

COMCAST ENTERPRISE SERVICES, LLC
MASTER MANAGED SERVICES AGREEMENT (MSA)

This Master Managed Services Agreement and attached Addendums and Appendices (with corresponding Exhibits and Statements of Work) (collectively the "Agreement") is entered into as of the last date of execution below ("Effective Date"), by and between Comcast Enterprise Services, LLC d/b/a Contingent Network Services, a Comcast Business Company ("Contingent"), a Delaware limited liability company with offices located at 4400 Port Union Road, Hamilton, Ohio, 45011 and the customer executing the Agreement ("Client"). In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Addendum(s) (any written amendment to the Agreement, executed by both Parties), (2) Appendices (and corresponding Exhibits and SOWs, as applicable), and (3) these terms and conditions and Attachment 1. Contingent will not be bound by any terms and conditions that are preprinted, typed, stamped or handwritten on any quotation form, acknowledgment form, or sales/purchase order utilized by Client in the transactions covered by this Agreement. Contingent and Client agree as follows:

ARTICLE 1. DEFINITIONS

Appendix (Appendices): The additional terms and conditions applicable to Services ordered by Client under the Agreement.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which reasonably should 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.

Contingent: Comcast Enterprise Services, LLC and its operating affiliates providing the Services under the Agreement. References to Contingent in the Limitation of Liability, Force Majeure, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, suppliers, licensors, successors, and assigns, as the case may be.

Equipment: Any and all equipment or devices (1) designated by Client to be managed by, or (2) provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of 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. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Contingent, and any and all facilities, equipment or devices owned, leased or controlled by Client but not managed by Contingent under the Agreement shall not be considered Equipment.

Managed Service(s): A service provided by Contingent pursuant to an Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified in the Appendices.

Order: A request for Contingent to provide the Managed Services to a Service Location(s). An Order may either be contained in a signed Appendix or SOW.

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

Revenue Commitment: A commitment by Client to purchase a minimum volume of Managed Service during an agreed term, as set forth in an Order.

Service Boundary (or MSS Service Boundary): The physical and/or logical part of the Client's network located at a Service Location for which Contingent has responsibility to support under the Agreement.

Service Commencement Date: The Service Commencement Date shall be earliest of: (A) five (5) business days following the date Contingent indicates Managed Service is installed; or (B) the date on which Client first uses the Managed Service. A single Order containing multiple Service Locations or Managed Services may have multiple Service Commencement Dates.

Service Location(s): The Client location(s) where Contingent provides the Managed Services, to the extent the Client owns, leases, or otherwise controls such location(s).

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

Statement(s) of Work (SOW): Issued pursuant to an Appendix, additional terms and conditions under which Contingent will provide Managed Services to Client.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To order Managed Service for a Service Location(s), Client shall submit a properly completed Order to Contingent. Contingent will not be bound by any terms and conditions that are preprinted, typed, stamped or handwritten on any quotation form, sales order or purchase order generated by Client in the transactions covered by this Agreement.

2.2 Change Orders. The Parties may change the scope of the Services and other matters specified in an Order only by a written amendment executed by authorized representatives of both Parties (a "Change Order"). Contingent will not be obligated to deviate from the original Order until the Parties execute a corresponding Change Order.

2.3 Physical Security. Client is responsible for providing physical security at all times to the Service Location. Client is responsible for damage to, or loss of, Equipment or other property

caused by its 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 Contingent.

2.4 Access. In order to deliver the Managed Service(s) to Client, Contingent will require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Client shall provide an adequate environmentally controlled space and such electricity as may be required for the Service(s) within the Service Location(s). Client shall be responsible for securing, and maintaining such Access within each Service Location. In the event that Client fails to secure or maintain such Access within a particular Service Location, Contingent may cancel Service at such particular Service Location, without further liability for the work, upon written notice to Client. In such event, if Contingent has incurred any costs or expense in installing or preparing to install the Managed Service, a charge equal to those costs and expenses shall apply to Client's final invoice for that particular Service Location. Any other failure on the part of Client to be ready to receive Managed Service, or any refusal on the part of Client to receive Managed Service, shall not relieve Client of its obligation to pay charges for any Managed Service that is otherwise available for use. Contingent shall comply with all reasonable policies and procedures regarding security and building access of Client while at the Service Location.

2.5 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Contingent may immediately stop providing Managed Service(s) until such a time as such materials are removed. Alternatively Client may notify Contingent to install the applicable portion of the Managed Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Contingent as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Client.

