

## BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS

*The Customer named on the Service Order Agreement and Comcast agree that the terms and conditions on the Service Order Agreement and these terms and conditions constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on a Service Order. Services may include Comcast Business (also known as Business Class) and Hospitality commercial high-speed internet services, including wi-fi services ("Internet"), Comcast Business (also known as Business Class) and Hospitality commercial digital voice services, including enhanced voice (including Business VoiceEdge™), toll free, remote call forwarding and trunk services ("Voice"), Comcast Business (also known as Business Class) commercial cable television services ("Video"), Comcast Business (also known as Business Class) public view commercial cable television services ("Public View Video"), Hospitality cable television services ("Hospitality Video" and together with Video and Public View Video "Business Video") and Comcast Business SecurityEdge™ ("SecurityEdge") (each a "Service" and collectively "Services").*

*The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services. Additional terms and conditions apply to the Video, Internet, Voice and SecurityEdge Services and should be reviewed in the applicable "ADDITIONAL TERMS" section(s) below.*

### GENERAL TERMS AND CONDITIONS

#### ARTICLE 1. DEFINITIONS

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

**Agreement:** Consists of the Service Order Agreement executed by Customer and accepted by Comcast, these Business Services Customer Terms and Conditions, the then current Product Specific Attached for each applicable ordered service ("PSA"), and each Service Order accepted by Comcast under the Agreement.

**Comcast:** The operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area and/or the subsidiary that is the Comcast Voice Service provider.

**Comcast Equipment:** Any and all facilities, equipment or devices 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, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Comcast Website or Website:** The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is [business.comcast.com/terms-1](https://business.comcast.com/terms-1)

**conditions-smb.** Comcast may update the Website documents and/or URL from time to time.

**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, all Licensed Software, 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.

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

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

**Service(s):** The Business Video, Internet, and Voice services provided by Comcast to Customer described in one or more Service Order(s). All Services are for domestic U.S., commercial, non-residential use only. Services are subject to availability.

**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 Services 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 or verbal order processing system designated for that purpose. Customer's first Service Order is included as part of the Service Order Agreement.

**Service Order Agreement:** The agreement under which all Service Orders are submitted to Comcast.

**Service Location(s):** The Customer location(s) where Comcast provides the Services. For multi-tenant buildings, Service Location shall mean the customer's leased and/or owned business space.

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

**Tariff:** A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

**Termination Charges:** Except as otherwise provided herein, charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for

cause or (b) Customer terminates any Service without cause. Termination Charges with respect to each Service terminated during the initial Service Term shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, seventy-five percent (75%) of the remaining monthly fees that would have been payable by Customer under the applicable Service Order if the terminated Service(s) had been provided until the end of the initial Service Term, and one hundred percent (100%) of any amount paid by Comcast in connection with Custom Installation, as that term is defined in Section 2.7, for the Services provided by Comcast under such Service Order.

## **ARTICLE 1A. CHANGES TO THE AGREEMENT TERMS**

Comcast may change or modify the Agreement, and any related policies from time to time (“Revisions”) by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer’s use of the Service(s). If after notice Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy.

## **ARTICLE 2. DELIVERY OF SERVICES**

**2.1 Orders.** A Service Order must be completed to initiate Service to a Service Location(s). A Service Order shall become binding on the parties 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 installation 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 Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

**2.3 Access.** Customer, at no cost to Comcast, shall secure and maintain all necessary rights of access to Service Location(s) for Comcast to install and provide the Services, unless Comcast has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services 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 Services, or in the case of Voice, the day Voice Service is activated, Comcast shall notify Customer that the Services are 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 the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay 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. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast’s expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Section, or by 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 the Services 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.

**2.6 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 inside telephone wiring and equipment and facilities on the Customer’s side of the cable modem, route and/or coaxial input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. 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 difficulty or trouble report results from Customer-Provided Equipment. Comcast shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Comcast utilized in the provision of Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

**2.7 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 in order to provide the ordered Services at the requested Service Location(s), or whether Service installation has to be expedited to meet the Customer's requested Service Commencement Date ("Custom Installation"). 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).

**2.8 Administrative Web Site.** Comcast may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "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, use 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. CHARGES, BILLING AND PAYMENT**

**3.1 Charges.** Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by Comcast. These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained below in the Voice, Video and Public View Video Additional Terms) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or on the applicable Service Order(s), monthly recurring

charges for Internet Services shall not increase during the initial Service Term. Except as otherwise indicated herein or on the applicable Service Order(s), Voice Service pricing lists with information on charges and fees can be found at [www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html](http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html).

**3.2 Third-Party Charges.** Customer may incur charges from third party service providers that are separate and apart from the amounts charged by Comcast. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or the Cloud Solutions Marketplace, or selecting interactive options on Public View Video, Video, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

**3.3 Payment of Bills.** Except as otherwise indicated herein or on the Service Order(s), Comcast will invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. 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 *prorated* charge for the Services, from the date of installation to the first day of the new billing. In certain cases, Comcast 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 Customer and the third party. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

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

**3.5 Payment by Credit Card.** Upon Customer's written request and Comcast's acceptance of such request, Comcast will accept certain credit card payments for 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 this Agreement, until (i) this 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 thirty (30) days prior notice to Customer.

**3.6 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 the Services 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-month's charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and 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.

**3.7 Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

**3.8 Other Government-Related Costs and Fees.** Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Comcast or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer.. These obligations may include those imposed on Comcast or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that Comcast or its affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, Voice customers are charged a monthly regulatory recovery fee to help defray Comcast's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice,

**3.9 Disputed Invoice.** If 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. Under no circumstances may Customer submit a billing dispute to Comcast later than sixty (60) days following Customer's receipt of the applicable invoice.

**3.10 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 Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any 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 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 Comcast under the Agreement or at law or in equity.

**3.11 Rejected Payments.** Except to the extent otherwise prohibited by law, Customer 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 Services that has been rejected by the bank or other financial institution.

**3.12 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer with respect to the Services, 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 any Service in the event of fraudulent use by Customer.

