.

#### **ARTICLE 28: RESETTING OF X1 TV BOXES**

**28.1** Customer acknowledges that unless the X1 TV Boxes used by a Customer Guest are reset to their X1 default settings, certain activity of, information provided by, and/or content accessed by, such Customer Guest in connection with its use of the Hospitably Video Service may be viewable and/or accessible by subsequent Customer Guests that are provided with access to such X1 TV Boxes. Customer shall be solely responsible for resetting any X1 TV Boxes used by a Customer Guest to their X1 default settings and Comcast shall have no obligation to reset any such X1 TV Boxes.

**28.2** If the Hospitality Video Services provided to Customer pursuant to this Agreement enables a Customer Guest to access certain content upon the provision of personal information (e.g., NetFlix, YouTube, etc.), including, but not limited to, by way of providing login information such as a username and/or passwords, then upon, or as soon as reasonably possible after, check-out by a Customer Guest, any X1 TV Box to which such Customer Guest had access shall be reset by Customer to its X1 default settings; provided, that, Customer shall, in all events, reset any such X1 TV Box prior to the time that another Customer Guest is provided with access thereto.

**28.3** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY FAILURE TO RESET ANY X1 TV BOX. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES) THAT COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR, INCLUDING ANY SUCH LOSSES, DAMAGES, FINES, PENALTIES, COST AND/OR EXPENSES COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR IN AN ACTION BROUGHT BY OR ON BEHALF OF A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, ANY CUSTOMER GUEST), ARISING OUT OF, OR RELATING TO, (I) THE RESETTING OF, OR THE FAILURE TO RESET, ANY X1 TV BOX USED BY, OR MADE AVAILABLE TO, A CUSTOMER GUEST AND/OR (II) CUSTOMER'S BREACH OF ARTICLE 28.2.

#### **ARTICLE 29: NETFLIX SERVICES**

**29.1** This Article 29 applies to the extent Customer's Hospitality Video Service includes access to the Netflix Services. "Netflix Services" means the Netflix subscription service which will be accessible via the use of an application available on the Comcast Equipment used to deliver the Hospitality Video Service.

**29.2** Customer shall (i) place one remote control with a dedicated Netflix button, to be provided by Comcast, per set-top box or other Comcast Equipment through which the Netflix Services are available in each guest room in which the Hospitality Video Service is installed, including swapping out non-branded remote controls with remote controls featuring a dedicated Netflix button, and (ii) remove any Comcast remote controls from such guest rooms that do not have a dedicated Netflix button.

**29.3** In connection with the Hospitality Video Service, Comcast will provide a Property Management System (PMS) Integration application which will automatically clear viewing history and application account information on the in-room set-top boxes used by Customer Guests when such Customer Guests check-out ("Automatic Reset Function"). Customer acknowledges and agrees that in order for Comcast to provide the Automatic Reset Function, (i) Customer's PMS must be capable of, and be enabled to, send and receive the necessary data values which will allow Comcast to reset guest set-top boxes upon check-out and (ii) Customer will be required to provide a PMS

interface (which may have to be obtained from Customer's PMS provider) which will allow Comcast to receive and send data to the Customer PMS in connection with performing the Automatic Reset Function (the "Customer PMS Requirements"). If Customer does not satisfy the Customer PMS Requirements, then, notwithstanding anything to the contrary contained in this Article 29, Comcast shall have no obligation to provide the Netflix Services or the Automatic Reset Function in connection with the Hospitality Video Services.

If at any time the Automatic Reset Function is not functioning (i.e., viewing history and application account information is not being cleared from the set-top boxes upon guest check-in/check-out), Comcast may notify Customer of the same. Upon receipt of such notice and until Comcast notifies Customer that the Automatic Reset Function is functioning, Customer shall be responsible for resetting the guest room set-top boxes in accordance with Article 28.2 and shall be liable to Comcast in accordance with Article 28.3 for any failure to do so.

**29.4** Customer acknowledges and agrees it is expressly prohibited from:

- (a) providing free Netflix subscriptions or house accounts to Customer Guests;
- (b) displaying the Netflix Service in any public or common areas;
- (c) charging Customer Guests an additional fee or other charge for the use of the Netflix Service; provided the foregoing does not prohibit Customer from billing and collecting standard room charges;
- (d) using any Netflix trademarks, service marks or other Netflix intellectual property, or any marketing materials related to Netflix without Netflix's express written consent, except to the extent such are incorporated in the Netflix Services;
- (e) collecting data, in any manner whatsoever, about Customer Guest's usage related to the Netflix Services; or
- (f) disclosing or making available any usage data specific to the Netflix Services provided to Customer to any third party or the public generally.