2.6 Service Acceptance. Except as may otherwise be identified in the applicable Appendix and/or SOW, the Service Commencement Date shall be the date Contingent completes installation and connection of the necessary facilities and equipment to provide the Managed Service at a Service Location. Monthly recurring charges for Managed Services shall begin to accrue as of the Service Commencement Date.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable Appendix and/or SOW, Client shall pay Contingent one hundred percent (100%) of the installation fee prior to the installation of Managed Service. Client further agrees to pay all charges associated with the Managed Services, as set forth or referenced in Attachment 1, the applicable Appendix and/or SOW or invoice from Contingent. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for per-call charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Managed Services such as measured and per-call charges, may be invoiced after the Service has been provided to Customer. Except as

otherwise indicated herein or in the applicable Appendix and/or SOW monthly recurring charges for Managed Services shall not increase during the initial Service Term.

3.2 Third Party Charges. Client may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Contingent. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Client agrees that all such charges, including all applicable taxes, are Client's sole responsibility.

3.3 Payment of Bills. Except as otherwise indicated in the Appendix or SOW, Contingent will invoice Client on a monthly basis for all Managed Service charges and fees arising under the Agreement. Client shall make payment to Contingent for all invoiced amounts within thirty (30) days after the date of the invoice. Contingent reserves the right to progress bill for Managed Service(s) that for any reason exceeds one (1) month in duration. Numbered sequentially progress invoices shall contain a total due based on the percentage of the work completed on the date of the progress invoice. Any amounts not paid to Contingent within such period will be considered past due. In certain cases, Contingent may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Client and the third party. Contingent shall not be responsible for any dispute regarding these charges between Client and such third party. Client must address all such disputes directly with the third party. Monthly invoice summaries are available upon request. Contingent shall provide the summary by electronic mail to the requesting Client representative within seven (7) business days following the then current invoice mailing.

3.4 Partial Payment. Partial payment of any invoice will be applied to the Client's outstanding charges in the amounts and proportions as solely determined by Contingent. No acceptance of partial payment(s) by Contingent shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Set-Offs and Discounts. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by Contingent. Payment to Contingent for Managed Services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either Party.

3.6 Payment by Credit Card. Upon Client's written request and Contingent's acceptance of such request, Contingent will accept certain credit card payments for charges generated under the Agreement. By providing Contingent with a credit card number, Client authorizes Contingent to charge the card for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Client provides sixty (60) days prior notice that Contingent stop charging the credit card. Client agrees to provide Contingent 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 Client's credit card limit is or will be insufficient to cover payment. If Contingent is unable to charge Client's credit card

for any reason, Client agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by Contingent. Contingent 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 thirty (30) days prior notice to Client.

3.7 Credit Approval and Deposits. Initial and ongoing delivery of Managed Services may be subject to credit approval. Client shall provide Contingent with credit information requested by Contingent. Client authorizes Contingent to make inquiries and to receive information about Client's credit history from others and to enter this information in Client's records. Client represents and warrants that all credit information that it provides to Contingent will be true and correct. Contingent, in its sole discretion, may deny the Managed Service based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Contingent may require Client to make a deposit (in an amount not to exceed an estimated two months charge for the Managed Services) as a condition to Contingent's provision of the Managed Services, or as a condition to Contingent's continuation of the Managed Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Contingent as security for payment of Client's charges. Contingent may apply the deposit to any delinquent Client charges not properly disputed pursuant to Article 3.10, upon written notice to Client. If Contingent uses any or all of the deposit to pay such an account delinquency, Client will replenish the deposit by that amount within five (5) days of its receipt of written notice from Contingent. If the provision of Managed Service to Client is terminated, or if Contingent determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Client's account or will be refunded to Client, as determined by Contingent.

3.8 Taxes and Fees. Except to the extent Client provides a valid tax exemption certificate prior to the delivery of Managed Service, Client shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Client will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.9 Other Government-Related Costs and Fees. Contingent reserves the right to invoice Client for any fees or payment obligations in connection with the managed Service(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Managed Service(s), including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Contingent pays the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Client. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Contingent's costs of providing Managed Services, Client shall pay Contingent's additional costs of providing Managed Services under the new law, rule, regulation or judgment.

3.10 Disputed Invoice. If Client disputes any portion of an invoice, Client must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Client's claim, to Contingent for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to

resolve the dispute. Under no circumstances may Client submit a billing dispute to Contingent later than sixty (60) days following Client's receipt of the applicable invoice.

3.11 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. If Client's account is delinquent, Contingent may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Contingent equipment that Client fails to return in accordance with the Agreement. If Contingent is required to use a collection agency or attorney to collect any amount owed by Client or any unreturned Contingent equipment, Client agrees 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 Contingent under the Agreement or at law or in equity.

3.12 Rejected Payments. Except to the extent otherwise prohibited by law, Client will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Managed Service(s) that has been rejected by the bank or other financial institution.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Client shall be allowed to submit Orders to Contingent for Managed Service(s) for a period of five (5) years ("MSA Term"). After the expiration of the initial MSA Term, the Agreement shall automatically renew for successive periods of one (1) month each ("MSA Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the MSA Term or the then current MSA Renewal Term. This Agreement shall continue in effect until the expiration or termination date of the last Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Order. In the event Client fails to satisfy a Revenue Commitment, Client will be billed a shortfall charge pursuant to the terms of the applicable Appendix.