#### **ARTICLE 4. TERM**

**4.1 Agreement Term.** This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this 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 of such Service. Unless otherwise stated in these terms and conditions, 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 initial Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)" and unless otherwise distinguished herein, is also referred to as "Service 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 then current Service Term, or in the case of Louisiana Customers, notice of

non-renewal is delivered to Comcast within thirty (30) days following the expiration of the then current Service Term. Such termination shall be effective thirty (30) days after Comcast's receipt of the termination notice.

#### **4.3 Changes in Monthly Recurring Service Charges.**

Except as otherwise identified in the Agreement, at any time during initial Service Term and from time to time thereafter, Comcast may increase the monthly recurring charges for Voice and/or Video Services subject to thirty (30) days prior notice to Customer. Effective at any time after the end of the initial Service Term and from time to time thereafter, Comcast may modify the monthly recurring charges for Internet Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing. Nothing within this Section 4.3 is intended to limit Comcast's ability to increase charges associated with the Services as set forth in Section 3.1.

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

**5.1 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order or this Agreement, in whole or part, at any time during the Service Term upon thirty (30) days prior notice to Comcast, and subject to payment to Comcast of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Comcast Equipment. Such termination shall be effective thirty (30) days after Comcast's receipt of the termination notice.

#### **5.2 Termination for Cause.**

(a) 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 this 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 the Services. However, Comcast will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(b) If either party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(c) 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.

(d) Comcast may terminate this Agreement if Customer, its employees, agents, or representatives threatens, harasses, or uses vulgar or inappropriate language toward Comcast personnel.

(e) 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 Expiration or Termination of the Agreement or a Service Order.**

Upon the expiration or termination of a Service Order or Service for any reason: (i) Comcast may disconnect the applicable Service; (ii) Comcast may delete all applicable data, files, electronic messages, voicemail or other information stored on Comcast's servers or systems; (iii) if Customer has terminated the Service Order and/or Service prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Service Order and/or Service prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges; (iv) Customer shall be responsible for the return of all applicable Comcast Equipment and (A) until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment and (B) if any returned 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) and (v) if used in conjunction with the terminated Service, 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 this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. Comcast may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Comcast's ability to provide the Services herein.

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

**6.1** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, 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 HEREIN 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 OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS (“ASSOCIATED PARTIES”) 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 ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS 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.

**6.5** **DISRUPTION OF SERVICE.** The 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 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. Customer expressly assumes the risks of any damages resulting from High Risk Activities. Comcast shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

**6.6** Customer’s sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a 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 Comcast and its affiliates and agents is limited to the maximum extent permitted by law.

## **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 this 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 7A. BINDING ARBITRATION**

**7A.1 Purpose.** If Customer has a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution process between the parties, Customer or Comcast may elect to arbitrate that Dispute in accordance with the terms of this arbitration provision ("Arbitration Provision") rather than litigate the Dispute in court. Arbitration means the parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

**7A.2 Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and Comcast regarding any aspect of Customer's relationship with Comcast, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

**7A.3 Right to Opt Out.** IF CUSTOMER DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, CUSTOMER MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE COMPANY EXECUTED THE AGREEMENT BY VISITING, WHEN AVAILABLE, [www.xfinity.com/commercialarbitrationoptout](http://www.xfinity.com/commercialarbitrationoptout) OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/COMMERCIAL SERVICES ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND COMCAST ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COMCAST. IF CUSTOMER HAS PREVIOUSLY NOTIFIED COMCAST OF ITS DECISION TO OPT OUT OF ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

**7A.4 Initiation of Arbitration Proceeding/Selection of Arbitrator.** If Customer or Comcast elect to resolve a Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, [www.adr.org](http://www.adr.org) under the Commercial Arbitration Rules of the American Arbitration Association "AAA."

#### **7A.5. Arbitration Procedures.**

(a) Because the Service(s) provided to Customer by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where Customer receives the Service from Comcast may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.

(b) If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Customer's dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

(c) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

(d) The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

(e) If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

#### **7A.6 Restrictions:**

(a) CUSTOMER MUST CONTACT COMCAST WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE

(EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COMCAST WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 3.9 OF THE GENERAL TERMS AND CONDITIONS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(b) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

7A.7 **Location of Arbitration.** The arbitration will take place at a location convenient to Customer in the area where Customer receives Services from Comcast.

7A.8 **Payment of Arbitration Fees and Costs.** COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON CUSTOMER'S WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. CUSTOMER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT CUSTOMER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, CUSTOMER SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO CUSTOMER ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN CUSTOMER'S FAVOR, CUSTOMER WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

7A.9 **Severability.**

(a) If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

(b) In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be

excluded from the scope of this Arbitration Provision, Customer and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

7A.10 **Exclusions from Arbitration.** CUSTOMER AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY CUSTOMER OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

7A.11 **Continuation.** This Arbitration Provision shall survive the termination of Customer's Agreement with Comcast and the provisioning of Service(s) thereunder.

- For New York Video Customers. Customer may elect to resolve a Dispute through the New York Public Service Commission in accordance with NYCRR 16§890.709(a) and NYCRR 16§709(c).

## **ARTICLE 8. SOFTWARE & SERVICES**

8.1 **License.** If and to the extent Customer requires the use of Licensed Software in order to use the Services 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 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 the Services 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 Telephone Numbers and Addresses.**

Customer acknowledges that use of the 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.

**8.5 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 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 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 9, including, but not limited to, injunctive relief.

**9.4 Monitoring.** Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that

Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

### **ARTICLE 9A: CUSTOMER PRIVACY POLICIES**

In addition to the provisions of Article 9, the privacy policy below applies to Comcast's handling of Customer confidential information. In the event of a conflict between the provisions of Article 9 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict.

A copy of Comcast's privacy policy is available at [business.comcast.com/privacy-statement](http://business.comcast.com/privacy-statement) (or any successor URL).

#### **9A.2 Privacy Note Regarding Information Provided to Third Parties.**

Comcast is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

### **ARTICLE 10. PROHIBITED USES**

**10.1 Resale.** Except as otherwise provided in the General Terms and Conditions, 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 Services or any component thereof.

