

**COMCAST ENTERPRISE SERVICES
PRODUCT SPECIFIC ATTACHMENT
BUSINESS VOICEEDGE™ SERVICE**

ATTACHMENT IDENTIFIER: Business VoiceEdge™, Version 1.3

The following additional terms and conditions are applicable to Comcast's Business VoiceEdge™ (BVE) Service ordered under an Enterprise Services Master Service Agreement ("Agreement"):

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Enterprise Services General Terms and Conditions ("General Terms and Conditions").

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

"**Service**" means BVE Service. Subject to service availability, Customer may order Service for use at Service Locations within Comcast's service areas.

ARTICLE 1. SERVICES

The Service consist of bundled and individual voice application features that are hosted on a VoIP platform. A further description of the Service is set forth in Schedule A-1 hereto which is incorporated herein by reference. Comcast reserves the right to modify the Service descriptions without notice.

ARTICLE 2. PROVIDER

Service shall be provided by Comcast IP Phone, LLC or one of its applicable affiliates or subsidiaries.

ARTICLE 3. CUSTOM INSTALLATION FEE

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all applicable Custom Installation Fee(s) based on the selected Service Term. 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 Service 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

The Service Commencement Date shall be defined as the date(s) on which Comcast first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates. Comcast shall notify Customer that the Service is available for use on the Service Commencement Date. Any failure or refusal on the part of Customer to be ready to receive the Service on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges and may be treated as a termination for cause by Customer as provided under Article 5 of the General Terms and Conditions of the Agreement. Comcast will consider the Service installation completed if Comcast has delivered Service, regardless of whether Customer refuses or fails to be ready to receive the Service.

ARTICLE 6. TERMINATION CHARGES; PORTABILITY; UPGRADES

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twenty four (24) months.

6.2 Termination Charges.

A. In the event that 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 Service plus twenty percent (20%).

B. In the event that 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 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.

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 Article 5.2 of the General Terms and Conditions.

ARTICLE 7. SERVICE CREDITS

Service credits are addressed in Attachment A-2 Service Level Agreement.

ARTICLE 8: USE POLICY/ADDITIONAL USE RESTRICTIONS

(A) Service is not for residential use. Service is intended for domestic US, commercial use only. In order to purchase and retain Service with Comcast, Customer must order and retain Comcast Internet Service. Service will not operate if Customer terminates Comcast Internet Service or has improperly set the disaster recovery feature at any time during the Services Term. Comcast shall have no liability for loss of Service which results from Customer terminating Comcast Internet Service or due to feature misconfiguration.

(B) Comcast shall not be responsible if Service or any changes in the facilities, operations or procedures utilized by Comcast in the provisioning of Service (1) renders any CE or other equipment provided by Customer obsolete, and/or (2) requires modification or alteration of such CE or Customer's system, and/or (3) otherwise affects CE use or performance.(C) Customer acknowledges and agrees that Service is not compatible with alarm and security systems, medical monitoring devices, certain fax machines, and certain "dial-up" modems and overhead paging systems. Customer's attempt to use any such systems in connection with the Service is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

(D) Voice Service hardware may only be used at Service Location(s) where Service is installed by Comcast. Customer understands and acknowledges that if Customer attempts to install or use the Comcast Equipment or Service at another location, the Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Service to another location without first notifying Comcast. Comcast prohibits use of the Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for services with unlimited local and long distance calling plans. Comcast reserves the right to immediately suspend, disconnect or modify Customer's use of the Service if, in its sole

discretion, Comcast determines or reasonably suspects that Customer or its end users are using the Service for any of the aforementioned or similar activities.

ARTICLE 9: SERVICE LIMITATION

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

9.2 Nomadic Functionality of certain Voice Service and Comcast Equipment. Comcast may sell or provide certain Service and/or Comcast Equipment with nomadic functionality. In such an event, Customer agrees to comply with all user guides, requirements and instructions provided by Comcast, including without limitation, updating the Service Location associated with the nomadic Service and/or Comcast Equipment. Customer updates to the Service Location must be made a minimum of 72 hours prior to moving nomadic Services and/or Comcast Equipment to a new location.