**29.5** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ISSUES RELATED TO THE NETFLIX SERVICE. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES) THAT COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR, INCLUDING ANY SUCH LOSSES, DAMAGES, FINES, PENALTIES, COST AND/OR EXPENSES COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR IN AN ACTION BROUGHT BY OR ON BEHALF OF A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, ANY CUSTOMER GUEST), ARISING OUT OF, OR RELATING TO, (I) CUSTOMER'S USE OF THE NETFLIX SERVICE AND/OR (II) CUSTOMER'S BREACH OF THIS ARTICLE 29.

#### **ADDITIONAL TERMS APPLICABLE TO SECURITYEDGE SERVICES**

In addition to Articles 1 through 13 above, the following Article 30 is applicable to SecurityEdge Services.

**30.1** The SecurityEdge Service is an Internet security solution designed to prevent Customer's devices that are connected to the Internet through a Comcast-issued Internet modem (a "Connected Device") from accessing (a) malicious Internet domains, or (b) certain website categories or specific Internet domains that Customer has blocked its users from accessing (together with (a), "Blocked Traffic"), by redirecting such Connected Devices to a block page. For clarity, SecurityEdge will not prevent a Connected Device from accessing Blocked Traffic if such Connected Device is (i) connected to the Internet via a public Wi-Fi network, including one provided by Comcast (e.g., Xfinity WiFi), (ii) connected via direct IP-to-IP communication (e.g., virtual private network technology) or (iii) connected via non-Comcast domain name system server(s). In addition, certain features of the SecurityEdge Service, such as customized web filtering, will not be available if any device is connected to the Internet via Comcast Business Connection Pro.

**30.2** Customer acknowledges and agrees that SecurityEdge is not antivirus or firewall software and will not protect against inbound attacks on Customer's network. SecurityEdge will not block an Internet domain unless (i) Comcast has determined, in its sole discretion, that such Internet domain is potentially malicious, or (ii) Customer has

configured its web filtering policies to prevent access to such Internet domain or category of Internet domains in which such Internet domain may be included. Customer shall be solely responsible for configuring its web filtering policies and Comcast shall have no responsibility, or liability, with respect to such configurations.

**30.3** The SecurityEdge Service works only with the Internet modem issued by Comcast for use with the SecurityEdge Service (the "SecurityEdge Modem"). The SecurityEdge Modem constitutes Comcast Equipment under the Agreement. Customer acknowledges and agrees that the SecurityEdge Service will not function with any Internet modem other than the SecurityEdge Modem and as such, SecurityEdge will not function if Customer uses Customer-Provided Equipment in lieu of the SecurityEdge Modem. Comcast shall not be liable for any damages whatsoever for any failure of the SecurityEdge Service in the event Customer replaces the SecurityEdge Modem with any other equipment.

**30.4** Customer acknowledges and agrees that Customer's non-Comcast applications and services that use TCP/UDP port-53 (i) may not be compatible with the SecurityEdge Service, which may result in such non-Comcast applications and services not functioning properly, and (ii) may affect certain Comcast Services (including Business Internet). Comcast shall not be liable for any performance issues (including without limitation, with respect to Comcast Services) related to Customer's use of such non-Comcast applications and services.

**In addition to Articles 1 through 13 above and the "Additional Terms Applicable to SecurityEdge Services" in Articles 30.1-30.4 (the "SecurityEdge Terms"), the following terms apply to the SecurityEdge Extended Coverage Service (the "Extended Coverage Terms") and take precedence to the extent of a conflict with the SecurityEdge Terms.**

**30.5** The SecurityEdge Extended Coverage Service ("**Extended Coverage Service**") is an optional feature of the SecurityEdge Service that extends the SecurityEdge Service to devices that: (a) are connected to the Internet by means other than through a Comcast-issued Internet modem; (b) have properly installed one of the supported operating systems (and version thereof) described in Section 30.9; and (c) on which the then-current version of the Comcast Business SecurityEdge application (the "**SecurityEdge Application**") has been downloaded, and properly installed, activated, and enabled (as described by Comcast) (each, a "**Remote Device**" and collectively, the "**Remote Devices**"). The Extended Coverage Service prevents Remote Devices from accessing Blocked Traffic by redirecting such Remote Devices to a block page. The Extended Coverage Service will support up to 250 Remote Devices per Customer account at any given time. This device limitation is subject to change upon notice to Customer (email accepted). Customer must maintain the SecurityEdge Service in order to receive the SecurityEdge Extended Coverage Service. The web filtering policies established for the SecurityEdge Service will be applied to the SecurityEdge Extended Coverage Service.