**10.2 Use Policies.** Customer agrees to ensure that all uses of the Comcast Equipment and/or the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Comcast's ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that Customer's use of the Service interferes with or endangers the health and/or safety of Comcast personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on Comcast's web site(s) at [business.comcast.com/customer-](http://business.comcast.com/customer-)

notifications/acceptable-use-policy (or any successor URL) or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Comcast may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

**10.3 Violation.** Any breach of this Article 10 shall be deemed a material breach of this 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 this Agreement.

**ARTICLE 11. SERVICE CREDITS**

**11.1 Credit Allowances.** Unless otherwise addressed in a service level agreement attached to this Agreement, Comcast will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to Comcast, a trouble ticket is opened, and the Service is released to Comcast for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

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

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. To qualify, Customer must request the Credit from Comcast within 30 days of the Service Interruption.

**11.2 Exceptions to Credit Allowances.** Except as otherwise provided in the General Terms and Conditions, a Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without

limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Comcast failure to meet the objectives of the Services.

**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** 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, nor 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 a cable franchise(s) in which the Services 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.** Except as otherwise provided in this Agreement, 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, 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 One Comcast Center, 1701 JFK Blvd., 20 FL, Philadelphia, PA 19103, Attn: Vice President of Business Services Sales Operations, with a copy to: Comcast Cable Communications Management, LLC, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, Attn.: Senior Vice President & General Counsel. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect>. Comcast may update the URL from time to time, and the updated URL shall be deemed effective immediately upon posting, with or without actual notice to Customer.

**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 the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this 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 this Agreement or this Agreement's form. No modification to the form or this Agreement 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 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and

adverse to either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

**13.7 Construction.** In the event that any portion of this 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 this 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 this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

**13.9 Choice of Law.** The domestic law of the state in which the Services are 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.

**13.13 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.

**13.14 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.

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## ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICES

**In addition to Articles 1 through 13 above, Articles 14 and 15A are specifically applicable to Internet Service:**

**ARTICLE 14: WEB HOSTING.** Web hosting services are no longer offered as an Internet Service option. The following terms apply to current Customers with existing web hosting services:

**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 Customer's 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).

**14.3 Web Site Backup and Restoration.** Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) 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 14A: PROVISION OF SERVICE/USE.**

**14A.1** Subject to the terms and conditions herein, Internet Services are intended for commercial use only. Customer is prohibited from reselling Hospitality Internet Services, except that Customer may use such Services to provide internet service to its short-term lodging accommodation end users. Comcast shall provide Hospitality Internet Service to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Internet Services on the customer-side of the demarcation point.

**14A.2 Microsoft Hosted Exchange Service.** Microsoft Hosted Exchange service (HEX) is no longer offered as an Internet Service option. Current Customers receiving HEX with active email use, will be migrated to Microsoft Office 365 (O365)

by Comcast, and will receive such service pursuant to the Microsoft end user license agreement found at <https://www.microsoft.com/enus/legal/intellectualproperty/copyright/default.aspx>, and billed by Comcast pursuant to Article 3.2, herein.

**ARTICLE 15. DOMAIN NAME REGISTRATION.** Domain name registration is no longer offered as an Internet Service option. The following terms apply to Customers who purchased domain name registration services from Comcast:

**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, and non-transferable right to specify and append a sub-domain name to Comcast's prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. Comcast does not represent that Customer's selected sub-domain name will be available. Customer receives no right to Comcast's domain name other than as specifically stated in this Article 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.

**ARTICLE 15A: STATE-SPECIFIC PROVISIONS APPLICABLE TO INTERNET SERVICE**

**15A.1 Service Interruption.**

(1) **Montgomery County, MD Customers.** Under its franchise with Montgomery County, MD, Comcast has the following rebate policy: In the event of an Internet Service Interruption (loss of cable modem service) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers Customer the next available repair

appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a prorated credit for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. Customer may contact Comcast at (301) 424-4400.

#### **ARTICLE 15B: ADDITIONAL TERMS APPLICABLE TO BASIC WI-FI SERVICE (INCLUDING WI-FI HOTSPOT SERVICE) AND ENHANCED WI-FI SERVICE**

**In addition to Articles 1 through 13, Articles 14A and 15A above, Article 15B is specifically applicable to Private Wi-Fi ("Private Wi-Fi Service"), Public Wi-Fi service (including Hot Spot Service, "Public Wi-Fi Service")(collectively "Basic Wi-Fi Service"), and Enhanced Wi-Fi service (collectively with Basic Wi-Fi Service, "Wi-Fi Services") offered by Comcast:**

**15B.1 Limitation.** Customer may order Wi-Fi Service to provide Internet connectivity to certain areas of the Service Location as further described below. Wi-Fi Service is not intended for use within residential dwellings. To order and retain Wi-Fi Service with Comcast, Customer must have Comcast Internet Service at the applicable Service Location. Comcast shall have no liability for loss of Wi-Fi Service which results from Customer's failing to maintain Internet Service at the Service Location.

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

(c) Enhanced W-Fi Service may be ordered in lieu of Private Wi-Fi Service and includes managed private and public wi-fi service, and Public Wi-Fi Service.

**15B.2 Term and Termination.** Wi-Fi Service is offered on a month to month basis. Customer shall have the right to terminate Wi-Fi Service, at any time, for any reason, upon thirty (30) days prior written notice to Comcast, subject to payment of all outstanding amounts due for the Wi-Fi Service, if any, and the return of any and all Comcast Equipment. Termination of Wi-Fi Service is not subject to Termination Charges. Wi-Fi Service will terminate simultaneously with Customer's Internet Service.

**15B.3 Supplemental Terms.** Comcast agrees to provide Wi-Fi Service pursuant to the Terms and Conditions herein and the supplemental Wi-Fi Terms and Conditions located at [business.comcast.com/terms-conditions-smb](http://business.comcast.com/terms-conditions-smb) ("Wi-Fi Terms and Conditions"). Comcast may at its sole option change or modify the Wi-Fi Terms and Conditions, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast website at the above URL. The Revisions are effective upon posting.