4.3 Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the SOW and/or Appendix, each Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal 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. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for the Managed Services subject to thirty (30) days prior written notice to Client. Client will have thirty (30) days from receipt of such notice to cancel the applicable Managed Service without further liability. Should Client fail to cancel within this timeframe, Client will be deemed to have accepted the modified Managed Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Any right to terminate Managed Service for convenience, shall be identified in Attachment 1, an Appendix and/or SOW.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Order materially affected by the breach. If Client 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 written notice of default, Contingent may, at its option, terminate the Agreement, terminate the affected SOWs and/or Orders, suspend Managed Service under the affected SOWs and/or Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all SOWs and/or Orders as a condition of continuing to provide Managed Service; except that Contingent will not take any such action as a result of Client's non-payment of a charge subject to a timely billing dispute, unless Contingent has reviewed the dispute and determined in good faith that the charge is correct. The Agreement may be terminated by either Party immediately upon written 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 the Agreement, a SOW and/or Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a SOW and/or Order. Upon the expiration or termination of a SOW and/or Order for any reason:

A. Contingent shall disconnect the applicable Managed Service;

B. Contingent may delete all applicable data, files, electronic messages, or other information stored on Contingent's servers or systems;

C. If Contingent has terminated the SOW and/or Order prior to the expiration of the Service Term as a result of material breach by Client, Contingent may assess and collect from Client applicable Termination Charges (if any);

D. Client shall, permit Contingent to retrieve from the applicable Service Location any and all Contingent equipment. If Client fails to permit such retrieval or if the retrieved Contingent equipment has been damaged and/or destroyed other than by Contingent or its agents, normal wear and tear excepted, Contingent may invoice Client for the manufacturer's list price of the relevant Contingent equipment, or in the event of minor damage to the retrieved Contingent equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Client's right to use applicable licensed software (if provided as part of any Contingent equipment) shall automatically terminate, and Client shall be obligated to return all such licensed software to Contingent.

5.4 Resumption of Managed Service. If a Managed Service has been discontinued by Contingent for cause and Client requests

that the Managed Service be restored, Contingent shall have the sole and absolute discretion to restore such Managed Service. At Contingent's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Managed Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Managed Services on economic terms of the Agreement, Contingent may, by providing written notice to the Client, require that the affected provisions of the Agreement be renegotiated in good faith. If Client refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Contingent may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Client.

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

6.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF CONTINGENT FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF MANAGED SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CLIENT TO CONTINGENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO CONTINGENT'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS.

B. NEITHER PARTY SHALL 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 HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CLIENT'S LIABILITY FOR AMOUNTS OWED FOR THE MANAGED SERVICE(S), FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY CONTINGENT, AND/OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Managed Services shall be provided pursuant to the terms and conditions in the applicable Appendix, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONTINGENT EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

B. Without limiting the generality of the foregoing, and except as otherwise identified in an Appendix, Contingent does not warrant that the Managed Services, Equipment, other equipment, or software will be uninterrupted, error-free, or free of latency or delay, or that the Managed Service(s), Equipment, other equipment, or software will meet Client's requirements, or that the Service(s), equipment, or software will prevent unauthorized access by third parties. CONTINGENT HAS NO WARRANTY OBLIGATION FOR PRODUCTS, MATERIALS, OR SERVICE(S) THAT CLIENT ACQUIRES FROM THIRD PARTIES, EVEN IF CONTINGENT ASSISTED IN EVALUATING OR SELECTION OF THEM. THE FAILURE OF THIRD PARTY PRODUCTS, MATERIALS, OR SERVICE(S) WILL NOT AFFECT CLIENT'S OBLIGATIONS TO CONTINGENT. IF CONTINGENT DESIGNATES THAT IT'S MANAGED SERVICES DELIVERABLES ARE PROVIDED "AS IS", THERE SHALL BE NO WARRANTY.

C. In no event shall Contingent, 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 Client, its users or third parties; (iii) interoperability, interaction or interconnection of the Managed Services with applications, Equipment, services or networks provided by Client or third parties; or (iv) loss or destruction of any Client Equipment, hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Client is advised to back up all data, files and software prior to the installation of Managed Service and at regular intervals thereafter.

6.3 Disruption of Managed Service. Notwithstanding the performance standards identified in an Appendix and/or SOW, the Managed Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Managed Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Client's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Managed Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Contingent is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Contingent's Indemnification Obligations. Contingent shall indemnify defend, and hold harmless Client and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of (1) damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Contingent while working at the Service Location; (2) assertions under workers' compensation or similar employee benefit

acts by Contingent or its employees or agents; and/or (3) a breach of its obligations under Article 9.

