

SUPPLEMENTAL WI-FI TERMS AND CONDITIONS
("Wi-Fi Terms and Conditions")

The Customer named on the Wi-Fi Hot Spot Amendment and/or the Comcast Business Service Order Agreement and Comcast agree that the General Terms and Conditions and the below supplemental Wi-Fi terms and conditions, constitute the terms under which Comcast will provision the Wi-Fi Services selected by Customer. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement or the Amendment.

1. Definitions.
 - a. "End User" - Customer patrons and other authorized end users.
 - b. "Private Wi-Fi Services" – Wi-Fi Services for the internal business use by Customer's employees, contractors and agents. Private Wi-Fi Service may not be used by End Users. As part of the logon process, Customer employees, contractors and agents will be asked to provide their Comcast High Speed Internet username and password, and the Customer will be responsible for all activities occurring under his or her username and for keeping the password secure.
 - c. "Public Wi-Fi Services" – Wi-Fi Services for the use of Customer patrons and other authorized End Users, through the creation and maintenance of one or more wireless "hot spots". Public Wi-Fi Services may not be used by Customer employees, contractors and agents for internal business use.
 - d. "Wi-Fi Service" - Access to the Wi-Fi Services or wireless connectivity to the internet. Wi-Fi Services will use the IEEE 802.11 standard (unless otherwise noted). Private Wi-Fi Services and Public Wi-Fi Services are collectively referred to herein as "Wi-Fi Services".
2. Changes to Wi-Fi Terms and Conditions. Comcast may at its sole option change or modify these Wi-Fi 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/wifi/hotspot-terms>. The Revisions are effective upon posting.
3. Term and Termination. Comcast Wi-Fi Services are offered on a month to month basis. Either party shall have the right to terminate Wi-Fi Service(s), at any time, for any reason, upon thirty (30) days prior written notice to the other party, subject to the payment of all outstanding amounts due for the Wi-Fi Service(s), if any, and the return of any and all Comcast Equipment used to provide the Wi-Fi Services. Termination of a Wi-Fi Services is not subject to Termination Charges. Wi-Fi Service(s) will terminate simultaneously with Customer's High-Speed Internet Services ("BCI").
4. Installation. Customer acknowledges that Comcast will be required to perform internal wiring at the Service Location in order to install the Comcast Equipment necessary to run the Wi-Fi Service. Customer further understands that certain Comcast Equipment may be mounted to walls and ceilings in order for the Wi-Fi Service to function properly. Comcast will use commercially reasonable efforts to keep damage to walls, ceilings and premises to a minimum, but will not be responsible for repairing or returning the Service Location to its original condition, except to the extent caused by Comcast's gross negligence or willful misconduct.
5. Service Charges. Wi-Fi Service(s) are provided to Customer by Comcast at no additional charge. Customer must remain subscribed to BCI at the current service tier in order to receive and continue receiving a Wi-Fi Service(s). Comcast reserves the right to impose a service charge for Wi-Fi Hot Spot(s) upon thirty (30) days advanced written notice to Customer.
6. Operational Responsibility for Wi-Fi Service. Comcast shall acquire, install and maintain all Comcast Equipment required to operate the Wi-Fi Services. The Comcast Equipment does not include any Wi-Fi End User equipment, including, but not limited network adapters, Internet access devices (computers, notebooks, PDAs, etc).
7. Wi-Fi Protocol Requirements. Comcast shall operate Wi-Fi Services using the applicable IEEE 802.11 protocols. Customer shall not use any other products or services at the Service Location that utilize the IEEE 802.11 protocols without Comcast's prior written consent.

