

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FI-25848367-DIngb

MSA Term: 60 months

Customer Name: City of Fort Lauderdale

CUSTOMER INFORMATION

Primary Contact: Andrew Parker	<u>Primary Contact Address Information</u>
Title:	Address 1: 100 North Andrews Avenue
Phone: (954) 828-4095	Address 2:
Cell:	City: Fort Lauderdale
Fax:	State: FL
Email: aparker@fortlauderdale.gov	Zip Code: 33301

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating Affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both Parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page, (2) Amendments (First Municipal Amendment includes Exhibit A – General Terms and Conditions, Exhibit B - Ethernet Dedicated Internet Services Product-Specific Attachment, Exhibit C - Intrastate Ethernet Transport Services Product-Specific Attachment and Exhibit D – Pricing Sheet) (3) General Terms and Conditions, (4) PSA(s) and (5) Sales Orders. This Agreement shall be legally binding when signed by both Parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The PSAs (other than EDI PSA and the Intrastate Transport PSA) are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the PSAs (other than EDI PSA and the Intrastate Transport PSA), AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

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IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties.

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Signature

By: _____
Shawn Adamson
Vice President, Sales Operations

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by **Shawn Adamson Vice President, Sales Operations for Comcast Cable Communications Management, LLC** a Delaware company authorized to transact business in the State of Florida.

(SEAL)

(Signature of Notary Public, State of _____)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

FIRST MUNICIPAL AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. FI-25848367-DIngb

This First Municipal Amendment (“FMA”) effective as of April 26, 2022 (“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 FMA 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 FMA 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 attached to this Amendment and, subject to the amendments made to the same pursuant to this Amendment (if any), 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) Pricing Sheet attached hereto as Exhibit D

“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 2.1 of the General Terms and Conditions is hereby modified to read as follows:

“Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order or SOW to Comcast. Such Sales Order or SOW shall become binding on the parties upon the earlier of (i) Comcast’s notice to Customer that it accepts such Sales Order or SOW, (ii) Comcast begins providing the Service described in the Sales Order or SOW or (iii) Comcast begins installation or construction for delivery of the Services. 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. 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 ten (10) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order or SOW submission.

In such case, Customer shall be deemed to have accepted any additional fees that are in a Sales Order or SOW..”

4. Article 2.4(A) of the General Terms and Conditions is hereby modified to read as follows:

“A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. 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 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, Comcast and Customer shall cooperate in the retrieval of all applicable Comcast Equipment. If Customer does not cooperate with Comcast in the retrieval of applicable Comcast Equipment, Comcast may continue to invoice Customer for the monthly fee applicable to such 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.”

5. Article 2.6 of the General Terms and Conditions is hereby modified to read as follows:

“License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, worldwide, 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 updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.”

6. Article 3.2(A) of the General Terms and Conditions is hereby modified to read as follows:

“A. Except as otherwise indicated herein or in a PSA or SOW, 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 and third-party pass-through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date; provided, however, that Comcast shall provide Customer with a fifteen (15) day grace period immediately subsequent to such thirty (30) day payment remittance period (the “Grace Period”) and payments received by Comcast prior to the expiration of the Grace Period shall be considered timely. 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. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party based on Customer's agreements with such third parties ("Third Party Fees"). Any such Third-Party Fees shall be payable pursuant to Customer's contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. 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. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law including but not limited to the Florida Prompt Payment Act. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement. Notwithstanding the foregoing, nothing in this provision constitutes a waiver of any right that Customer has under the Florida Prompt Payment Act."

7. Article 3.3 of the General Terms and Conditions is hereby modified to read as follows:

"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.

8. Article 4.1 of the General Terms and Conditions is hereby modified to read as follows:

"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."

9. Article 5.1(A) of the General Terms and Conditions is hereby modified to read as follows:

"A. THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES 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 SIX(6) 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."