**30.6** Customer acknowledges that it, and not Comcast, is responsible for: (a) registering Remote Devices for the Extended Coverage Service by creating a "deep link" via the SecurityEdge portal and sending such deep link, which will be valid only for a limited period of time, to selected end users. End users must then download, install, activate, and enable SecurityEdge Application on their Remote Device(s); and (b) revoking registered Remote Device(s) access to the Extended Coverage Service via the SecurityEdge portal, as required. Without limiting the foregoing, Customer shall ensure that it provides such end users with all notices and disclosures, and obtains from such end users all consents, relating to Customer and the Extended Coverage Service monitoring all Internet traffic from Remote Devices.

**30.7** The Extended Coverage Service will not function (and Remote Device(s) will not be protected) in the event any of the following occurs: (i) the SecurityEdge Application is not downloaded, properly installed, activated, and enabled; (ii) the SecurityEdge Application is disabled or uninstalled or Customer revokes access to Remote Device(s) in the SecurityEdge portal; (iii) a Remote Device is using a VPN profile other than the SecurityEdge profile; (iv) a Remote Device is using a connection to an IP address that has not been resolved through Domain Name System ("DNS") (e.g., direct IP-to-IP communication); (v) a Remote Device is using DNS over Hypertext Transfer Protocol Secure (HTTPS) or DNS over Transport Layer Security (TLS) to establish connections to applications/services; or (vi) a Remote Device has no connection to the Internet.

**30.8** The SecurityEdge Application installs a Virtual Private Network ("VPN") profile on the Remote Device(s). **While the SecurityEdge Application is enabled, the Comcast Business SecurityEdge VPN profile disables all**

**other VPN profiles present on the Remote Device(s).** In addition, DNS traffic on the Remote Device may be filtered or monitored when the Comcast Business SecurityEdge application VPN is enabled.

**30.9** Customer acknowledges that the SecurityEdge Application supports only the following operating systems: MS Windows, Google Android OS, Google Chrome OS, Apple iOS, Apple MacOS. Use of the application may periodically require that end users update and/or change the operating systems software to meet minimum application requirements.

**30.10 Indemnification.** In addition to the general indemnification obligations set forth herein, Customer shall indemnify, defend and hold harmless Comcast and its directors, officers, employees, agents, subsidiaries, Affiliates, successors and assigns from and against any and all claims (i) asserted against Comcast by or on behalf of any end user of the Extended Coverage Service; or (ii) arising out of the use of the Extended Coverage Service.

#### **ADDITIONAL TERMS APPLICABLE TO CONNECTION PRO**

**In addition to provisions 1 THROUGH 15, the following Article 31 is applicable to Connection Pro Services.**

**31.1** In order to receive Connection Pro Service at a Service Location, Customer must have Comcast's Business Internet Service at such Service Location. Connection Pro Service is intended solely to provide automatic 4G LTE Internet back up at the Service Location(s) for which Customer has ordered Connection Pro Service(s) in the event Customer's Business Internet Service at such Service Location(s) is unavailable. Customer acknowledges and agrees that, without limitation to any other provision in this Agreement, the Connection Pro Service may not be used at any location other than the Service Location(s) for which the Connection Pro Service was ordered, and Customer shall not move, rearrange, disconnect, remove, transport or use the Comcast Equipment provided in connection with the Connection Pro Service at any location other than such Service Location(s).

#### **ADDITIONAL TERMS APPLICABLE TO REMOTE WORKER SERVICES**

**In addition to Articles 1 through 13 above, the following Article 32 is applicable to Remote Worker Services.**

**32.1** "Remote Worker(s)" means Customer's employee(s) that are receiving Comcast Services at such employee's residential address.

**32.2** Comcast may, in its sole discretion, remove or change Comcast Equipment provided in connection with the Services. Customer shall cause its Remote Workers not to move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with Comcast Equipment, and shall cause its Remote Workers not to use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) cause its Remote Workers to provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its Remote Workers acts or omissions, or by fire, theft, or other casualty at the Service Locations (including any Remote Worker Service Locations), unless caused by the gross or willful misconduct of Comcast.

