

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
CABLE MODEM INTERNET SERVICES**

**ATTACHMENT IDENTIFIER:** Cable Modem Internet, Version 1.0

The following additional terms and conditions are applicable to Sales Orders for Comcast's Cable Modem Internet Service offered under the Enterprise Master Service Agreement ("Agreement"):

**DEFINITIONS**

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

**"Estimated Availability Date"** means the target date for delivery of Service.

**"Interconnection Facilities"** means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

**"Off-Net"** means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.

**"On-Net"** means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network ("HFC Network"), as available through Comcast.

**"Service"** means Cable Modem Internet Service offered under the Agreement.

**ARTICLE 1. SERVICES**

This attachment shall apply to Cable Modem Internet Service offered under the Agreement.

**ARTICLE 2. PROVIDER**

On-Net Service shall be provided by the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in the applicable service area.

On-Net Service provided over the HFC Network and

Off-Net Services are available in a limited number of markets. For information on service availability, contact your Program Manager

All Off-Net Services are provided by third-party service providers, and managed by Comcast

**ARTICLE 3. CUSTOM INSTALLATION FEES**

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for any and all Custom Installation Fee(s) unless otherwise specified in the SOW/Sales Order. Customer will pay the Customer Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable SOW/Sales Order.

**ARTICLE 4. PROVISIONING INTERVAL**

Following its 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 provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

**ARTICLE 5. SERVICE COMMENCEMENT DATE**

The Service Commencement Date for On-Net Services shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location. Comcast shall inform Customer when Service is available for all Off Net locations ("Service Commencement Date"). Charges for Service shall begin to accrue as of the Service Commencement Date.

**ARTICLE 6. TERMINATION CHARGES;  
PORTABILITY; UPGRADES**

**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 On-Net Services.** In the event that On-Net 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: 75% of the monthly recurring charges with respect to the remaining months of the Service Term; plus 100% of any remaining, unpaid Custom Installation Fees.

**6.3 Termination Charges for Off-Net Services.** In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party service provider ancillary fees incurred by Comcast due to the early termination of service by the Customer.

**6.4** 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.

**6.5 Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

#### **ARTICLE 7. PROVISION OF SERVICE/USE**

Subject to the terms and conditions herein, Internet Services are intended for commercial use only. Customer is prohibited from reselling the Services.

#### **ARTICLE 8. DOMAIN NAME REGISTRATION.**

If Customer submits a Sales Order(s) for domain name registration services, the following terms shall also apply:

**8.1 Registration.** At the request of Customer, Comcast will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of Comcast's choosing, but only to the extent that Customer provides Comcast with all necessary information relevant to such registration. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. Comcast does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not Comcast, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless Comcast, its employees, affiliates, agents, and contractors, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from, the domain name registration service's removal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the

relevant registration service and from Comcast for setup of the modification or addition.

**8.2 Sub-Domain Name.** Should Customer be unable to register a unique domain name, Comcast may grant upon Customer request and only for the term of the Sales Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to Comcast's prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. Comcast does not represent that Customer's selected sub-domain name will be available. Customer receives no right to Comcast's domain name other than as specifically stated in this Article 8. Upon the termination of the applicable Sales Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and Comcast's domain name. As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

#### **ARTICLE 9: SERVICE CREDITS**

**9.1 Credit Allowances.** 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

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.

**9.2 Exceptions to Credit Allowances.** Except as otherwise provided in the General Terms and Conditions, a Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Comcast failure to meet the objectives of the Services.

## **10. STATE-SPECIFIC PROVISIONS APPLICABLE TO INTERNET SERVICE**

### **10.1 Service Interruption.**

(1) **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.

## **ARTICLE 11: ADDITIONAL TERMS APPLICABLE TO PRIVATE WI-FI AND PUBLIC WI-FI (INCLUDING WI-FI HOTSPOT SERVICES) SERVICES**

If Customer submits a Sales Order(s) for Private Wi-Fi ("Private Wi-Fi Services") and Public Wi-Fi (including Hot Spot Service, "Public Wi-Fi Services") services (collectively "Wi-Fi Services") the following terms shall also apply:

**11.1 Limitation.** Subject to service availability, Customer may order Wi-Fi Services to provide Internet connectivity to certain areas of the Service Location as further described below. Wi-Fi Services are not intended for use within residential dwellings or for multi-tenant use (i.e. common areas within a mall or office building). In order to order and retain Wi-Fi Service with Comcast, Customer must have Internet Service at the applicable Service Location. Comcast shall have no liability for loss of Wi-Fi Services which results from Customer's failing to maintain Internet Service at the Service Location.

- (a) Private Wi-Fi Services are offered together with Public Wi-Fi Services, and may not be ordered separately.
- (b) Public Wi-Fi Services may be order with or without Private Wi-Fi Services.

**11.2 Term and Termination.** Wi-Fi Services are offered on a month to month basis. Customer shall have the right to terminate Wi-Fi Services, at any time, for any reason, upon thirty (30) days prior written notice to Comcast, subject to payment of all outstanding amounts due for the Wi-Fi Services, if any, and the return of any and all Comcast Equipment. Termination of Wi-Fi Services is not subject to Termination Charges. Wi-Fi Services will terminate simultaneously with Customer's Internet Services.

**11.3 Supplemental Terms.** Comcast agrees to provide Wi-Fi Services pursuant to the General Terms and Conditions and the supplemental Wi-Fi Terms and Conditions located at:

<http://business.comcast.com/wifi/hotspot-terms> ("Wi-Fi Terms and Conditions"). Comcast may at its sole option change or modify the Wi-Fi Terms and Conditions, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast website at the above URL. The Revisions are effective upon posting.