

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
ACTIVECORE<sup>SM</sup> – MANAGED SERVICES**

**ATTACHMENT IDENTIFIER: ActiveCore<sup>SM</sup> Managed Services, Version 1.2**

The following additional terms and conditions are applicable to Sales Orders for Comcast's ActiveCore<sup>SM</sup> – Service:

**DEFINITIONS**

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

“ACD” means a document containing details regarding the Customer Local Area Network (LAN) and/or Wide Area Network (WAN) which will enable Comcast to create the configuration for the Base Service.

“Base Service” means the Comcast ActiveCore<sup>SM</sup> service with respect to which the Service is provided (e.g., SD-Router, SD-WAN).

“Estimated Availability Date” means the target date for delivery of a Service.

“Service” means Comcast ActiveCore<sup>SM</sup> Managed Service.

**ARTICLE 1. SERVICES**

This attachment shall apply to ActiveCore<sup>SM</sup> Managed Service. A further description of the ActiveCore<sup>SM</sup> Managed Service is set forth in Schedule A-1 which is incorporated herein by reference.

**ARTICLE 2. PROVIDER**

The Services shall be provided by Comcast Business Communications, LLC or its applicable subsidiaries or Affiliates (“Comcast”).

**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 the Customer's 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 provide the Service on or

about the Estimated Availability Date; provided, however, that Comcast's failure to provide Services by said date shall not constitute a breach of the Agreement.

**ARTICLE 5. SERVICE COMMENCEMENT DATE**

The Service Commencement Date for the Service shall be the same date as the Service Commencement Date for the Base Service (as the same is defined in the PSA applicable to the Base Service).

**ARTICLE 6. SERVICE REQUIREMENTS**

The Service is provided in connection with the applicable Base Service. Customer must have the Base Service in order to receive the Service.

**ARTICLE 6. TERMINATION CHARGES;**

**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.

**6.2 Termination Charges for Services.**

(A) Subject to Sections 6.2(C) and (D), in the event that a 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) Subject to Sections 6.2(C) and (D), in the event that a 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 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.

(D) Customer acknowledges and agrees that termination of the Base Service shall constitute a termination of the Service and Customer shall pay Termination Charges with respect to the Service as provided herein; provided, that, if Customer terminated the Base Service as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions, then Customer will not be obligated to pay Termination Charges with respect to the Service.

#### **ARTICLE 7. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS**

The technical specifications and performance standards applicable to the Service are set forth in the Schedule A-1.

**COMCAST ENTERPRISE SERVICES  
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ACTIVECORE<sup>SM</sup> MANAGED SERVICES**

**SCHEDULE A-1**

**MANAGED SERVICES  
SERVICE DESCRIPTIONS & TECHNICAL SPECIFICATIONS**

Managed Services allow customers to simplify network operations and optimize IT resources by outsourcing network management tasks to Comcast. Comcast's Managed Services are (i) available, and where indicated, required, in conjunction with the Comcast ActiveCore<sup>SM</sup> services identified below and (ii) will be provided in accordance with the service descriptions and technical specifications set forth herein.

- Software-Defined Router Service ("SD-Router" or "SD-Router Service") – Requires Managed Service – SD-Router
- Software-Defined WAN ("SD-WAN" or "SD-WAN Service") – Requires Managed Service – SD-WAN

**Managed Service – SD-Router**

Comcast will create a custom configuration for the Customer's SD-Router Service to meet the needs of the Customer's Local Area Network ("LAN"). Specifically, Managed Service for SD-Router includes the following:

- 1.1.1** Managed Onboarding: Comcast will sponsor a kick-off call with the Customer to explain the SD-Router delivery process and what is required from the Customer.
- 1.1.2** Professional Network Design: Customer will provide detailed information on its LAN to Comcast through an interview led by Comcast. Comcast will document the technical information into an ACD and the Customer will review and confirm that the ACD is correct. Comcast will create the customized configuration for the SD-Router Service, based on the Customer approved ACD.
- 1.1.3** Managed Install, Test and Turn-up: When Comcast installs the SD-Router equipment, the configuration created for the Customer will be loaded on the equipment and Comcast will test the same. Following the Service Commencement Date, Comcast will provide Customer with a site birth certificate which will include service details and test results.
- 1.1.4** Network Monitoring and Management: On and after the Service Commencement Date, Comcast will monitor the SD-Router Service 24/7/365 and pull alarms from the equipment related to the SD-Router Service. Comcast will send an alert to the Customer for specific, SD-Router Service impacting alarms. After receiving such an alarm, Comcast will open an internal ticket and begin to troubleshoot the issue. It is recommended the Customer open a customer trouble ticket with Comcast to confirm that Customer is being impacted by the issue.
- 1.1.5** On-Going Solution Support:
  - 1.1.5.1** Comcast will support Customer requested configuration changes, in accordance with Comcast's then current configuration change policy (the "Configuration Change Policy"). Upon request, Comcast shall provide Customer with its then current Configuration Change Policy. Customer acknowledges and agrees that the Configuration Change Policy limits the number of configuration changes that Customer may make with respect to a given Service Location in a given year. After the total allowable configuration changes permitted by the Configuration Change Policy have been exhausted, Comcast may invoice the Customer for configuration changes in accordance with the Configuration Change Policy.
  - 1.1.5.2** If a Comcast vendor develops software updates and/or security patches for such vendor's equipment which Comcast uses to provide the SD-Router Service, Comcast will upload such software updates and/or security patches to the applicable equipment to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action with a maintenance window. For the avoidance of doubt, Comcast shall have no obligation to develop software updates or security patches and its only

obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary.