**15B.4 Service Charges.** Basic Wi-Fi Service is provided to Customer by Comcast at no additional charge. Comcast reserves the right to impose a service charge for Basic Wi-Fi Service upon thirty (30) days advanced written notice to Customer. Enhanced Wi-Fi Service is provided by Comcast to Customer for a monthly recurring charge as set forth or referenced in the applicable Service Order(s) or invoiced by Comcast.

**15B.5 Indemnification.** In addition to the general indemnification obligations set forth herein, Customer shall indemnify, defend and hold harmless Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from and against any and all claims (i) asserted by or on behalf of any Wi-Fi end user of the Wi-Fi Service; (ii) arising out of the use of the Wi-Fi Service.

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#### **ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES SERVICE**

**In addition to provisions 1 THROUGH 13 above, the following Articles 16 through 20 are specifically applicable to Voice Services.**

#### **ARTICLE 16: USAGE BILLING**

16.1 Voice Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g. outbound, international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

16.2 Except as otherwise provided in these General Terms and Conditions, Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

16.3 Notwithstanding anything to the contrary in the Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast or its Associated Parties, as if such a call were answered by the called party, Comcast will charge Customer for a completed call. Voice Service pricing lists and fees can be found at [www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html](http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdvbusiness.html).

Except as otherwise prohibited by law, calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute. Comcast reserves the right to round up any and all Voice Service invoice amounts to the nearest one (1) cent.

## **ARTICLE 17: USE POLICY**

**17.1 Additional Use Restrictions.** Except as otherwise provided in the General Terms and Conditions, Voice Service may only be used at Service Location(s) where such service is installed by Comcast. Customer understands and acknowledges that if Customer attempts to install or use the Comcast Equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves Voice Service to another location without first notifying Comcast. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitations or polling), fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Comcast determines, in its sole discretion, that Customer's use of Voice Service is excessive or in violation of this Agreement, Comcast reserves the right, among other things, to terminate or modify Voice Service immediately and without notice.

**17.2 Use of Hospitality Voice Service.** Each Hospitality Voice Service Customer is prohibited from reselling Hospitality Voice Service, except that Customer may use such Service to provide voice service to its short-term lodging accommodation end users. Comcast shall provide Hospitality Voice Service to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Voice Service on the customer-side of the demarcation point. Customer is responsible for all Hospitality Voice Service charges incurred by such end users.

### **ARTICLE 17A: SERVICE LIMITATION**

**17A.1 Disruption of Service.** Customer acknowledges and understands that Voice Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power is interrupted and Customer-provided Equipment and/or Comcast Equipment does not have a functioning backup power. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Voice Service, including calls to 911, will not function until normal power is restored. Customer also understands that certain online features of Voice Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

**17A.2 Provision of Service.** Subject to the terms and conditions herein, Voice Service is intended for commercial use only.

**17A.3 Nomadic Functionality of certain Voice Service and Comcast Equipment.** Comcast may sell or provide certain Voice Service and Comcast Equipment with nomadic functionality. In such an event, Customer agrees to comply with all user guides, requirements and instructions provided by Comcast, including without limitation, updating the Service Location associated with

the nomadic Voice Service or Comcast Equipment. Customer updates to the Service Location must be made a minimum of 72 hours prior to moving nomadic Services and/or Comcast Equipment to ensure the records update is in place by the time of the relocation.

### **ARTICLE 17A.4: BLOCKED COUNTRIES – FRAUD PREVENTION**

In order to prevent international long distance fraud and reduce toll-fraud risks to Voice Service customers, Comcast blocks call access to the following countries for all Voice Services: Comoros Islands; Djibouti; Eritrea; Guinea; Guinea Bissau; Guyana; Ivory Coast; Liechtenstein; Maldives; Moldova; Niue Island; Sao Tome; Senegal; Sierra Leone; Somalia; Suriname; Tuvalu; Vanuatu; Yemen; and Zimbabwe. Customers may still make calls to the foregoing countries by making operator assisted calls, which may be subject to an additional fee.

### **ARTICLE 18: LIMITATIONS OF 911/E911**

**18.1 Limitations.** Voice Service includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.

**18.2 Correct Address. MANY STATES REQUIRE BUSINESSES USING MULTI-LINE TELEPHONE SYSTEMS TO PROGRAM THEIR SYSTEMS TO TRANSMIT SPECIFIC LOCATION INFORMATION FOR (E.G., OFFICE NUMBER, ROOM NUMBER, FLOOR LEVEL, OR DIRECTIONAL QUADRANTS WITHIN INDIVIDUAL BUILDINGS, OR STREET ADDRESS FOR MULTI-LINE SYSTEMS THAT SERVE MULTIPLE DISCRETE BUILDINGS) 911 CALLS. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT IT, AND NOT COMCAST, BEARS SOLE RESPONSIBILITY TO ENSURE THAT IT IDENTIFIES AND COMPLIES WITH ALL SUCH APPLICABLE LAWS, AND ANY FAILURE TO DO SO IS A BREACH OF THE AGREEMENT.** In order for 911/E911 calls to be properly directed to emergency services, Comcast must have Customer's correct Service Location address. If Customer moves Voice Service to a different Service Location without obtaining Comcast's approval and providing the correct information to Comcast, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact Comcast before moving Voice Service to a new Service Location, or a new location within a Service Location. Subject to Article 20C.6, Customer acknowledges that 911 calls from nomadic Comcast Equipment assigned to the same telephone number will reach the emergency authority associated with the registered Service Location.

Customer taking Enhanced Voice Service and/or Trunk Service is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the system as necessary to reflect moves or additions of stations within the Service Location. Enhanced

Voice Service updates can be made through the Business VoiceEdge™ web portal by the User or Group Administrator or by calling Customer Care. Updates to Enhanced Voice Service take up to seventy-two (72) hours to complete.

**18.3 Service Interruptions.** Customer acknowledges and understands that Voice Service uses the electrical power in Customer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated Customer-provided Equipment and/or Comcast Equipment is not installed, fails, or is exhausted after several hours. Customer is urged to arrange for their own backup power supply. The duration of Voice Service during a power outage will depend, among other things, on Customer's backup power choice and proper configuration of the Customer's disaster recovery features. Comcast bears no responsibility for such loss of Voice Service.