ARTICLE 10: LIMITATIONS OF 911/E911

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

10.2 Correct Address. MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO PROGRAM THEIR SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION FOR 911 CALLS. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT IT, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT IT IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT. In order for 911/E911 calls to be properly directed to emergency services, Comcast must have the correct Service Location address for each telephone number and extension used by the Customer. If Customer moves the Service to a different Service Location or a different location within a Service Location without providing the correct information to Comcast, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Service (including 911/E911) may fail altogether. Therefore, except as otherwise explicitly identified herein, Customer must contact Comcast before moving the Service to a new Service Location, or a new location within a Service Location. All changes in Service Location require Comcast's prior approval. Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the system as necessary to reflect moves or additions of stations within the Service Location. Updates can be made via the Business VoiceEdge web portal by the User or Group Administrator or by calling Customer Care. Updates to Service take up to 72 hours to complete.

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

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

10.5 Address updates. Failure by Customer to make Service Location updates, including updates to restore the service address to the original registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.

10.6 911/E911 Limitations for Nomadic users. Comcast only supports 911/E911 calls in those areas of the U.S. where Comcast can direct Customer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls from nomadic Comcast Equipment will reach the emergency authority associated with the original registered Service Location unless Customer updates the Service Location address as described in Article 10.2 above. Comcast will be unable to register any Service Location provided in conjunction with the use of nomadic Service and/or Comcast Equipment that is outside its 911/E911 Service support area. . In such instances, Customer must use an alternative means of accessing 911/E911.

10.7 Reserved.

10.8 Teleworkers users. Comcast Equipment used for teleworking is intended for primary use at Customer's registered Service Location. However, such equipment may operate from any location where Customer or Customer's authorized end user is able to access a broadband connection. In order for 911/E911 calls to be properly directed to emergency services from such Comcast Equipment, Customer must update the Service Location as instructed in Article 10.2, above.

10.9 Customer-initiated 911 Testing. If Customer chooses to make test calls to 911 from multiple stations within a Service Location, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

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

10.11 LIMITATION OF LIABILITY AND INDEMNIFICATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

ARTICLE 11: EQUIPMENT REQUIREMENTS

11.1 Equipment

- a) **Network Hardware Equipment.** To use the Service, Customer may need a multimedia terminal adapter ("MTA"), Enterprise Services Gateway ("ESG"), or other adapter device. Customer can lease an MTA or ESG from Comcast, in which case it will be Comcast Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times. Mean Time to Repair (MTTR) information may be found on the Comcast website ("Comcast Website or Website"). The current URL for the Website is <http://business.comcast.com>. Comcast may update the Website documents and/or URL from time to time.
- b) **Premise Hardware Equipment.** To use the Service, Customer may need an IP phone handset, conference device, or analog telephone adapter ("ATA") or other adapter device. Customer can lease an IP Phone, conference device or ATA from Comcast, in which case it will be Comcast Equipment. Comcast supports next business day ("NBD") replacement for devices Comcast determines need replacement.

11.2 Incompatible Equipment and Services. Customer acknowledges and understands Service may not support or be compatible with:

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

11.3 Comcast will support N11 dialing service in areas where the service is made available by the local municipality.

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

ARTICLE 12: ADDITIONAL LIMITATIONS ON COMCAST’S LIABILITY FOR VOICE SERVICE

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

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

ARTICLE 13: SERVICE CHARGES

- (a) **Prices.** The Service is subject to the service pricing identified in the applicable Service Order, and subject

to the pricing lists and guides found at:
<http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>.
Comcast may update the website documents and/or URL from time to time.

- (b) Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., outbound, international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.
- (c) Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast or its Associated Parties, as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Voice Service pricing lists and fees can be found at <http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html>
Except as otherwise prohibited by law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Comcast reserves the right to round up any and all Voice Service invoice amounts to the nearest one (1) cent.
- (d) **Billing Increments.** Billing increment for Service are identified in the Service Description. Comcast may update the website documents and/or URL from time to time
- (e) **Rounding of Charges.** Except as otherwise provided in the Agreement, Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
Business VoiceEdge**

**SCHEDULE A-1
SERVICE DESCRIPTION AND TECHNICAL SPECIFICATIONS**

Services description may be found at the following link: <http://businesshelp.comcast.com/welcome> or <http://business.comcast.com/phone/voiceedge/included-features>.

Comcast may update the website documents and/or URL from time to time.

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Comcast's Service is backed by the following Service Level Agreement ("SLA"):

Definitions

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

"Monthly Recurring Charge (MRC)"– The recurring charges for Service as identified on the invoice and in Article 3.1 of the General Terms and Conditions.

Service Level Agreement (SLA)

Comcast's liability for any Total Service Interruption of its Service shall be limited to the amounts set forth below. Multiple events will require multiple trouble tickets to be opened.

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

Length of Service Interruption

Amount of Credit

At least 4 hours and up to and including

24 hours

1 full day

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

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