7.2 Client's Indemnification Obligations. Client shall indemnify, defend, and hold harmless Contingent and its parent company, affiliates, employees, directors, officers, and agents from any and all Claims arising on account of or in connection with (1) the fault or negligence of Client, its officers, employees, agents, and/or representatives; and/or (2) a breach of its obligations under Article 9.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. 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 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 that Client requires the use of Contingent licensed software in order to use the Managed Service supplied under any Appendix and/or SOW, Client shall have a personal, nonexclusive, nontransferable, and limited license to use such licensed software in object code only and solely to the extent necessary to use the applicable Managed Service during the corresponding Service Term. All licensed software provided to Client by Contingent, and each revised version thereof, is licensed (not sold) to Client by Contingent only for use in conjunction with the Managed Service. Client may not claim title to, or an ownership interest in, any such licensed software (or any derivations or improvements thereto), and Client shall execute any documentation reasonably required by Contingent, including, without limitation, end-user license agreements for such license software. Contingent and its suppliers shall retain ownership of such licensed software, and no rights are granted to Client other than a license to use under the terms expressly set forth in this Agreement.

8.2 Restrictions. Client agrees that it shall not: (i) copy the licensed software provided to Client by Contingent (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Contingent; (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. Client acknowledges that the use of Managed Service may periodically require updates and/or changes to certain Contingent licensed software resident in the Contingent equipment or Equipment. If Contingent has agreed to provide updates and

changes, such updates and changes may be performed remotely or on-site by Contingent, at Contingent's sole option. Client hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Contingent. If Client fails to agree to such updates, Contingent will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Managed Service.

8.4 Export Law and Regulation. Client 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. Client 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 Contingent, Client also agrees to sign written assurances and other export-related documents as may be required for Contingent to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Client acknowledges that use of certain Managed Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

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

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party 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 this 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 this 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) is or 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 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 10, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in an Appendix and/or SOW, Contingent assumes no obligation to pre-screen or monitor Client's use of the Managed Service, including without limitation postings and/or transmission. However, Client acknowledges and agrees that Contingent and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Managed Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Contingent, or in emergencies when physical safety is at issue, and that Contingent may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. Contingent shall have no liability or responsibility for content received or distributed by Client or its users through the Managed Service, and Client shall indemnify, defend, and hold Contingent and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Client or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Contingent does not have access to the content of encrypted data transmitted across Contingent networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 10 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Contingent Use Policies. Client is prohibited from using, or permitting the use of, any Managed Service (i) for any purpose in violation of any law, rule, regulation, or policy of

any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Client has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Contingent service by others or the operation of the network. Client is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Contingent reserves the right to act immediately and without notice to terminate or suspend the Managed Services and/or to remove from the Managed Services any information transmitted by or to Client or users, if Contingent determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Contingent reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Managed Services shall be subject to Contingent's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Comcast Business Services website currently located at business.comcast.com/customer-notifications/acceptable-use-policy (the site may be changed upon notice posed on the applicable website) and are incorporated into this Agreement by reference. Contingent may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Client. Contingent's action or inaction in enforcing acceptable use shall not constitute review or approval of Client's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Contingent's commercial privacy policy applies to Contingent's handling of Client confidential information. Contingent's privacy policy is located at www.contingent.com/privacy-policy (the site may be changed upon notice posed on the applicable website).

10.3 Privacy Note Regarding Information Provided to Third Parties. Contingent is not responsible for any information provided by Client to third parties. Such information is not subject to the privacy provisions of this Agreement. Client assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Managed Services.

10.4 Prohibition on Resale. Client 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 Managed Services or any component thereof.

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

ARTICLE 11. MISCELLANEOUS TERMS

11.1 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 or materials, or other causes beyond the Party's reasonable control, except that Client's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Client shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Contingent, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Contingent's use of third-party consultants and contractors to perform Service(s) under the Agreement.

11.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Client, to the address set forth on the Client's signature line, below; or (ii) with respect to Contingent, to: Vice President/Sales, 4400 Port Union Road, Hamilton, Ohio, 45011, with a copy to Comcast Cable Communications, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103; Attn: Cable Law Department (Contingent). Each Party shall notify the other Party in writing of any changes in its address listed on any Order.

11.4 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 Service(s) that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Client-generated sales order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 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.

11.6 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement.

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

11.8 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.

11.9 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.10 No Waiver. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.11 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.

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

11.13 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

11.14 Non-Solicitation of Personnel. During the term of the Agreement Client will not actively solicit Contingent employees, agents and/or contractors for employment.

11.15 Contractors. Contingent may use contractors and/or agents to perform any and all Service(s) under the Agreement. Contingent shall be solely responsible for the full and timely performance of each contractor and/or agent, and the acts and omissions of each contractor and/or agent shall be deemed and treated as the acts and omissions of Contingent itself. Contingent shall also be solely responsible for compensating any contractor and/or agent.