**32.3** Upon termination of a Service, Customer shall be responsible for the return of all applicable Comcast Equipment located at a Remote Worker Service Location. Until such time as (i) the Comcast Equipment is returned to Comcast or (ii) Comcast charges Customer for the replacement cost of the Comcast Equipment pursuant to the immediately following sentence, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment located at a Remote Worker Service Location. If (x) any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted or (y) Customer fails to return any Comcast Equipment located at a Remote Worker Service Location within thirty (30) days of the applicable termination date, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**32.4** Comcast shall not be responsible for providing virtual private network software, firewalls, and related software products required to permit Remote Workers to access Customer's network.

**32.5** Customer acknowledges and agrees that it is responsible for (i) all use of the Services by its Remote Workers, including, but not limited to, compliance with the Business Services Customer Terms and Conditions and Use Policies

and (ii) all charges associated with Services provided to Remote Workers, whether or not such charges were authorized by Customer. Any breach or violation of the Agreement by a Remote Worker shall constitute a breach or violation of the Agreement by Customer. Neither the Agreement nor this PSA expressly or implicitly provides any Remote Worker with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**32.6** Customer shall prohibit any Remote Worker from making any claims directly against Comcast related to the Services and, instead, any claims related to the Services must be made by Customer directly, on behalf of its Remote Worker, pursuant to the terms of the Agreement. Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims brought by any Remote Worker directly against Comcast related to the Services provided under the Agreement.

**32.7** Customer shall inform each Remote Worker receiving a Comcast Voice Service of the 911 limitations specified in the applicable Service Order Agreement (the "911 Limitations"). Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims arising from (i) Customer's failure to notify a Remote Worker of the 911 Limitations or (ii) any inaccuracies or omissions in how Customer conveyed the 911 Limitations to a Remote Worker.

**32.8** A Remote Worker may contact Comcast only with respect to Service-related issues at the Remote Worker Service Location at which such Remote Worker receives the Services.

**32.9** Customer shall inform its Remote Workers that they are not permitted to make any changes to Customer's account.

**EXHIBIT F- August 2023 Proposed Additions**

**COAX On-Net Services Pricing Sheet<sup>1</sup>**

<u>Gov/Ed Offer Price</u>	<u>Monthly Recurring Charge (MRC)</u>	<u>Everyday Pricing</u>
<u>Service</u>	<u>3yr Term</u>	<u>EDP</u>
<u>BI Standard</u>	<u>\$99.95</u>	<u>\$149.95</u>
<u>Performance</u>	<u>\$129.95</u>	<u>\$199.95</u>
<u>Advanced</u>	<u>\$169.95</u>	<u>\$249.95</u>
<u>Gigabit Extra</u>	<u>\$269.95</u>	<u>\$399.95</u>

<u>Optional Add-ons</u>	
<u>Service</u>	<u>Pricing</u>
<u>1 IP Address</u>	<u>\$24.95</u>
<u>5 IP Address</u>	<u>\$29.95</u>
<u>13 IP Address</u>	<u>\$44.95</u>
<u>Business Internet</u>	<u>\$19.95</u>

**Ethernet On-Net Services Pricing Sheet<sup>1</sup>**

<u>EPL</u>	<u>25</u>	<u>60 Months</u>	<u>\$220.70</u>
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**January 2024-December 2024 Business Video Services Pricing Sheet<sup>1</sup>**

<u>Service/Product</u>	<u>Pricing</u>
<u>TV Standard 1</u>	<u>\$89.95</u>
<u>Public View Service 1</u>	<u>\$20.00</u>
<u>Equipment- TV Box + Remote (STB)</u>	<u>\$9.95/BOX</u>
<u>Installation Fee</u>	<u>\$129.95</u>

1. All pricing listed in this chart is subject to Comcast Finance final approval.





CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

RUSH

IL

TODAY'S DATE: 3/20/2024

DOCUMENT TITLE: Second Municipal Amendment to Comcast (FI-25848367-DIngb)

COMM. MTG. DATE: 2/6/24 CAM #: 24-0042 ITEM #: CP-1 CAM attached: YES NO

Routing Origin: FIN-Proc Router Name/Ext: M. Eaton, 5141 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3/25/24 Attorney's Name: Rhonda Montoya Hasan Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: Ext: Date: 03/25/24

4) City Manager's Office: CMO LOG #: MARYL Document received from: 3/26/24

Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO (Initial) S. GRANT (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions:

Forward originals to Mayor CCO Date: 3/26/24

5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date:

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: M. Eaton, 5141 (Name/Dept/Ext)

Attach certified Reso # YES NO

Original Route form to CAO JM# 24-0213