**18.4 Network Facilities.** Calls, including calls to 911/E911, may not be completed if Customer exceeds its Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

**18.5 911/E911 Limitations for Nomadic users.** Comcast only supports 911/E911 calls in those areas of the U.S. where Comcast can direct Customer's 911 calls to the appropriate PSAP in a manner consistent with applicable laws, rules and regulations, including, without limitation, FCC rules and requirements. Customer acknowledges that 911 calls from nomadic Comcast Equipment will reach the emergency authority associated with the original registered Service Location unless Customer updates the Service Location address as described in Article 18.2. Comcast will be unable to register any Service Location provided in conjunction with the use of nomadic Voice Service and/or Comcast Equipment that is outside its 911/E911 Voice Service support area. In such circumstances, Customer will be required to use an alternative means of accessing 911/E911.

**18.6 Customer-initiated 911 Testing.** If Customer chooses to make test calls to 911, it agrees to obtain prior approval from the relevant state and or local emergency communications authority and assumes all responsibility for the placement of such calls.

**18.7 Suspension and Termination by Comcast.** Customer understands and acknowledges that Voice Service, including 911/E911, as well as all online features of Voice Service, where Comcast make these features available, will be disabled if Customer's account is suspended or terminated.

**18.8 LIMITATION OF LIABILITY AND INDEMNIFICATION.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES,

FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

## **ARTICLE 19: VOICE EQUIPMENT REQUIREMENTS**

**19.1 MTA.** To use Voice Service, Customer may need a multimedia terminal adapter ("MTA"), application layer gateway ("ALG"), analog telephone adapter ("ATA") or other adapter device. Customer can lease an MTA from Comcast, in which case it will be Comcast Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

**19.2 Incompatible Equipment and Services.** Customer acknowledges and understands that certain Voice Service may not support or be compatible with:

- (a) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Comcast as compatible with Voice Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- (d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- (f) Other call types not expressly set forth in Comcast's product literature (e.g., outbound shore-to-ship calling).

Customer's attempt to use any such systems in connection with Voice Service is solely at its own risk and Comcast shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

## **ARTICLE 20: ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY FOR VOICE SERVICE**

**20.1 Limitations on Comcast's Liability for Directories and Directory Assistance for Voice Service Customers.** THESE LIMITATIONS SHALL APPLY WHERE COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME,

ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF COMCAST MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

**20.2 Customer Information.** Comcast and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with our storage policies. Customer understands and acknowledges that Comcast shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

#### **ARTICLE 20A: ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICE**

**In addition to Articles 1 THROUGH 13 and Articles 16 THROUGH 20, the following Article 20A is specifically applicable to Toll Free Service offered by Comcast:**

**20A.1 Limitation.** Customer may order Toll Free Service. In order to purchase and retain Toll Free Service with Comcast, Customer must have Voice Service, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's Comcast account, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toll free carrier; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, Comcast will disconnect the TFN. Comcast shall have no liability for loss of Toll Free Service which results from Customer failing to take immediate action as indicated above.

**20A.2 Term and Termination.** Toll Free Service is offered on a month to month basis. Customer shall have the right to terminate

Toll Free Service, at any time, for any reason, upon thirty (30) days prior notice to Comcast, subject to payment of all outstanding amounts due for the Toll Free Service and the return of any and all Comcast Equipment. Termination of Toll Free Service is not subject to Termination Charges. Toll Free Service will terminate simultaneously with Customer's Voice Service.

**20A.3 Authorization.** When ordering Toll Free Service, as set forth or referenced in each applicable Service Order Customer authorizes Comcast to act as its agent in initiating and provisioning such Toll Free Service.

#### **ARTICLE 20B: ADDITIONAL TERMS APPLICABLE TO TRUNK SERVICE**

**In addition to Articles 1 THROUGH 13 and Articles 16 THROUGH 20, the following Article 20B is specifically applicable to Trunk Service offered by Comcast:**

##### **20B.1 Additional E911 Limitations - Trunk Services.**

(a) Comcast offers the opportunity for Customers to designate up to 1000 different areas within their premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, room number, cubicle number, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide location information for each zone exactly as it should appear to the 911 call taker. For each requested area, up to 1000, Customer will receive a phone number that Comcast will register in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary, including notifying Comcast of such changes, to reflect moves or additions of stations within the premises. Customer agrees to cooperate with requests from Comcast to verify or update 911 Emergency Location Information within ten (10) business days of such a request.

(b) Customer acknowledges and understands that it, and not Comcast, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Comcast Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than ten different location identifiers or other features not currently offered under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Trunk Services from Comcast.



(c) Comcast will post only the main billing telephone number in the 911 database or databases using Customer's billing address as the registered Service Location, unless Customer requests the assignment of Emergency Location Information as set forth above.

#### **20B.2 Customer Responsibility for Telephone Equipment**

(a) Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Comcast will support N11 dialing service in areas where the service is made available by the local municipality. Customer also acknowledges and accepts that Comcast does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

**20B.3 Trunk Service Billing Increments.** Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with Trunk Service will be billed on basis of six (6) second increments with a minimum call duration of six (6) seconds. For purposes of this section, "domestic" means calls within the continental United States.

(b) **Pooled Minutes.** Each channel purchased in connection with Trunk Service includes a monthly allotment of 200 minutes of domestic long distance. These minutes shall be pooled at the Service Location level within an account. Any usage in excess of the earned amount shall be considered overage and be rated at the then current rate. Unused minutes expire at the end of the billing period and are not carried forward or otherwise creditable to Customer's account.

#### **20B.6 Service Level Agreement**

Comcast's liability for Trunk Service performance shall be limited to the amounts set forth in the Service Level Agreement ("SLA") found at the Comcast website at <https://business.comcast.com/terms-conditions-smb>. Comcast may change or modify the SLA ("SLA Revisions") by posting such SLA Revisions to the Website. The SLA Revisions are effective upon posting to the Website.

