

**SMARTOFFICE ADDENDUM
TO
BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS**

The Customer named on the Business Service Order Agreement and Comcast agree that the Business Services Customer Terms and Conditions (with the Business Service Order Agreement, the “Agreement”) and the below supplemental SmartOffice Addendum terms and conditions (“Addendum”) constitute the terms under which Comcast will provide the Smart Office Services selected by Customer. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. **Changes to the SmartOffice Addendum.** Comcast may, at its sole option, change or modify these Addendum terms and conditions and any related policies from time to time (“Revisions”) by posting such Revisions to the Comcast website located at <http://business.comcast.com/terms-conditions-smb>.
2. **Provider.** SmartOffice Service is provided by Comcast Business Class Security, LLC d/b/a Comcast Business SmartOffice. All general references to “Comcast” in the Agreement shall also refer to Comcast Business Class Security, LLC.
3. **SmartOffice Service.** Subject to the terms and conditions of this Addendum, Comcast agrees to provide Customer with video equipment and monitoring capabilities (“SmartOffice Service”) selected by Customer as further described on the Business Service Order Agreement (the “Service Order”) and in the description of the service located at www.business.comcast.com/smartoffice. For purposes of the Agreement, references to “Service” shall also include “SmartOffice Service,” and “Comcast Equipment” shall also include the video equipment provided hereunder, as applicable.
4. **Service Term.** The initial service term for SmartOffice Service shall be one to three (3) years (“Service Term”) as identified on the Service Order. SmartOffice Service shall be subject to the Termination Charges identified in Article 5 of the Agreement if the service is terminated for convenience by Customer or for cause by Comcast during the Term.
5. **Third Parties.** Customer acknowledges and understands that Comcast may use third parties to provide the SmartOffice Service or any or all of the components of the SmartOffice Services, including, without limitation, installation, services, equipment, infrastructure or content. Comcast shall not be bound by any undertaking, representation or warranty made by third party providers and suppliers in connection with the installation, maintenance or provision of the SmartOffice Service, if that undertaking, representation or warranty is inconsistent with this Addendum, the Service Order Agreement or the Business Services Customer Terms and Conditions
6. **Additional Terms.** In addition to the terms and conditions set forth in the Agreement, the following terms are specifically applicable to SmartOffice Service offered by Comcast. In the event of an explicit conflict between these terms and the terms of the Business Services Customer Terms and Conditions, these terms will apply.

- a. **Limitation of Liability.** IF COMCAST OR ANY OF ITS ASSOCIATED PARTIES ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS ADDENDUM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. THIS AMOUNT IS THE AGREED UPON DAMAGES, IS NOT A PENALTY AND SHALL BE CUSTOMER'S EXCLUSIVE REMEDY.

 - b. **Indemnification.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE SMARTOFFICE SERVICE. Customer shall indemnify, defend and hold harmless Comcast and its Associated Parties from and against any and all claims, suits, judgments and causes of action which relate to the SmartOffice Service provided by Comcast, including without limitation, claims brought against Comcast by Customer's insurance company. This indemnification obligation applies to all claims regardless of whether they arise under contract, warranty, negligence, or any other theory of liability. Customer's obligation to indemnify Comcast extends to claims asserting Comcast's own negligence, except for injuries to third parties and/or their property that occur while Comcast is installing SmartOffice Service at the Service Location, and are directly related to and solely caused by Comcast's installation activities.

 - c. **Comcast Equipment provided with SmartOffice Service.** Customer acknowledges that Comcast will install the Comcast Equipment associated with the Smart Office Service at the direction of Customer, and Customer shall be solely responsible for such direction and location of the Comcast Equipment. Comcast Equipment will not be installed in bathrooms or dressing rooms or other locations where an individual would have a reasonable expectation of privacy.

 - d. **Compliance with Laws applicable to use of SmartOffice Service.** Customer will not use the SmartOffice Service or related Comcast Equipment to engage in any unlawful activity, or to transmit or store any information, data or material in violation of any U.S. federal, state or local regulation or law. Further Customer will not use SmartOffice Service or related Comcast Equipment to transmit content that is obscene, unlawful, threatening, defamatory, or that infringes the privacy or intellectual property of any person or company. Customer is solely liable for compliance with all laws applicable to Customer's use of the SmartOffice Service and Comcast Equipment, including placement of the cameras in the Customer's premises.
7. **Licenses.** The following state licenses have been granted to Comcast to provide SmartOffice Service: **AL: 16-1785, 16-001789 Alarm company operators are licensed and regulated by the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, PMB 392 Montgomery, AL 36116, Phone (334) 264-9388, Fax (334) 264-9332; AR: 2536; AZ: ROC 307346, BTR 18286-0; CT: 1079577, ELC 0189754-C5, ELC 0202487-C5; DE: SSPS 13-225;**

**FL: EF0000279, EF20001118; GA: LVU406354; IL: PACA 127-001555; MD: 107-1937;
ME: LM50017039; MI: 3601206519; MN: TS674413; MS: 15030170; NC: 1937-CSA,
27234-SP-FA/LV; NJ: 34BF00052000; NM: 379095; NY: licensed by the N.Y.S.
Department of State 12000317423; OR: CCB 199939 All electrical work is performed by a
licensed subcontractor; SC: BAC-13662; TX: B18966 We are licensed by the Texas
Department of Public Safety Private Security Board whose address is: P.O. Box 4087,
Austin, TX 78773, (512) 424-7710; UT: 8788186-6501; VA: 2705151177, DCJS 11-15181;
VT: ES-02366; WA: EC COMCABS846NU; WASHINGTON, DC: ECS 904217, BBL
602517000001; WV: WV051524. Valid 12/14/16. See www.business.comcast.com/smartoffice
for current list.**