8. No Modification of Comcast Equipment. Customer shall not attach additional equipment to or in any way modify the Comcast Equipment.
9. Wi-Fi Service to End Users.
 - a. No Fee for Wi-Fi Service. Customer may not charge Wi-Fi End Users for Wi-Fi Service in any manner including hourly, daily, monthly or other subscription or usage charges without Comcast's prior written consent. Comcast shall have the right to charge a fee, to require the user to perform an action to gain access, and/or to limit the allowed parameters of usage, including but not limited to throughput, time of day, sessions per day or per month, for the Wi-Fi Service when the Wi-Fi Service is used by persons other than Comcast High-Speed Internet customers.
 - b. Service Definition. Comcast shall have the right to define the performance parameters and other components of the Wi-Fi Service, such as data bit rate speed, service quality, number of Wi-Fi End Users supported, customer care and support levels, security features and other service features.
 - c. Customer Support. Comcast shall provide customer support to Wi-Fi End Users for the Wi-Fi Service. Customer shall be responsible for notifying Comcast of any failure of the Wi-Fi Service.
 - d. Customer Terms of Use. All Wi-Fi End Users shall be required to agree to an End User agreement that incorporates the use restrictions as Comcast's Acceptable Use Policy for Comcast High-Speed Internet service ("End User AUP"). Comcast shall have the right to deny access to the Wi-Fi Service to Wi-Fi End Users who violate the End User AUP or to any commercial end users (i.e., end users who use the Wi-Fi Service for commercial purposes).
 - e. No Roaming. Customer shall not enter into "roaming" relationships with other Wi-Fi operators allowing another company's subscribers or users to access to the Wi-Fi Service(s), whether or not the Customer receives financial or other compensation for such relationship.
 - f. Restriction on Other Derived Services. Customer shall not utilize the Wi-Fi Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. The Wi-Fi Service shall only be offered as an amenity of the Service Location.
10. Use of Comcast Name. Customer may not use the Comcast's name or any Comcast trademarks, trade names or service marks or other branding in connection with sale, marketing or provision of the Wi-Fi Service or its operation of any Wi-Fi Service(s) without the advance written consent of Comcast, which shall not be unreasonably withheld, conditioned or delayed. Comcast may provide marketing material to Customer to advertise the Service Location as offering Public Wi-Fi Services. Customer will use reasonable commercial efforts to use such marketing material within the Service Location.
11. Warranties. THE COMCAST EQUIPMENT AND THE WI-FI SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WARRANT THAT THE COMCAST EQUIPMENT OR THE WI-FI SERVICES WILL (1) PROVIDE UNINTERRUPTED USE, OR OPERATE WITHOUT DELAY, OR WITHOUT ERROR; OR (2) BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

12. Software. In addition to Article 6 of the General Terms and Conditions, Comcast makes no representation or warranty that any software or application installed on Wi-Fi End User equipment, downloaded from the Wi-Fi Service, or available through the Internet does not contain a virus or other harmful feature. Comcast makes no representation or warranty that virus check software will detect or correct any or all viruses, or that the installation of any software or applications to access the Wi-Fi Service will not cause the loss of files or disrupt the normal operations of any Wi-Fi End User equipment, including but not limited to computer(s).
13. Third Parties. Customer acknowledges and understands that Comcast may use third parties to provide the Wi-Fi Service(s) or any or all of the components of Wi-Fi Service, 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 Wi-Fi Service, if that undertaking, representation or warranty is inconsistent with the terms of this Amendment.
14. Security and Authentication. Comcast shall deploy, manage, operate and upgrade (as appropriate) all security and authentication measures for use of the Wi-Fi Service. Customer acknowledges that anonymous Wi-Fi End Users will not be permitted to use the Wi-Fi Service and Comcast shall administer registration or other appropriate procedures sufficient to enable Comcast to identify its Wi-Fi End Users as necessary to address service or abuse issues and to comply with applicable law.
15. Limitation on Resale/Redistribution. Customer may not, without the prior written consent of Comcast, resell or otherwise make available the Wi-Fi Service to any other wireless service provider or make it otherwise available on any wide area network (WAN) or similar basis or on any other contiguous geographic basis.
16. Security and Abuse. Customer understands and agrees that any activity listed as Prohibited Uses and Activities in the End User AUP or AUP may result in the termination of the Wi-Fi Service to the Wi-Fi End User or in the event of recurring violations termination of the Wi-Fi Service to the Service Location.
17. Indemnification. The Customer understands and acknowledges that the Wi-Fi Services are offered as an amenity to Customer and/or Wi-Fi End Users at the Service Location. In addition to the indemnification obligations set forth in the General Terms and Conditions, Customer shall indemnify, defend and hold harmless Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from and against any and all claims (i) asserted by or on behalf of any Wi-Fi End User of the Wi-Fi Service; (ii) arising out of the use of the Wi-Fi Service, except for claims arising from fees charged to Wi-Fi End Users who are not Comcast High-Speed Internet subscribers.
18. Limitation of Liability. Reliance on and use of the Wi-Fi Service are subject to Article 6 of the General Terms and Conditions.