#### **ARTICLE 20C: ADDITIONAL TERMS APPLICABLE TO ENHANCED VOICE SERVICE**

**In addition to Articles 1 THROUGH 13, Articles 16 THROUGH 20, the following Article 20C is applicable to Enhanced Voice Service offered by Comcast, specifically Business VoiceEdge™ (formerly Managed Business Class Voice Service) and Branch Office Voice Service:**

**20C.1 Limitation.** In order to purchase and retain Enhanced Voice Service with Comcast, Customer must have Internet Service. Enhanced Voice Services will not operate if Customer terminates Internet Service or has improperly set the Disaster Recover feature at any time during the Enhanced Voice Services Term. Comcast shall have no liability for loss of Enhanced Voice Service which results from Customer terminating Internet Service or due to feature misconfiguration.

**20C.2 Termination Charges.** Termination Charges will also be imposed by Comcast if, prior to the end of the applicable Service Term, Customer fails to sustain the required Enhanced Voice Service order minimum, as identified on the applicable Service Order. Such failure to sustain the minimum order will be considered a Customer-initiated termination for convenience (without cause). Comcast will continue to serve the remaining Enhanced Voice Service Order, until such service is terminated pursuant to the terms of the Agreement.

**20C.3 Additional E911 Limitations - Enhanced Voice Service (Teleworking users).** Comcast Equipment available for use with Enhanced Voice Service is intended for primary use at Customer's registered Service Location. However, such equipment may operate from any location where Customer or Customer's authorized end user is able to access a broadband connection. In order for 911/E911 calls to be properly directed to emergency services from such Comcast Equipment, Customer must update the Service Location as instructed in Article 18.2, above.

#### **20C.4 Additional Equipment Requirements - Enhanced Voice Service**

a) **Network Hardware Equipment.** To use the Enhanced Voice Service, Customer may need in addition to an MTA (as referenced above), an Enterprise Services Gateway ("ESG") or other adapter device. Customer can lease an ESG from Comcast, in which case it will be Comcast Equipment. Mean Time to Repair (MTTR) information may be found on the Website. Comcast may update the Website documents and/or URL from time to time.

b) **Premise Hardware Equipment.** To use the Enhanced Voice Service, Customer may need an IP phone handset, conference device, or analog telephone adapter ("ATA") or other adapter device. Customer can lease an IP Phone, conference device or ATA from Comcast, in which case it will be Comcast Equipment. Comcast supports next business day ("NBD") replacement for devices Comcast determines need replacement.

**20C.5 Service Level Agreement.** Comcast's liability for Enhanced Voice Service performance shall be limited to the amounts set forth in the Service Level Agreement ("SLA") found at the Comcast website at <http://business.comcast.com/terms->

conditions/index.aspx. Comcast may change or modify the SLA (“SLA Revisions”) by posting such SLA Revisions to the Website. The SLA Revisions are effective upon posting to the Website.

#### **ARTICLE 20D: ADDITIONAL TERMS APPLICABLE TO REMOTE CALL FORWARDING SERVICE**

**In addition to Articles 1 THROUGH 13, Articles 16 THROUGH 20, the following Article 20D is applicable to Remote Call Forwarding Service offered by Comcast:**

**20D.1 Limitation.** In order to purchase and retain Remote Call Forwarding Service with Comcast, Customer must have Voice Service, and must map each Remote Call Forwarding telephone number (“RCFTN”) to a Voice Service telephone number (“Associated TN”). If Customer terminates an Associated TN at any time during the Remote Call Forwarding Service term, Customer must immediately: (1) map the applicable RCFTN to another Digital Voice telephone number on Customer’s Comcast account, (2) purchase a new Digital Voice telephone number to map to the RCFTN, (3) port out the RCFTN to another carrier if feasible; or (4) disconnect the RCFTN. If Customer fails to take immediate action as indicated above, Comcast will disconnect the RCFTN. Comcast shall have no liability for loss of Remote Call Forwarding Service which results from Customer failing to take immediate action as indicated above.

**20D.2 Term and Termination.** Remote Call Forwarding Service is offered on a month to month basis. Customer shall have the right to terminate Remote Call Forwarding Service, at any time, for any reason, upon thirty (30) days prior notice to Comcast, subject to payment of all outstanding amounts due for the Remote Call Forwarding Service and the return of any and all Comcast Equipment. Termination of Remote Call Forwarding Service is not subject to Termination Charges. Remote Call Forwarding Service will terminate simultaneously with Customer’s Voice Service.

**20A.3 Authorization.** When ordering Remote Call Forwarding Service, as set forth or referenced in each applicable Service Order Customer authorizes Comcast to act as its agent in initiating and provisioning such Remote Call Forwarding Service.

#### **ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICES AND PUBLIC VIEW VIDEO SERVICES**

**In addition to provisions 1 THROUGH 13 above, the following Articles 21 through 25 are specifically applicable to Video Services and Public View Video Services:**

#### **ARTICLE 21: LIMITATION OF SERVICE.**

**21.1 Redistribution Limitation.** Customer hereby acknowledges and agrees that Comcast does not have the absolute right to distribute pay-per-view video programming (including programming such as sporting events) and certain premium video services to commercial establishments. Therefore, Customer agrees that it shall not exhibit nor assist in the exhibition of any such programming unless explicitly authorized to do so, in

advance and in writing, by Comcast and the applicable program or event distributor. In requesting such explicit authorization, Customer agrees to identify itself as a commercial establishment. Customer shall not, and shall not authorize or permit any other person to, and shall take all reasonable measures to prevent (e.g. encryption) (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of Video and/or Public View Video (or any part thereof); (ii) transmit Video and/or Public View Video (or any part thereof) by any television or radio broadcast or by any other means or use Video and/or Public View Video (or any part thereof) outside of the Service Location(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any Comcast Equipment from another location to any Service Location, or from any Service Location to any other location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Video and/or Public View Video at any Service Locations.

**21.2 Additional Licenses.** Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the Service Location(s) at the time Video and/or Public View Video (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of Video and/or Public View Video (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into Video and/or Public View Video, or interrupt any performance of Video and/or Public View Video for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Service Location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad-casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.