### **Managed Service – Advanced SD-WAN**

Comcast will create a custom configuration for the Customer's SD-WAN Service to meet the needs of the Customer's LAN and WAN. Specifically, SD-WAN Service includes the following:

- 1.1.1 Managed Onboarding:** Comcast will sponsor a kick-off call with the Customer to explain the SD-WAN delivery process and what is required from the Customer.
- 1.1.2 Professional Network Design:** Customer will provide detailed information on its LAN and WAN to Comcast through an interview led by Comcast or, if determined necessary by Comcast in its sole discretion, the Network Discovery Process (as defined below).
  - 1.1.2.1 Interview Network Design:** Comcast will engage Customer in one or several interviews related to Customer's network design initiatives. Comcast will document the technical information discovered through the interview process into an ACD and the Customer will review and confirm that the ACD is correct. Comcast will create the customized configuration for the SD-WAN Service, based on the Customer approved ACD.
  - 1.1.2.2 Network Discovery Process:** If determined necessary by Comcast in its sole discretion, Comcast will utilize its Network Discovery Process to assist in configuring Customer's LAN and WAN, as further detailed below. Upon completion of the Network Discovery Process and any necessary follow-up, Comcast will document the technical information discovered through the Network Discovery Process into an ACD and the Customer will review and confirm that the ACD is correct. Comcast will create the customized configuration for the SD-WAN Service, based on the Customer approved ACD. Customer must comply with the following requirements to utilize the Network Discovery Process:
    - (a) Customer must provide Comcast with Customer's relevant software credentials, as applicable and determined by Comcast, and enable Customer's network security to permit the Network Discovery Equipment (defined below) to scan Customer's LAN and WAN and deliver the information discovered to Comcast.
    - (b) **Network Discovery Equipment; Installation:** Comcast will ship to Customer a computer equipped with firewall and discovery software. The Network Discovery Equipment will include instructions for its installation and setup. Customer must provide email notification to its dedicated project manager once the Network Discovery Equipment is installed and setup in accordance with the instructions. The Network Discovery Process will take approximately 2 – 5 days to complete per Service Location. Upon completion of the Network Discovery Process, Comcast will notify Customer via email to uninstall the Network Discovery Equipment and provide Customer with a pre-paid shipping label to return the Network Discovery Equipment to Comcast. Customer must repackage the Network Discovery Equipment in the same packaging in which it was received by Customer and return the Network Discovery Equipment to Comcast within fourteen (14) days. If Customer fails to return the Network Discovery Equipment to Comcast within fourteen (14) days or the Network Discovery 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 or the cost of repair.
- 1.1.3 Managed Install, Test and Turn-up:** When Comcast installs the SD-WAN equipment, the configuration created for the Customer will be loaded on the equipment and Comcast will test the same. Following the Service Commencement Date, Comcast will provide Customer with a site birth certificate which will include service details and test results.
- 1.1.4 Network Monitoring and Management:** On and after the Service Commencement Date, Comcast will monitor the SD-WAN Service 24/7/365 and pull alarms from the equipment related to the SD-WAN Service. Comcast will send an alert to the Customer for specific, SD-WAN Service impacting alarms. After receiving such an alarm, Comcast will open an internal ticket and begin to troubleshoot the issue. It is recommended the Customer open a customer trouble ticket with Comcast to confirm that Customer is being impacted by the issue.
- 1.1.5 On-Going Solution Support:**

- 1.1.5.1** Comcast will support Customer requested configuration changes, in accordance with Comcast's then current configuration change policy (the "Configuration Change Policy"). Upon request, Comcast shall provide Customer with its then current Configuration Change Policy. Customer acknowledges and agrees that the Configuration Change Policy limits the number of configuration changes that Customer may make with respect to a given Service Location in a given year. After the total allowable configuration changes permitted by the Configuration Change Policy have been exhausted, Comcast may invoice the Customer for configuration changes in accordance with the Configuration Change Policy.
- 1.1.5.2** If a Comcast vendor develops software updates and/or security patches for such vendor's equipment which Comcast uses to provide the SD-WAN Service, Comcast will upload such software updates and/or security patches to the applicable equipment to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action with a maintenance window. For the avoidance of doubt, Comcast shall have no obligation to develop software updates or security patches and its only obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Comcast determines, in its sole discretion, that such software updates and/or security patches are necessary.