10. Article 6.2 of the General Terms and Conditions is hereby modified to read as follows:

"Customer's Indemnification Obligations. To the extent not prohibited by law, 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. Nothing in Agreement and any amendments thereto, shall be construed as a modification, compromise, or waiver by Customer of any immunities afforded to it under applicable law or any limits of liability afforded to it by applicable law, including Sec. 768.28, Florida Statutes, with respect to matters arising out of the Agreement."

11. Article 7.1 of the General Terms and Conditions is hereby modified to read as follows:

"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, (including pursuant to Florida's Sunshine 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.

12. Article 9.2 of the General Terms and Conditions is hereby modified to read as follows:

"Assignment or 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; All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party."

13. Article 9.4 of the General Terms and Conditions is hereby modified to read as follows:

"Amendments; Changes to the Agreement. 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 (i) the PSAs (other than the EDI PSA and Intrastate Transport PSA), AUP and the Privacy Policy, and any related policies and (ii) to the extent required to comply with applicable laws or regulations or judicial orders, the General Terms and Conditions and the EDI PSA and Intrastate Transport PSA ((i) and (ii), collectively the ("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 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 for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect."

14. Article 9.7 of the General Terms and Conditions is hereby modified to read as follows:

"Choice of Law; Compliance with Laws. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida 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 Fort Lauderdale, Florida 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.

15. Article 9.9 of the General Terms and Conditions is hereby modified to read as follows:

"Scrutinized Companies. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel."

16. Article 9.10 is hereby added to the General Terms and Conditions to read as follows:

"Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of Comcast and the Customer in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Customer be required to contain any provision for waiver."

17. Article 9.11 is hereby added to the General Terms and Conditions to read as follows:

"Public Records. The Parties acknowledge and agree that all provisions of the Florida Public Records Law, Chapter 119, Florida Statutes, are and shall be binding and enforced at all times with regard to all action and activities under this Agreement. If by providing Services pursuant to the Agreement, Comcast is a contractor as defined by Section 119.0701, Florida Statutes, Comcast shall:

- A. Keep and maintain public records required by Customer to perform the Services.
- B. Upon request of Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Comcast does not transfer the records to Customer.
- D. Upon natural expiration or termination of the Agreement, Comcast shall transfer to Customer, at no cost, all public records in possession of Comcast or keep and maintain public records required

by Customer to perform the Services. If Comcast transfers all public records to Customer upon termination or expiration of the Agreement, Comcast shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Comcast keeps and maintains public records upon completion of this Agreement, Comcast shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

**IF COMCAST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO COMCAST'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK'S OFFICE
100 NORTH ANDREWS AVENUE,
FORT LAUDERDALE, FLORIDA 33301,**

PHONE: 954-828-5002

EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV

18. Article 9.12 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. In the event funds are not appropriated by the applicable federal and/or state agency during any fiscal period of the Service Term of Sales Order FI-25848367-DIngb-20428232, such Sales Order may be terminated by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured, provided that (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Sales Order; and (b) Customer agrees it will not use non-appropriations as a means of terminating the Sales Order in order to acquire functionally equivalent products or services from a third party. In the event Customer terminates the Sales Order under this provision, neither Party shall have any further obligation to the other Party with respect to such Sales Order, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast Equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Comcast within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of non-recurring charges and monthly-recurring charges already paid to Comcast by Customer under the Sales Order at the time of termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for any fiscal period under the applicable Sales Order Service Term."

19. Article 9.13 is hereby added to the General Terms and Conditions to read as follows:

""Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and

maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for losses for which the Contractor is responsible hereunder with respect to additional insured parties required herein for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting or otherwise altering the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify or otherwise alter the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a current form CG 20 26 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability for which the Contractor is responsible hereunder.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages.

The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance providing for notice of cancellation in accordance with policy provisions. The Contractor shall provide, or cause to be provided, thirty (30) days' notice to the City prior to cancellation of the required insurance, save that ten (10) days' notice may be given for cancellation due to nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all required liability policies, with the exception of Workers' Compensation and Employer's Liability.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's commercial general liability and automobile liability insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers as additional insureds. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory. The foregoing shall apply only with respect to losses for which the Contractor is responsible hereunder.