**21.3 Provision of Service: Video Services Only.** Video Service, including without limitation HD DVR service, is for private commercial viewing venues only, and is not for use in public viewing areas such as bars, restaurants, fitness centers or at residential addresses. Further, Customer acknowledges and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. As to Video Service only, Comcast may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. Comcast shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

**21.4 Additional Sets.** Customer agrees not to add additional sets or disturb, alter or remove any portion of the Comcast Equipment. Any unauthorized connection or other tampering with Video, Public View Video or Comcast Equipment shall be cause for disconnection of the applicable Service, legal action and Comcast shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

**21.5 Installation of Advanced Equipment.** In the event Comcast agrees to install or allow Customer to install certain advanced equipment (i.e. Q2Q devices), Customer acknowledges that Video Service and/or Public View Video Service will be delivered to the demarcation point at the Service Location(s). Customer shall be responsible for any and all facilities, equipment and/or devices required to use Video Service or Public View Video Service on the Customer-side of the demarcation point, and depending on the configuration of the Customer-side Service Location infrastructure, certain components of the Video Service or Public View Video Service may be unavailable. Notwithstanding Customer's use of facilities, equipment and/or devices on the Customer-side of the demarcation point, Customer shall comply with all obligations and restrictions regarding Video Service or Public View Video Service contained in this Agreement.

## **ARTICLE 22: VIDEO INDEMNIFICATION**

In addition to the indemnification obligations contained elsewhere in this Agreement, Customers using Video and/or Public View Video agree to indemnify and hold Comcast harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses for claims relating to or resulting from the unauthorized distribution and/or exhibition of the Video and/or Public View Video, including without limitation, pay-per-view video programming and premium video services.

## **ARTICLE 23: STATE-SPECIFIC PROVISIONS APPLICABLE TO VIDEO SERVICE AND PUBLIC VIEW VIDEO SERVICE.**

### **23.1 Disruption of Service.**

(a) **Connecticut Customers.** In the event of an interruption of Video or Public View Video of more than twenty-four (24) consecutive hours and of which Comcast has received actual notice, a credit will be issued to Customer's Video and/or Public View Video monthly service charges for the length of time such Service was interrupted.

(b) **New York Customers.** In the event of an interruption of Video or Public View Video Service for at least four (4) hours between 6:00pm and 12:00am, except for emergency notice events, a credit equal to one day will be issued to Customer's Video or Public View Video monthly service charges. If Customer's Video or Public View Video is interrupted for less than four (4) hours or outside of the hours of 6:00pm and 12:00am, please call 1-860-827-2622 to request a credit.

(c) **Vermont Customers.** In the event of an interruption of Video or Public View Video for more than twenty-four consecutive hours and of which Comcast has received actual notice, Comcast will issue a credit to Customer's Video or Public View Video monthly service charges for the total period of the interruption in an amount proportionate to Customer's regular monthly service charge. If Comcast has not been made aware of the interruption, Customer must call 1-860-827-2622 to request a credit.

**23.2 Regulatory Contact Information.** Customer may contact the Comcast corporate offices at One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103 with concerns and complaints.

(a) **Connecticut Customers.** If Comcast is unable to resolve Customer's problem, Customer may contact the Connecticut Department of Utility Control at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.

(b) **Maine and New Hampshire Customers.** The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce Consumer Protection laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair and deceptive practices of a cable company to:

Maine – Office of the Attorney General, Department of Consumer Fraud and Antitrust, State House Station #6, Augusta, ME 04333.

New Hampshire – Office of the Attorney General, Department of Consumer Fraud and Antitrust, 25 Capital Street, Concord, NH 03301.

(c) **Maryland Customers.**

Montgomery County, MD Customers - Under its franchise with Montgomery County, Comcast has the following rebate policy: In the event of a Video or Public View Video Service Interruption (loss of picture or sound of one or more channels to any customer) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers Customer the next available repair appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a credit of 10% of your normal monthly bill for Video or Public View Video for each 24-hour period, or segment thereof that the Service Interruption continues beyond the scheduled repair call. Customers may contact Comcast at (301) 424-4400.

Prince Georges County, MD Customers - In the event of a Video or Public View Video Service Interruption (loss of picture or sound of one or more channel to any customer) lasting between two (2) and six (6) hours, Customer shall be entitled upon request, to a pro-rata credit for such Service interruption. In the event of a Service Interruption lasting between six (6) and twenty-four (24)

consecutive hours, Customer shall be entitled to a pro-rata credit equal to one day of Customer's monthly Service charge.

(d) **Massachusetts Customers.** In addition to the above, Customer may contact its local franchise authority: the Consumer Division of the Department of Telecommunications and Energy toll free at 1-800-392-6066 or write to the DTE at One South Station, Boston, MA 02110.

(e) **New York Customers.** If Comcast is unable to resolve Customer's problem, Customer may their local government or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Service**, Three Empire State Plaza, Albany, NY 12223-1350.

(f) **Vermont Customers.** The Vermont Department of Public Service can provide assistance in the resolution of consumer complaints. Customers should file complaints with the Customer Hotline at 1-800-622-4496.

### **23.3 Billing Questions.**

(a) **Sacramento, CA Customers.** If there are any billing errors or other requests for credit, Customer must inform Comcast within sixty (60) days of the time Customer receives the disputed bill, unless applicable law provides for a longer period which cannot be waived or otherwise modified. Comcast will investigate and respond to all complaints within five (5) business days of the receipt of the complaint. In some cases, an investigation might require a search of historical records that could take up to fourteen (14) business days. If Customer believes a payment was made which was not credited to Customer's account, a copy of a cancelled check or money order may be required and the disputed amount will be set aside for up to fourteen (14) days while Customer gather that documentation.

### **23.4 Access to Customer's Premises, Credit for Missed Appointments.**

(a) **West Bay and San Francisco, CA Customers.** If Comcast fails to keep a scheduled Video or Public View Video appointment, Comcast will credit Customer's account with either free installation or a service call free of charge if the appointment was for an installation or service call for which a fee was to be charged, or a minimum credit of \$20.