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By signing below each party agrees to the terms and conditions of the Agreement, including all exhibits, appendix and attachments attached hereto.

Customer: _____
Signature _____ Date _____
Print Name _____
Title _____

COMCAST ENTERPRISE SERVICES, LLC
Signature _____ Date _____
Print Name _____
Title _____

**ATTACHMENT 1 - MASTER MANAGED SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL MANAGED SERVICES**

THIS ATTACHMENT 1 IS PART OF THE MASTER MANAGED SERVICES AGREEMENT EXECUTED BY CLIENT AND CONTINGENT. Unless otherwise identified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1.0 MANAGED SERVICES OVERVIEW

Contingent can provide a customizable comprehensive managed service offering to Client that integrates services and required components with the Client's unique network configuration. Each Appendix(ces) executed under the Agreement provides a detailed Scope of Services ("SOS") and Service Level that describes the required material components, the required labor and all fees associated with each element of Managed Service(s) within the defined Service Boundary.

1.1 Contingent Organization

For the purposes of the Agreement, one (1) Contingent shall be directly responsible for providing Managed Services: 1) Contingent Technical Support: Within two (2) business days of the Effective Date, Contingent shall identify the Technical Support Specialist(s) (TSS), all managers involved in escalation, and the contact information concerning each. Contingent shall assign one (1) primary TSS and appropriate number of alternate TSS(s) to Client. The TSS is the primary point of contact for providing technical support for the Client's network(s). The TSS function is available to the Client 7x24x365. 2) Contingent Program Management: Within two (2) business days of the Effective Date, Contingent shall identify the Program Manager(s), all managers involved in escalation, and the contact information concerning each. Contingent shall assign one (1) primary PM and appropriate number of alternate PMs to Client. The PM is the primary point of contact for providing general support for the Client's network(s). The PM function is available to the Client 7x24x365.

1.2 Client Support Organization

Client shall assign a technical point of contact (TPOC), which shall be the primary interface with Contingent resources responsible for service delivery. Within two (2) business days of the Effective Date, Client shall identify the means of contacting the TPOC and the Client managers involved in escalation and their contact information.

1.3 Geographic Coverage

Contingent shall provide Managed Services for Client's designated network(s) area at the Service Locations.

1.4 Principal Period Of Service (Pps)

Unless otherwise specified in the Appendix, the Principal Period of Service (PPS) is defined as Monday – Friday, 8:00 A.M. to 5:00 P.M., Local (Site) Time.

2.0 MANAGED SERVICES DEFINITIONS

2.1 Service Boundary Definition

The service levels that accompany Contingent' Service Boundary responsibilities are defined by and agreed upon by both Parties within the Agreement and each applicable Appendix and may differ Appendix by Appendix and/or Service Location by Service Location and/or device by device.

2.2 Master Managed Services Options

Following Order acceptance and Managed Services installation, Contingent shall provide Managed Services within the defined Service Boundary of the Client's network(s). Contingent shall operate and support elements of the network within the Service Boundary, receive notification of required maintenance, service degradation or interruption or other requested tasks from the Client or other appropriate source and then respond according to the needs of the Client, its partners and/or its Clients to engage the issue accordingly within the response interval defined below in the applicable Appendix.

3.0 EQUIPMENT/MATERIAL MAINTENANCE

Maintenance or repairs to Equipment or Materials designated in an Service Boundary attributable to and/or necessitated by unauthorized attempts by Client to maintain the Equipment, willful or accidental fault or negligence of Client, improper use or misuse of the Equipment by Client, causes external to the Equipment, such as, but not limited to, power failure, air conditioning failure, or failure or malfunction of the attached and/or adjacent structured distribution systems, abnormal power fluctuations, failures or accidents, casualty, neglect, acts of God, manufacturer's defects out-of-

box, manufacturer's known defects or other performance affecting events not caused by Contingent shall not be considered part of Contingent's normal duties to maintain and any required repair or replacement with associated costs will be chargeable at Contingent's out of scope rates. Costs incurred by Contingent and associated with Equipment returned to Contingent that upon inspection is determined to be fully operational ("No Trouble Found"), will be chargeable to Client at Contingent's out of scope rates. Costs incurred by Contingent and associated with the accountability and condition of equipment Client is responsible for managing, will be chargeable at Contingent's out of scope rates (including replacement equipment). Equipment damaged during transit that was not arranged by Contingent is not the responsibility of Contingent. Contingent's repair and maintenance responsibilities do not extend to equipment of the public network nor is Contingent responsible for malfunctions in the communication system or Equipment caused by malfunctions in the public network or caused by abuse or misuse of the communication system or Equipment by other than Contingent. However, Contingent shall cooperate fully with the local telephone utility or other common carrier to isolate malfunctions to determine responsibility for correction thereof.