All required insurance policies must be maintained until the contract work has been provided by Comcast, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract provided, however, that Comcast shall have at least thirty (30) days from notice of a breach to cure.. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors maintain insurance coverage reasonably appropriate to the scope of each such contractor's or subcontractor's work. Any and all deficiencies are the responsibility of the Contractor.

20. 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.
21. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this First Municipal Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties.

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Signature

By: _____
Shawn Adamson
Vice President, Sales Operations

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by **Shawn Adamson Vice President, Sales Operations for Comcast Cable Communications Management, LLC** a Delaware company authorized to transact business in the State of Florida.

(SEAL)

(Signature of Notary Public, State of _____)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

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, 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. 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.

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)
100 Mbps	100BaseT	1 Mbps	25,000
1 Gbps	1000Base T or 1000BaseSX	10 Mbps	250,000
10 Gbps	10GBase-SR or 10GBase-LR	100 Mbps	2,500,000
100 Gbps	100GBASE-LR4	1 Gbps	25,000,000
		10 Gbps	25,000,000

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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

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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:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<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)

Length of Service Interruption:	Amount of Credit:
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)

Length of Service Interruption:	Amount of Credit:
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**

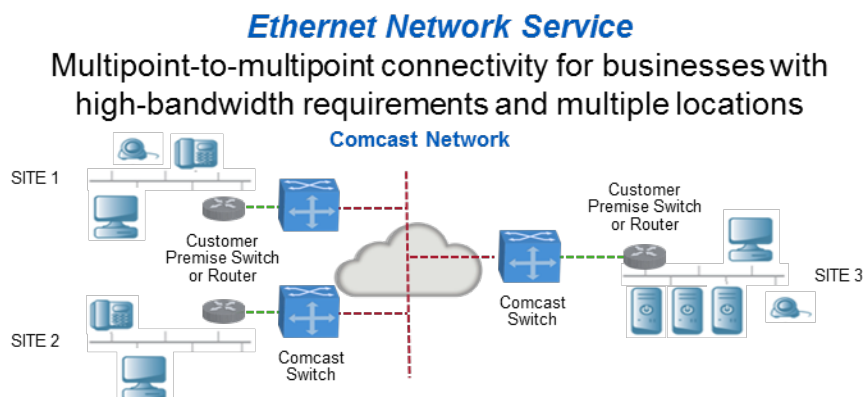
SCHEDULE A-1

**SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
COMCAST INTRASTATE ETHERNET TRANSPORT SERVICES**

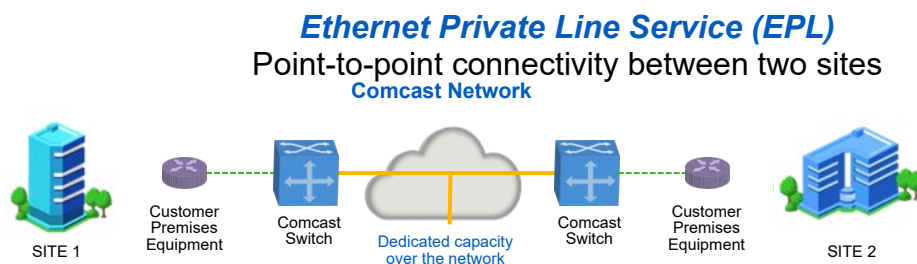
Comcast's Intrastate Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

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.



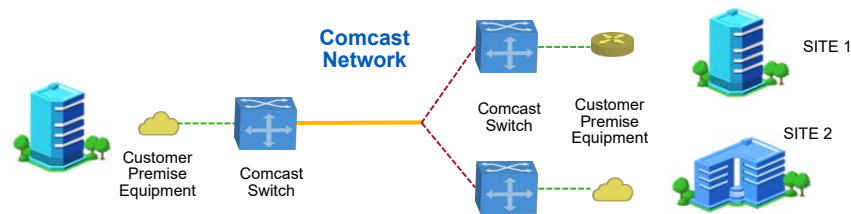
Ethernet Private Line (EPL) is a point-to-point transport service that provides secure, high-performance network connectivity between two Customer Service Locations. EPL is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 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.



