COMCAST BUSINESS SERVICES PRODUCT SPECIFIC ATTACHMENT REMOTE WORKER SERVICES

ATTACHMENT IDENTIFIER: Remote Worker Services, version 1.0

The following additional terms and conditions are applicable to Services provided by Comcast to Customer's employees at such employees' residential address ("Remote Workers"):

ARTICLE 1. COMCAST EQUIPMENT; CUSTOMER OR THIRD-PARTY SOFTWARE AND PRODUCTS

1.1 Comcast Equipment.

- A. Comcast may, in its sole discretion, remove or change Comcast Equipment provided in connection with the Services. Customer shall cause its Remote Workers not to move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with Comcast Equipment, and shall cause its Remote Workers not to use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) cause its Remote Workers to provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its Remote Workers acts or omissions, or by fire, theft, or other casualty at the Service Locations (including any Remote Worker Service Locations), unless caused by the gross or willful misconduct of Comcast.
- B. Upon termination of a Service, Customer shall be responsible for the return of all applicable Comcast Equipment located at a Remote Worker Service Location. Until such time as (i) the Comcast Equipment is returned to Comcast or (ii) Comcast charges Customer for the replacement cost of the Comcast Equipment pursuant to the immediately following sentence, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment located at a Remote Worker Service Location. If (i) any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted or (ii) Customer fails to return any Comcast Equipment located at a Remote Worker Service Location within thirty (30) days of the applicable termination date, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.
- **1.2** Customer or Third-Party Software and Products. Comcast shall not be responsible for providing virtual private network software, firewalls, and related software products required to permit Remote Workers to access Customer's network.

ARTICLE 2. RESPONSIBILITY FOR REMOTE WORKERS AND ADDITIONAL INDEMNIFICATION OBLIGATIONS

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

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

- **B.** Customer shall prohibit any Remote Worker from making any claims directly against Comcast related to the Services and, instead, any claims related to the Services must be made by Customer directly, on behalf of its Remote Worker, pursuant to the terms of the Agreement. Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims brought by any Remote Worker directly against Comcast related to the Services provided under the Agreement.
- C. Customer shall inform each Remote Worker receiving a Comcast Voice Service of the 911 limitations specified in the applicable Service Order Agreement (the "911 Limitations"). Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims arising from (i) Customer's failure to notify a Remote Work of the 911 Limitations or (ii) any inaccuracies or omissions in how Customer conveyed the E911 Limitations to a Remote Worker.

ARTICLE 3. MISCELLANEOUS PROVISIONS

- **3.1** <u>Technical Support.</u> A Remote Worker may contact Comcast only with respect to Service-related issues at the Remote Worker Service Location at which such Remote Worker receives the Services.
- **3.2** Account Changes. Customer shall inform its Remote Workers that they are not permitted to make any changes to Customer's account.