At all times during the Service Term or any Renewal Term, hardware procured by Contingent and installed in the Client's facilities is considered in the custody of the Client is the property of Contingent unless otherwise specified in writing and agreed upon by both parties. Damage to the aforementioned property while in the custody of the Client is the Client's responsibility including all repair and replacement costs.

There is no condition under this Agreement whereby Contingent is required to remove Equipment, third party hardware or decommission circuits as part of a termination initiated by the Client.

4.0 TERMINATION CHARGES

With thirty (30) days' written notice, either Party may exercise an option to terminate the Agreement, in whole or in part. If Client terminates, Client agrees to pay, for each terminated Service Location (please see Early Termination *Buy-out* Calculation below) the lump sum depreciated value of Hardware, Software and Deployment (based on List Price) at the time of termination of the Managed Service and if applicable, assignment of remaining third party telecommunications service fee obligations and cancellations charges for the time remaining in the applicable Service Term. For the purposes of this Agreement, hardware, software and deployment services depreciation will be calculated on a straight-line, monthly basis over a period equal to three (3) years regardless of the duration of the original agreement.

Early Termination Buy-out Calculation:

Buy-out Amount (USD) = Depreciated value of Equipment (Hardware, Software) and Deployment (based on List Price) at the time of termination.

If Client engaged Contingent for communications services Client acknowledges that this Agreement can only be terminated after Client has received and accepted assignment of the underlying third party communications service fee obligations and cancellations charges.

Client is responsible for any underlying communications service fee obligations and cancellation charges incurred by Contingent when an individual Service Location (or any number of Service Locations up to all Service Locations) is cancelled, terminated or deactivated due to any reason including but not limited to closure and/or relocation. All freight, labor and travel charges required to deactivate the Service Location will be billable at the appropriate rates. Client must furnish request to terminate an individual Service Location (or any number of Service Locations up to all Service Locations) with thirty (30) days written notice otherwise billable service will continue.

5.0 SERVICE LEVEL AGREEMENT RAMP UP PERIOD

Contingent strives to achieve all Service Levels from the start of the Agreement. However, Contingent is contractually relieved of Service Level requirements specified herein for the first ninety (90) days immediately following the start of service under an Order.

6.0 WARRANTY

CONTINGENT REPRESENTS AND WARRANTS THAT THE MANAGED SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) SHALL MATERIALLY CONFORM TO ALL RELEVANT SPECIFICATIONS FOR A PERIOD OF ONE (1) YEAR FROM DELIVERY TO CLIENT. CONTINGENT AGREES TO CORRECT PROMPTLY ANY SUCH SERVICE(S) (INCLUDING DELIVERABLES, IF ANY) NOT IN COMPLIANCE WITH THIS WARRANTY. CONTINGENT RESERVES THE RIGHT TO CHARGE FOR RE-PERFORMANCE IF CONTINGENT DETERMINES THAT THE NONCONFORMITY WAS CAUSED BY (I) ISSUES RELATED TO CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT; (II) UNAUTHORIZED ALTERATION OR MANIPULATION OF THE HARDWARE OR SOFTWARE, OR (III) BY A FORCE MAJEURE EVENT. THE CHARGE FOR RE-PERFORMANCE WILL BE THOSE CHARGES RELATED SPECIFICALLY TO THE NONCONFORMING SERVICE(S) OR DELIVERABLE(S) AS SET FORTH IN THE ORDERING DOCUMENT. Contingent and Client acknowledge this Agreement confers no warranties for the Equipment maintained by Contingent whether said Equipment was designed or manufactured by Contingent or another manufacturing entity.

7.0 BUSINESS NOTICES AND ESCALATIONS

All business notices and escalations made under the Agreement shall be in writing and delivered by facsimile, electronic mail or other electronic means (in which case the recipient shall provide acknowledgment within one (1) business day separately from any machine-generated automatic reply); or by prepaid means providing proof of delivery.

8.0 SPECIAL CIRCUMSTANCES

Special circumstances may require additional non-standard work (out-of-scope) at the Client's Service Location or at a Contingent facility necessary to move and/or properly activate and deliver the defined Managed Service or may come at the request of the Client for an unrelated activity prior to the initial Service Location visit. Contingent may act as a duly authorized agent on behalf of the Client only for the purposes of authorizing right of entry for construction of communications facilities on Client designated Service Locations.

9.0 ADDITIONAL SERVICE TERMS

- Equipment. Client is ultimately responsible for damaged or inoperable equipment as a result of instructions delivered by the Client. Contingent has no liability unless such damage or inoperability is caused by the gross negligence of Contingent.
- Security at the Service Location/Liability for Loss. Client is responsible for providing physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) used to provide the Service at the Service Location regardless of where the equipment is placed on the property. Client is responsible for damage to, or loss of, such equipment caused by its acts or omissions, and its noncompliance with this Article and/or the Agreement, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Contingent.
- Data Backup. Pursuant to the Agreement, Contingent is not responsible for data backup, loss, or retrieval associated with performance of the Managed Services.

