

**COMCAST SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
TELEWORKER INTERNET SERVICE**

The following additional terms and conditions are applicable to Sales Orders for Comcast's Teleworker Internet Service:

**DEFINITIONS**

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

**Affiliate:** With respect to each party, any entity that controls, is controlled by or is under common control with, such party.

**Customer Provided-Equipment:** Customer Provided-Equipment shall have the meaning set forth in the General Terms and Conditions; provided, that, the parties acknowledge and agree that Customer Provided-Equipment shall include any and all facilities, equipment or devices supplied by End Users.

**End User:** An employee of Customer that has been authorized by the Customer to use the Service at such End User's residential address.

**Service Commencement Date:** With respect to each End User to which Service is ordered, the date on which Comcast makes the Service available for use by each such End User, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Standard Installation:** An installation of the Service that can be completed within 125 feet or less of a tap by one installer using the tools and materials found on a standard Comcast installation truck. All installations other than Standard Installations shall be deemed "*Custom Installations*".

**ARTICLE 1. SERVICES**

This attachment shall apply to Comcast's Teleworker Internet Service (the "*Service*"). The Service will be provided to an End User Service Location (i.e., the End User residential address) pursuant to a Sales Order which has been delivered by Customer and accepted by Comcast.

**ARTICLE 2. PROVIDER**

The Service shall be provided by Comcast Cable Communications Management, LLC or its applicable Affiliate.

**ARTICLE 3. INSTALLATION FEES**

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all applicable installation fee(s) (including, but not limited to, Custom Installation Fees). Customer will pay such installation fees within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Sales Order.

**ARTICLE 4. PROVISIONING INTERVAL**

Comcast will use commercially reasonable efforts to complete (i) Standard Installations of the Service within ten (10) business days of acceptance by Comcast of a Sales Order (except in the case of bulk Sales Orders, i.e. Sales Orders to fifty (50) or more Service Locations); provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement and (ii) Custom Installations and installations in connection with bulk Sales Orders, as soon as practicably possible.

## **ARTICLE 5. SERVICE COMMENCEMENT DATE; SERVICE TERM**

- A. Charges for a Service shall begin to accrue as of the Service Commencement Date applicable to such Service.
- B. Notwithstanding anything to the contrary contained in the General Terms and Conditions, upon the expiration of the initial Service Term applicable to a Service, such Service Term shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), unless prior written notice of nonrenewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term.

## **ARTICLE 6. TERMINATION CHARGES.**

### **6.1 Termination Charges.**

- A. 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 such Service plus twenty percent (20%).
- B. In the event that a Service is terminated on or following the Service Commencement Date but prior to the end of the initial Service Term applicable to such Service, Customer shall pay Termination Charges equal to (i) 75% of the remaining monthly recurring charges that would have been paid for applicable Service during the initial Service Term if the Service had not been terminated and (ii) 100% of any unpaid installation fees (including, but not limited to, any Custom Installation Fees).
- C. 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.

**6.2 Exclusions.** 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.

## **ARTICLE 7. COMCAST EQUIPMENT; CUSTOMER OR THIRD-PARTY SOFTWARE AND PRODUCTS**

### **7.1 Comcast Equipment**

- A. Comcast may, in its sole discretion, remove or change Comcast Equipment provided in connection with the Service. Customer shall not, and shall cause its Affiliates, agents, representatives and End Users not to, move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment, and shall not use, and shall cause its End Users not to use, the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) cause its End Users 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 or End Users acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.
- B. Upon termination of a Service, Customer shall be responsible for the return of all applicable Comcast Equipment. 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. 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 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.

**7.2 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 End Users to access Customer's network.

**ARTICLE 8. TECHNICAL SUPPORT**

- A. Only Customer may contact Comcast for Service-related issues and Customer shall prohibit its End Users from contacting Comcast with respect to the same. Customer will provide all tier one support to ascertain whether a Service issues has been caused by Customer, an End-User or Customer-Provided Equipment. If Customer, following such analysis, reasonably determines that the problem was not caused by any of the aforementioned elements, Customer may refer the problem to Comcast technical service support representatives (“TSRs”) who are available on a 24 x 7 x 365 basis to identify and to resolve the problem with the Service. If a TSR is unable to resolve the problem following commercially reasonable efforts, the problem will be escalated within Comcast to the appropriate tier support group, to assist the TSR(s) in troubleshooting the problem. Comcast will repair or replace any defective Comcast Equipment at End Users’ Service Locations as long as such damage was not caused by the misuse or other improper operation or handling by Customer or an End User. In the event of such damage or misuse, Comcast will notify Customer and, at Customer’s request, Comcast will replace such equipment provided that Customer reimburses Comcast for its cost to replace such equipment. Comcast shall not be liable for any equipment owned by Customer or an End User.
- B. Comcast’s target objectives for responding to a technical support call requiring a truck dispatch is the same day for troubles logged prior to 2:00 p.m. of End User’s local time and no later than the next business day for troubles logged after 2:00 p.m. End User’s of local time on any given day; provided, that, Customer acknowledges and agrees that Comcast’s failure to meet such target objectives shall not constitute a breach of the Agreement or this PSA.

**ARTICLE 9. RESPONSIBILITY FOR END USERS AND ADDITIONAL INDEMNIFICATION OBLIGATIONS**

- A. Customer acknowledges and agrees that it is responsible for all use of the Services by its End Users, including, but not limited to, compliance with the General Terms and Conditions and Use Policies. Any breach or violation of the Agreement by an End User shall constitute a breach or violation of the agreement by Customer. Neither the Agreement nor this PSA expressly or implicitly provides any End User with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
- B. Customer shall prohibit any End User 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 End User, 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 End User directly against Comcast related to the Services provided under this Agreement.

**ARTICLE 10. SERVICE CREDITS**

**10.1 Credit Allowances**

- A. 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:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 4 hours and up to and including 24 hours	1 full day

- B. 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 30 days of the Service Interruption.

**10.2 Exceptions to Credit Allowances.** Notwithstanding anything to the contrary contained in Section 10.1, this PSA or the Agreement, a Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: (i) scheduled maintenance events; (ii) Customer actions or inactions; (iii) Customer-provided power or equipment; (iv) any third party not contracted through Comcast, including, without limitation, Customer's End Users, third -party network providers, any power, equipment or services provided by third parties; or (v) an event of force majeure as defined in the Agreement.

**10.3.3 Specific Provisions Applicable to Internet Service to Montgomery County, MD Customers.** Under its franchise with Montgomery County, MD, Comcast has the following rebate policy: In the event of an Internet Service Interruption (loss of cable modem service) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers Customer the next available repair appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a prorated credit for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. Customer may contact Comcast at (301) 424-4400.