

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern high-speed Internet business services provided by Comcast and its affiliate(s) ("Comcast") to end-users.

ARTICLE 1. DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with the referenced entity.

Agreement: The Comcast Workplace Service Order Agreement executed by Customer.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) and used to deliver the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

Confidential Information: Licensed Software and associated documentation as well as any non-public information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which should reasonably be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The demarcation point for a Service Location shall be determined as follows: (a) if Comcast provides the cable modem or router, the demarcation point shall be the first Ethernet port on the cable modem or router to which the Customer's network is connected; or (b) if Customer provides the cable modem or router, the demarcation point shall be the coaxial input connector to the cable modem or to the router.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Service(s): The high-speed Internet business product(s) or service(s) provided by Comcast to Customer described in one or more Service Order(s).

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Order: A request for Comcast to provide the Service to Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service Location(s): The Customer location(s) where Comcast provides the Service(s).

Service Term: The duration of time (measured as starting on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

Termination Charges: Charges that may be imposed by Comcast in the event Comcast terminates Services for cause or Customer terminates Services without cause prior to the end of the applicable Service Term. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3 (i) seventy-five (75) percent of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term and (ii) one hundred (100) percent of any amount paid by Comcast in connection with Custom Installation, as that term is defined in Section 2.6, for the Services to be provided by Comcast under the Service Order.

ARTICLE 2. DELIVERY OF SERVICES

2.1 Orders. Customer shall submit to Comcast a properly completed Service Order to initiate Service to a Service Location(s). A Service Order shall become effective, and shall be binding on Comcast, when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Services described in the Service Order or (iii) Comcast begins Custom Installation (as defined in Section 2.6) for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Speed. Comcast makes no representation regarding the speed of the Services other than the placement by Comcast of maximum speeds on Services ordered. Service speeds are approximate and maximum burstable speeds only. Speeds may vary and may be slower than Customer expects at times.

2.3 Access. Customer, at no cost to Comcast, shall secure on an initial and ongoing basis during the applicable Service Term, all necessary rights of access to Service Location(s) for Comcast to install and provide the Service. Further, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Comcast Equipment used to provide the Service within the Service Location(s). Comcast and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from Comcast, Customer shall provide all required access to Comcast and its authorized personnel.

2.4 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Service, Comcast shall notify Customer in writing that the Service is available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive Service on the Service Commencement Date, shall not relieve Customer of its obligation to pay the applicable Service charges.

2.5 Comcast Equipment. Comcast Equipment is and shall remain the property of Comcast regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Section, or fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of Comcast. Customer agrees not to take any action that would directly or indirectly impair Comcast's title to the Comcast Equipment, or expose Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Comcast Equipment including, but not limited to, that portion of the Comcast Equipment located within the Service Location(s). To the extent Comcast removes such Comcast Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.5 Customer-Provided Equipment. Comcast shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. All Customer-Provided Equipment and wiring that Customer uses in connection with the Service must be fully compatible with the Service. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Comcast's employees or authorized contractors when the Service difficulty or trouble report results from Customer-Provided Equipment.

2.6 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by Comcast. The engineering review will determine whether the cable plant must be extended, built, or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom

Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

2.7 Administrative Web Site. Comcast may, at its sole option, make an administrative web site available to Customer in connection with Customer's use of the Services ("Administrative Web Site"). Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release of, use of or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Web Site as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site or any information on the Administrative Web Site. Comcast may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Payment of Bills. Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Comcast will invoice Customer in advance on a monthly basis for all Service charges and fees arising under the Agreement. Customer shall make payment to Comcast for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a *pro rated* charge for the Service, from the date of installation to the first day of the new billing.

3.2 Payment by Credit Card. Upon Customer's written request and Comcast's acceptance of such request, Comcast will accept certain credit card payments for all charges generated under the Agreement. By providing Comcast with a credit card number, Customer authorizes Comcast to charge the card for all charges generated under the Agreement, until (i) the Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that Comcast stop charging the credit card. Customer agrees to provide Comcast with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If Comcast is unable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by Comcast. Comcast may limit the option to pay by credit card to specific Services or may discontinue acceptance of

credit card payments in whole or in part upon sixty- (60) days' prior notice to Customer.

3.3 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny Service based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two-months charge for Service) as a condition to Comcast's provision of Service, or as a condition to Comcast's continuation of Service. The deposit shall be held by Comcast as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.4 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated) levied upon the sale, installation, use or provision of Service including, without limitation, applicable franchise fees (if any).

3.5 Disputed Bills. In the event Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Comcast, all disputed amounts shall become immediately due and payable to Comcast.

3.6 Past-Due Amounts. Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice, whichever is lower. Comcast's acceptance of partial payment shall not constitute a waiver of Comcast's right to collect the full balance owing, and Comcast reserves the right to determine the manner in which partial payments are applied to the invoice. If Customer's account is delinquent, Comcast may refer the account to a collection agency that may pursue collection of the past due amount and/or Comcast Equipment that Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agree to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.7 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge equal to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.8 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service, even if incurred as the result of fraudulent or unauthorized use of the Services. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing Service in the event of fraudulent use by Customer.

ARTICLE 4. TERM

4.1 Agreement Term. The Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under the Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term. If a Service Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date.

4.2 Service Order Renewal. Upon the expiration of the Service Term, each Service Order(s) shall automatically renew for successive periods of one (1) month each, unless prior notice of non-renewal is delivered by either Party to the other at least sixty (60) days before the expiration of the initial Service Term. At any time after the end of the initial Service Term, Comcast may, at its option and upon thirty (30) days prior notice, modify the charges for the Services to reflect then-current prevailing pricing.

ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SALES ORDER

5.1 Termination for Convenience. Notwithstanding any other term or provision in the Agreement, Customer shall have the right, in its sole discretion, to terminate a Service Order, or this Agreement in whole or part, at any time during the initial Service Term upon sixty (60) days prior notice to Comcast; and subject to payment to Comcast of all outstanding amounts due for the Services and any and all applicable Termination Charges, and return of any and all Comcast-provided equipment Comcast may terminate the Agreement and/or any Service Order for convenience upon thirty (30) calendar days' prior notice to Customer.

5.2 Termination of a Service Order for Cause. If either party breaches any material term of the Agreement and the breach continues without remedy for thirty (30) days after notice of default, the other party may terminate for cause any Service Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, Comcast may, at its option, terminate the Agreement, terminate the affected Service Orders, suspend Service under the

affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide Service. However, Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct. A Service Order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Termination of the Agreement or a Service Order.

Upon the expiration or termination of a Service Order for any reason: (i) Comcast shall disconnect the applicable Service; (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the initial Service Term for convenience, or if Comcast has terminated the Service Order prior to the expiration of the initial Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any); (iv) Customer shall, within ten (10) days after such expiration or termination, permit Comcast access to retrieve from the applicable Service Locations any and all Comcast Equipment, however, if Customer fails to permit access within such ten-(10) day period, or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the full replacement cost of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and (v) Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Comcast.

5.4 Regulatory and Legal Changes. The parties acknowledge that the respective rights and obligations of each party as set forth in the Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of the Agreement. Comcast may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY

ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREUNDER IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF COMCAST AND ITS AFFILIATES FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE COMCAST EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3 COMCAST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4 IN NO EVENT SHALL COMCAST, OR ITS EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PROVIDERS, MERCHANTS, OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

ARTICLE 7. INDEMNIFICATION

7.1 Subject to Article 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, Comcast Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to the Agreement, the obligations hereunder, and the use of Services, Comcast Equipment, and Licensed Software.

7.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Article 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 **License.** If and to the extent Customer requires the use of Licensed Software in order to use the Service supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 **Restrictions.** Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 **Updates.** Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or Customer-Provided Equipment. If Comcast has agreed to provide updates and changes, Comcast may perform such updates and changes remotely or on-site, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

8.4 **Ownership of Addresses.** Customer acknowledges that use of the Services does not give it any ownership or other rights in any Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.5 **Intellectual Property Rights in the Services.** Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 **Disclosure and Use.** All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing the Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by the Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 **Exceptions.** Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the

disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Remedies. Notwithstanding any other Article of the Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 8, including, but not limited to, injunctive relief.

ARTICLE 10. PROHIBITED USES

10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Service or any component thereof.

10.2 Violation. Any breach of this Article 10 shall be deemed a material breach of the Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under the Agreement.

ARTICLE 11. SERVICE CREDITS

11.1 Credit Allowances. Comcast will allow a pro-rata credit against future payment on a Service that is interrupted, 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>Period To Be Credited</u>
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 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 charge for the affected Service. Credit allowances will not be made for less than \$1.00. Service Interruptions will not be aggregated for purposes of determining credit allowances.

11.2 Exceptions to Credit Allowances. 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 the Agreement. 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.

ARTICLE 12. INSURANCE

12.1 Comcast shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage (including, if appropriate, flood damage), personal injury.

12.3 The liability limits under these policies shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

ARTICLE 13. MISCELLANEOUS TERMS

13.1 Force Majeure. Neither party shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

13.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Comcast may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Comcast may partially assign its rights and obligations hereunder to any party that acquires from Comcast all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

13.3 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of

such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

13.4 Notices. Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, fax transmission, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to Comcast shall be sent to 500 South Gravers Road, Plymouth Meeting, PA 19462, Attn: Director of Business Customer Operations, with a copy to: Comcast Cable Communications Management, LLC, 1500 Market Street, Philadelphia, PA 19102, Attn.: Senior Vice President & General Counsel. All such notices shall be deemed given and effective on the day sent for e-mail and fax notices, or when delivered by overnight delivery service or certified mail.

13.5 Entire Understanding. The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in the Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of Comcast may make modifications to the Agreement's form. No modification to the form made by a representative of Comcast who has not been specifically authorized to make such modifications shall be binding upon Comcast. No subsequent agreement among the parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both parties.

13.6 Article Headings. The section headings used herein are for reference only and shall not limit or control any term or provision of the Agreement or the interpretation or construction thereof.

13.7 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect.

13.8 Survival. The rights and obligations of either party that by their nature would continue beyond the expiration or termination of the Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of the Agreement or any Service

Order.

13.9 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

13.10 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

13.11 No Waiver. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

13.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

ADDITIONAL TERMS FOR WEB HOSTING, DOMAIN NAME REGISTRATION AND OPEN PORT SERVICES

ARTICLE 14: WEB HOSTING. If Customer submits a Service Order(s) for web hosting services, the following terms shall also apply:

14.1 Authorization. By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes Comcast, its agents and affiliates to reproduce, publish, distribute, and display such content worldwide and (iii) warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless Comcast, its agents and affiliates for any harm resulting from such actions.

14.2 Web Site Content. If applicable, Comcast will host your web site in a data center in accordance with Comcast's then-current published specifications, including, without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by Comcast and all graphics, text, or other information or content materials supplied or furnished by Comcast for incorporation into a Customer Web Site shall remain with Comcast (or the party that supplied such materials to Comcast). Customer agrees that Comcast has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance,

and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

14.2 Web Site Backup and Restoration. Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Service) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) Comcast is not responsible for backup and restoration of Customer Content.

ARTICLE 15. DOMAIN NAME REGISTRATION. If Customer submits a Service Order(s) for domain name registration services, the following terms shall also apply:

15.1 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.

15.2 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 Service Order providing for such Service, the limited, personal, 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 15. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and Comcast's domain name.

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