10.0 DELAYS WHILE ONSITE

All necessary Service Location preparation will be completed by Client, unless otherwise agreed, prior to performing the Service and any delay on-site due to lack of preparation will be considered out of scope and billed at the out of scope hourly rate. Contingent must have access to designated work areas immediately upon arrival at the Service Location. Wait or on hold time with Client or site representatives or Client-designated third party that exceeds fifteen (15) minutes per visit, new construction delays, client help desk delays, obstructions in the designated work area or other non-Contingent generated delays (each hour in fifteen (15) minute increments) are considered out of scope and will be billed at the out of scope hourly rate. Usernames, passwords, software images, device configurations, IP addresses or other information needed to gain access to or properly complete specified work on devices or systems subject to the statement of work or Contingent-generated sales form acknowledgement must be immediately available to Contingent upon arrival at the Service Location. Requirement for special access equipment such as lifts (access above 20ft) or safety harnesses/equipment (steel-walking) are considered out-of-scope and will be billed at the appropriate hourly rate. Client must provide all applicable special instruction and contact information critical to completion of the Service prior to Contingent's scheduled arrival. Power and data feeds must be present and within six (6) feet of the designated install location when required to complete the Service. Wall, floor, ceiling penetrations and pathway construction for power, voice, video, data, antenna, grounding or other physical media feeds, unless otherwise specified in the statement of work or Contingent-generated sales form acknowledgement, will be billed at the out of scope hourly rate.

11.0 TRAVEL

All travel costs associated with Client-requested Project Management service will be billed to Client at cost. Project Management service travel time is billable during regular business hours.

12.0 OUT-OF-SCOPE SERVICES

Unless otherwise specified below, details of the out-of-scope work along with the associated fees shall be communicated to the Client prior to any work beginning. Out-of-scope fees shall be charged to the Client along with any other applicable fees during the billing interval that immediately follows the completion of such work.

12.1 Out of Scope Rates (Onsite):

The following rates apply for general out-of-scope labor Services for the specific field personnel skill level assigned to in the scope work or identified in the Appendix and/or SOW and is associated with one whole hour or portion thereof of labor, on-site, non-union, performed within Standard Business Hours (Monday - Friday, 8:00 a.m. to 5:00 p.m., local time). If a Client requires unionized resources for Service(s), the price will be adjusted on the invoice to reflect the associated union rates. Contingent is not responsible for work stoppages that occur as a result Client delays. Contingent shall inform Client of any Service effecting delays. Minor or ancillary materials (i.e., items costing individually less than \$25.00 each) will be chosen and supplied by Contingent unless a technical requirement identified in the scope of work or Contingent-generated sales order acknowledgement requires a specific or unique product/material, in which case the Client will be responsible for providing the item.

Contingent shall use commercially reasonable efforts to select appropriate skill level, product/material that will meet all technical requirements and be the most cost effective.

12.2 Out-Of-Scope Rates (Remote Help Desk)

If directed by Client to exceed time limits and or scope of services for call and problem management described below in the applicable Appendix(ces), billable time shall accrue anytime Contingent personnel are engaged in call and problem management activities. Call and Problem Management Variable Rates (additional set-up fees may apply) are as follows:

<u>Resource</u>	<u>Price Per Minute (PPS)</u>	<u>Price Per Minute (non-PPS)</u>
Customer Care Agent (CCS)	\$2.50/minute	\$3.48/minute
Technical Support Specialist (YSS)	\$2.85/minute	\$4.78/minute

12.3 Out-Of-Scope Rates (Software Development)

If directed by Client to exceed time limits and or scope of services for software development that includes integration and/or customization of software described below in the applicable Appendix(ces) or requested in a change order, billable time shall accrue anytime Contingent personnel are engaged in software development activities at a rate of \$225.00 per hour unless otherwise agreed to by both parties.

12.4 Uplift Multiples

Uplift multiples to be applied to fixed and hourly rates: Union Uplift Multiple - 1.50X, Non-PPS and Expedite (less than 48 hours notice) - 1.50X, Holidays and Expedite (less than 24 hours' notice) - 2.00X, International (does not include Canada) - 2.00X, Australia, Pacific Rim, Western Europe, Middle East - 3.00X.

