

PRODUCT-SPECIFIC ATTACHMENT
UNSCHEDULED FIELD SERVICE (BREAK-FIX)

Attachment Identifier: Unscheduled Field Service (Break-Fix), Version 1.1

The following additional terms and conditions are applicable to Unscheduled Field Services (“Break-Fix Services”).

ARTICLE 1. BREAK-FIX SERVICES.

Upon Customer’s request and Comcast’s acceptance, Comcast will provide Break-Fix Services at Customer Service Locations.

1.1 Comcast Organization. For the purposes of this PSA, the Comcast Field Services Organization will be directly responsible for providing Break-Fix Services. Comcast will identify the Coordination Team (described below) as well as all managers involved in escalation and the contact information for each.

- Field Service Organization: Comcast will assign an appropriate number of Coordinators as deemed sufficient in Comcast’s sole discretion, to perform the Break-Fix Services. The Coordination Team is the primary interface between Comcast, the Customer’s Point of Contact (POC), and the Field Technicians.
- Field Technicians: Comcast shall utilize its network of subcontracted labor for the Break-Fix Services. Field technicians will be chosen for support based upon availability to perform the work, distance to the Service Location where the work will be performed, and/or any unique skills or tools that may be required to perform unique or specific tasks associated with the task assigned.

1.2 Customer Support Organization. Customer shall assign a POC, which shall be the primary interface with Comcast resources responsible for Break-Fix Services delivery. Customer shall identify the means of contacting the POC and the Customer managers involved in escalation and their contact information.

1.3 Geographic Coverage. Comcast provides Break-Fix Services throughout the continental United States for Customer. Alaska, Hawaii, Puerto Rico, and Canada locations will be evaluated upon request of Customer (special pricing and other provisions will apply).

1.4 Equipment and Infrastructure Covered. Comcast shall provide on-site troubleshooting and equipment replacement

services for the following elements at Customer Service Locations:

- Main Distribution Frame (MDF) cable plant and all network electronic equipment;
- Backbone network cable extensions including the cable, connectors, faceplates/surface mount boxes and patch cords;
- Circuit extensions including the cable, connectors, faceplates/surface mount boxes, and patch cords;
- Miscellaneous equipment supporting the backbone network such as Uninterruptible Power Supplies (UPS), patch panels, surge protectors, punch-down blocks, patch cords and hubs (if the foregoing are provided by the Customer); and
- Other equipment, upon mutual agreement between Comcast and Customer.

1.5 Exclusions. Comcast will not provide maintenance services for the following:

- Equipment that is part of the facility infrastructure and not part of the network per se, such as electrical circuits, HVAC, or other mechanical equipment;
- Any video or security equipment;
- Comcast will not provide warranty repair services on the behalf of any manufacturer as part of this PSA; and
- Software of any kind not specifically described in paragraphs herein.

Comcast may evaluate on a case-by-case basis the support of the above-identified item. Comcast will not be obligated to perform Services on any of the above items unless agreed to in writing by Comcast. Support of any of the above items may be subject to additional charges.

1.6 Depot Services, Parts Replacement and Parts Management. Unless Customer has separately engaged Comcast for the performance of depot/logistics services, if it is determined that a replacement unit is required, it will be the responsibility of Customer to arrange to ship the replacement unit directly to the Service Location, and will coordinate a second service call to replace the non-functional unit. Customer will provide a shipping waybill to return the defective unit for failure analysis, as well as

a form to complete to highlight the issues causing problems with the unit.

1.7 Preventive Maintenance. Regularly scheduled visits for testing and inspection are an option at a time, frequency and price to be mutually agreed upon.

1.8 Principal Period of Service (PPS). Comcast shall provide Break-Fix Services seven (7) days per week, 365 days per year. However, Principal Period of Service (PPS) is defined as Monday – Friday, 8:00 A.M. to 5:00 P.M., Local (Service Location) Time, excluding Comcast observed holidays. Comcast shall perform services on the behalf of the Customer outside the Principal Period of Service (PPS) at the prices set forth herein.

1.9 Service Requests; Response Time Goals. Upon reporting a problem to Comcast, the Customer's POC shall identify how quickly it would like the Break-Fix Services performed based on the response time goals identified below. Comcast's Field Services Operations Center, manned by the assigned Coordination Team, will use commercially reasonable efforts to schedule and dispatch technicians based on the Customer provided response time or date and time requested. On site response time is the time between (1) the PPS hour when the Coordination Team receives a dispatch request and (2) when the field technician actually arrives on site ("**Response Time**"). For any request that is received during Non-PPS hours, the Response Time measurement will begin at the next PPS hour. Comcast offers the following response time goals for Break-Fix Services: (i) four (4) business hours; (ii) eight (8) business hours; (iii) next business day; (iv) second business day ("**Response Time Goals**"). The Response Time Goals set forth above are aspirational in nature and Comcast does not promise or guarantee service within such time frames. Under no circumstances shall the aforementioned Response Time Goals form the basis for any claim or breach of this PSA or the Agreement. Customer will be billed for Break-Fix Services at the Response Time Billing Rate corresponding with the actual Response Time, not the Customer-requested response time.

1.10 Repair Time Goals. The goal of both parties is to perform repairs in the most expeditious means possible. Repair Time is the time between which a field technician arrives at the Service Location and departs the Service Location having been released by the Customer's POC. Repair Time will vary based on a number of factors, including, but not limited to the nature of the repair and whether the necessary equipment and access are made available. Comcast will make commercially reasonable efforts to repair problems in a timely manner, however, Comcast does not promise or guarantee service within any specific time frames.