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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.

Ethernet Virtual Private Line Service (EVPL) Point-to-multipoint connectivity



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

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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)

Length of Service Interruption:	Amount of Credit:
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)

Length of Service Interruption:	Amount of Credit:
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**Pricing Sheet¹**

<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>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.

**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 unremedied 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, 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. 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.

**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 addresses 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:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<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)

Length of Service Interruption:	Amount of Credit:
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)

Length of Service Interruption:	Amount of Credit:
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.

**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.

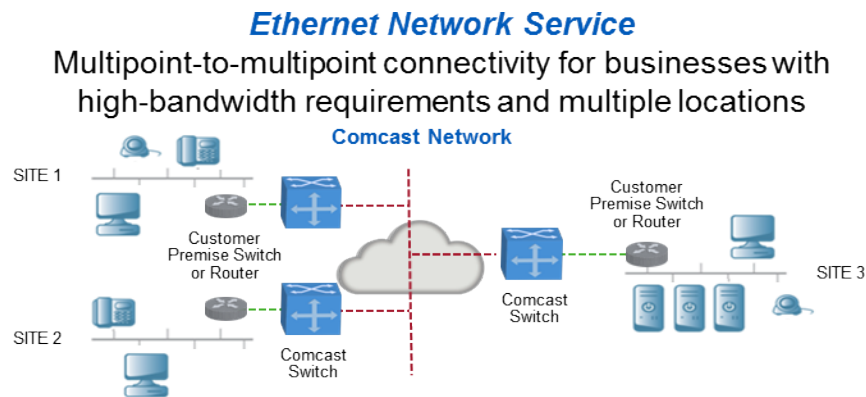
**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
INTRASTATE ETHERNET TRANSPORT SERVICES**

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

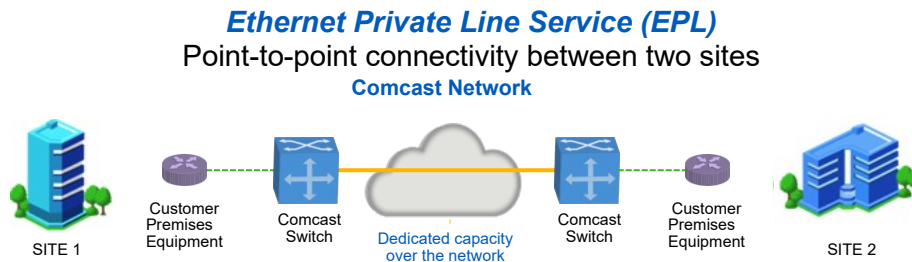
Comcast's Intrastate Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

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.



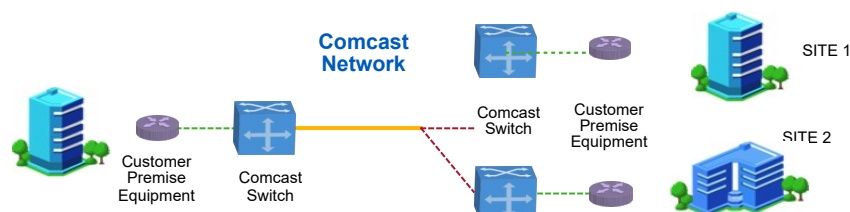
Ethernet Private Line (EPL) is a point-to-point transport service that provides secure, high-performance network connectivity between two Customer Service Locations. EPL is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 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.

Ethernet Virtual Private Line Service (EVPL) Point-to-multipoint connectivity



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 1000BaseSX	100 Mbps	250,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	2,500,000
		10 Gbps	25,000,000

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)

Length of Service Interruption:	Amount of Credit:
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)

Length of Service Interruption:	Amount of Credit:
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 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.