12.5 Expedite And Cancellation Charge

Contingent will charge a \$25 fee to cancel or expedite a prescheduled task, activity or visit if provided less than five (5) business days' notice by Client. Contingent will charge a \$50 cancellation fee for cancellations if provided less than 24 hours' notice by Client, in addition to a dispatch fee (equal to the number of hours field personnel are engaged) in the event cancellation occurs after field personnel have departed their origination point for the cancelled destination. Contingent will charge a \$25 fee to reschedule a prescheduled task, activity or visit if less than five (5) business day notice is provided by Client and for all subsequent reschedule requests made after the first request regardless of notice time. Contingent will charge Client an Expedite Charge of \$150.00 per incident (per Service Location event).

12.6 Revisit & Minimum Trip Charge

Revisit trip charge is the fee associated with travel to a Client Service Location when a revisit by Contingent is required to complete a previously schedule activity that was delayed by the Client. The fee is per incident for travel within fifty (50) miles from the base office location of the personnel utilized. For distances over fifty (50) miles, the out of scope hourly rate shall apply and may include per Diem and overnight accommodations; Revisit and Minimum Trip Charge: \$150.00 per event outside the scope of services described herein.

13.0 CLIENT RESPONSIBILITIES

These responsibilities are intended to insure the best possible operating environment for the Equipment within the Services Boundary for trouble-free operation and service. Therefore, Client agrees to:

- a. Promptly advise Contingent of any Equipment malfunction regardless of cause.
- b. Provide adequate support and resolution to any network or CPE problem that Contingent does not have direct responsibility that affects overall WAN and Service Location performance.
- c. Maintain Equipment environment in a clean, ventilated room free of hazardous equipment or material.
- d. Maintain the temperature and humidity of the physical space containing the Service Boundary within the manufacturer's specified operating ranges.
- e. Provide a lockable door to the physical space containing the Service Boundary.
- f. When required by the terms of the applicable Appendix, allow access to equipment as required by Contingent's field personnel.
- g. When required by terms of the applicable Appendix, limit access to physical space containing the Service Boundary to Authorized Personnel only.
- h. When required by terms of the applicable Appendix, provide physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) delivered to and picked up from Service Location by third party regardless of where the equipment is placed on the property. Client is responsible for loss of such equipment at all times while Equipment is at the Service Location.
- i. Allow maintenance inspections during normal working hours.

- j. Notify Contingent in writing immediately prior to any software upgrades or changes of any kind to equipment inside the Service Boundary. Failure to do so will impede Contingent's ability to properly support the operation of the network. Contingent is not responsible for failure of any aspect of this Agreement if notification of software upgrades or changes of any kind is not made immediately prior to such upgrade or change. During the term of this Agreement Client shall operate the equipment strictly in the manner prescribed by manufacturer and shall not alter or permit the alteration of any of the equipment or software programs without the prior written notification of Contingent.
- k. Allow Contingent access to Service Location end user personnel for the Client purposes of visit coordination and remedial support.
- l. Authorize Contingent to act as Client's representative for the ordering, provisioning, management and disconnection of Client and its End Users' communications facilities and services that Client may order from time to time. Client shall provide Contingent with: (i) a signed letter of agency, in the form attached hereto as Appendix E as may be revised by Contingent from time to time ("Letter of Agency"), (ii) access to Client's and its End Users' hardware and software systems, endpoints and any other facilities which access to is reasonably necessary for Contingent to perform its obligations under this Agreement, and (iii) all information reasonably requested or required (including without limitation information about each endpoint and Client and End User account information) to allow for the successful provision of the services. A Letter of Agency may be required by property management if the facility where service is to be rendered is not a property owned by Client.

14.0 INSPECTION AND CERTIFICATION

If new or existing Client-owned or controlled Equipment designated for inclusion in Service Boundary (includes new and non-new equipment placed in service at or prior to the commencement of service or any Client-owned or controlled refurbished equipment regardless of when it was placed in service) was not under Contingent's maintenance service responsibility immediately prior to the commencement of service under this Agreement, it shall be subject to inspection by Contingent at Client's expense to determine if it is in good operating condition which, for the purposes of this Agreement, is defined as the level established for Equipment maintained by Contingent. Any repairs or adjustments then deemed necessary by Contingent to bring such Equipment up to good operating condition shall be made by Contingent at Client's expense prior to commencement of maintenance service and charges there for. If Client elects not to have Contingent make such repair or adjustments, the obligations of the parties under this Agreement, except for payment of the inspection fee, shall terminate. Client may waive the inspection by certifying in writing expected annual failure rates by device and certifying in writing that all devices subject to this Agreement is in good operating condition prior to commencement of maintenance under this Agreement for each device to be maintained. If, at any time during the term of this Agreement annual failure rates for covered devices or subcomponents within the Service Boundary exceed 125% of Client-certified expected annual failure rates for any device or subcomponent, Contingent shall invoice all such events at the appropriate out of scope rates. Furthermore, Contingent may elect to immediately discontinue Managed Service on such device at its sole discretion. In the event this occurs Contingent shall notify Client of discontinuation of service in writing.