1.11 Dispatch Process. The Comcast dispatch process is as follows:

- *Dispatch Request:* The Coordination Team shall receive a Dispatch Request from the Customer's POC (or otherwise as agreed to below). The Dispatch Request will be in the form of an e-mail or web-based form submittal (for record keeping purposes). When delivered by Customer, the

Dispatch Request shall minimally identify the facility name, local contact, address, telephone number, nature of the dispatch, requested response time, and any special request or other more specific information (i.e., any special skills required, test equipment, unusual site needs, etc.). The Coordination Team shall acknowledge receipt of the Customer Dispatch Request.

- *Field Technician Assignment:* The Coordination Team shall identify a field technician for the dispatch. Once the field technician has accepted the assignment and arrived onsite the Coordination Team shall contact the Customer's POC and provide the field technician personnel's name, mobile telephone number, and Estimated Time of Arrival (ETA) to the associated site via email.
- *Dispatch Monitoring:* Throughout the performance of the dispatch, the Coordination Team will be available to the Customer's POC to answer the POC's questions regarding the progress of the dispatched resources.
- *Technical Escalation:* The Customer's POC shall have direct access to the field technician for on-site direction and assistance with technical issues and questions. The Coordination Team shall facilitate technical assistance at the request of the Customer's POC or the field technician.
- *Parts Replacement Assistance:* The Coordination Team shall act as an intermediary between the Customer's POC and the field technician for replacement product selection (in the event that an identical replacement component is not readily available).
- *Call Closure:* The field technician shall contact the Coordination Team to confirm completion of the dispatch. The Coordination Team will then request a release from the site by the Customer's POC. The POC will send an email notification to the Coordination Team verifying that release was granted and the time that it occurred, or submit other documentation of the release as reasonably requested by Comcast.
- *Cancellation:* Comcast will charge a \$50 cancellation fee for less than 24 hours' notice plus the charges for time spent by field personnel when cancellation occurs after field personnel have departed their origination point for the cancelled destination.

1.12 Retrieval of Equipment. Upon termination of the Agreement or Services, Customer shall permit Comcast to retrieve from the applicable Service Location any and all Comcast-owned equipment. If Customer fails to permit such retrieval or if the retrieved equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant equipment, or in the event

of minor damage to the retrieved equipment, the cost of repair, which amounts shall be immediately due and payable.

1.13 Invoicing. Comcast will invoice Customer following the completion of the Services for Service charges and fees arising under the Agreement.

1.14 Customer Responsibilities. Customer agrees to provide the following:

- *Customer Notification:* The Customer shall notify Customer site personnel that a field technician will be arriving on-site to perform Break-Fix Services.
- *Site access:* Customer shall contact the Service Location and ask for free and open access to the Service Location. If necessary, Customer shall arrange for facility management personnel to be available to support field technician arrival outside the PPS.
- *Equipment Access:* Customer shall work with its customers to ensure that free and open access to equipment and a general service parameter is maintained at all times. It shall not be the responsibility of the field technician to move boxes, equipment, and so forth to gain access to the equipment.
- *Site Hazards:* Customer shall inform Comcast or the relevant field technician of all environmental factors affecting a site (i.e., asbestos and other hazardous materials, unexposed high voltage wiring, etc.) of which it is then currently aware, and shall attempt to cause the Service Location to ensure that such factors are readily revealed to a field technician performing service. Customer shall provide physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) delivered to and picked up from site by a third party regardless of where the equipment is placed on the property. Customer is responsible for loss of such equipment at all times while equipment is at the site.
- *Other Support Organizations:* Customer shall not dispatch Break-Fix Services through any other organization without notification to Comcast.

ARTICLE 2. BREAK-FIX SERVICES PRICING SUMMARY

The following prices are provided for Break-Fix Services.

BREAK-FIX SERVICE RATE TABLE			
Response Time	Description	Hourly Labor Rates¹	
		Technician	Engineer
Four (4) business hours	PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$210	\$280
Eight (8) business hours	PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$150	\$200
Next Business Day	Next Business Day PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$115	\$155
Second Business Day	Second Business Day PPS (M-F 8:00A.M. - 5:00P.M. local Service Location time)	\$105	\$140

¹ All dispatches will be billed for a minimum of three (3) hours, which includes a minimum of one (1) hour of travel time (round-trip travel to and from the Service Location) and assumes the technician is within thirty (30) minutes of the Service Location. Additional travel will be billed in 30-minute increments. Materials charged separately. The following uplift multiples will apply to all rates shown above: Non-PPS 1.50X, Holidays 2.00X. In addition, if union labor is required an uplift of 1.50X will be added in addition to any applicable uplifts identified in the previous sentence. Rates shown are most frequently purchased, however, rates for other skill levels are available upon request. Comcast will bill in 30-minute increments beyond minimum site visit of three (3) hours.

For all labor-based rates that are included in this PSA, Comcast reserves the right to adjust such rates by the CPI Adjustment on an annual basis during the MSA Term, effective as of the first day of each year. For purposes of this section, "CPI Adjustment" means an amount equal to the percentage increase in the "Urban Wage Earners and Clerical Workers-All Items" consumer price index (CPI-W) published by the "U.S. Department of Labor" for the most recent twelve (12) month period for which statistics are available determined by comparing such index to the index quoted for the immediately prior twelve (12) month period.