(b) **Sacramento, CA Customers.** If Comcast fails to keep a scheduled appointment, Comcast will credit Customer's account with one (1) month of Limited Commercial Basic up to a maximum credit equal to one month of the Standard Commercial Cable price.

### **23.5 Remedies for Late Payment/Non-payment.**

(a) **Maryland Customers.** If Customer fails to make any required payment for the Video or Public View Video Services by the payment due date or pays less than the full amount due for

such Services, Comcast may bill fees, charges and assessments related to late payments or non-payments.

(1) EACH MARYLAND CUSTOMER WILL BE ASSESSED A LATE FEE OF \$5.00 PER MONTH FOR EACH VIDEO OR PUBLIC VIEW VIDEO SERVICE ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.

(2) **Montgomery County, MD Customers Only.** CUSTOMER WILL BE ASSESSED A LATE FEE OF \$4.00 PER MONTH FOR EACH VIDEO OR PUBLIC VIEW VIDEO SERVICE ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.

### **23.6 Provisions specific to Prince Georges County, MD Video or Public View Video Customers.**

(a) **Deposits.** If Comcast disconnects Customer's Video or Public View Video Service(s) or is otherwise required under applicable law to a refund of any deposit, Comcast shall within thirty (30) days or Customer's next billing cycle, whichever is earlier, return a sum equal to the deposit(s) Customer paid (without interest unless otherwise required by law) minus any amounts due on Customer's account (including without limitation, any amounts owed for Services or for any Comcast Equipment that is damaged, altered, or not returned).

(b) **Termination of Video or Public View Video Service by Customer.** All applicable fees and charges will accrue until the termination of this Agreement or the date Customer requests the Services to be disconnected, whichever is earlier.

## **ARTICLE 24: CHARGES**

Comcast may modify the charges for Video Services and/or Public View Video Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel Video Services and/or Public View Video Service without further liability beyond the termination date. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Video Service and/or Public View Video Service pricing.

## **ARTICLE 25: VIDEO SERVICE STREAMING**

To the extent Comcast provides Customer with the ability to stream the Video Services, Customer acknowledges and agrees that (i) such streaming functionality may only be used by Customer's employees at the applicable Service Location(s) on Approved Devices, (ii) Customer may register up to four hundred (400) Approved Devices; provided, that, the Video Services may be streamed on no more than five (5) such devices at any given time, (iii) the streamed video shall be used solely for private viewing purposes and shall not be displayed for public viewing (either in whole or in part), including, but not limited to, in any common areas and/or conference rooms and (iv) Customer shall not, and shall cause its employees not to, (A) stream, display or

transmit the Video Services outside of the applicable Service Location(s) or (B) distribute the Video Services from the Customer-side of the demarcation point via a virtual private network. The following are "Approved Devices" (unless Comcast notifies Customer otherwise): (I) a PC or Apple laptop or desktop computer and (II) a tablet and/or smart phone with an iOS or Android operating system.

## **ADDITIONAL TERMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICES**

**In addition to provisions 1 THROUGH 13 and provisions 21 THROUGH 25 above, the following Article 26 is specifically applicable to Public View Video Services:**

### **ARTICLE 26: PROVISION OF SERVICE - PUBLIC VIEW VIDEO**

Subject to the terms and conditions herein, Public View Video Service is intended for use in commercial, public viewing areas such as bars and restaurants. Customer acknowledges and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Comcast may in its discretion make additions, deletions or modifications to its Public View Video channel line-up without liability to Customer or anyone claiming through Customer. In the event Comcast makes a material change to the Public View Video channel line-up, Customer will have thirty (30) days from the date of the material channel lineup change to cancel Public View Video Service without further liability beyond the termination date. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Public View Video channel lineup. Comcast shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

## **ADDITIONAL TERMS APPLICABLE TO HOSPITALITY VIDEO SERVICES**

**In addition to provisions 1 THROUGH 13, 21.1, 21.2, 21.4, 21.5, 22 THROUGH 26 above, the following Articles 27 and 28 are specifically applicable to Hospitality Video Services. For purposes of the above provisions, Video Service shall also mean Hospitality Video Service.**

### **ARTICLE 27: PROVISION OF SERVICE - HOSPITALITY VIDEO SERVICES**

27.1 Customer may, subject to the terms and conditions contained herein, offer Hospitality Video Services solely to its hospitality in-room guest at the Service Location(s) (each a "Customer Guest"); provided, that, notwithstanding the foregoing, Hospitality Video Services shall not be used, or made available to any Customer Guest, in public viewing areas such as bars, restaurants, fitness centers or at residential addresses. Further, Customer acknowledges and agrees that Comcast has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any,

shall be made available. As to Video Service only, Comcast may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. Comcast shall not be liable for failure to deliver any programming, which is caused, by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

27.2 Comcast shall provide Hospitality Video Service to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Video Services on the Customer-side of the demarcation point, and depending on the configuration of the Customer-side Service Location infrastructure, certain components of the Hospitality Video Service may be unavailable. Notwithstanding Customer's use of facilities, equipment and/or devices on the Customer-side of the demarcation point, Customer shall comply with all obligations and restrictions regarding Video Service contained in this Agreement.

### **ARTICLE 28: RESETTING OF X1 TV BOXES**

28.1 Customer acknowledges that unless the X1 TV Boxes used by a Customer Guest are reset to their X1 default settings, certain activity of, information provided by, and/or content accessed by, such Customer Guest in connection with its use of the Hospitality Video Service may be viewable and/or accessible by subsequent Customer Guests that are provided with access to such X1 TV Boxes. Customer shall be solely responsible for resetting any X1 TV Boxes used by a Customer Guest to their X1 default settings and Comcast shall have no obligation to reset any such X1 TV Boxes.

28.2 If the Hospitality Video Services provided to Customer pursuant to this Agreement enables a Customer Guest to access certain content upon the provision of personal information (e.g., Netflix, YouTube, etc.), including, but not limited to, by way of providing login information such as a username and/or passwords, then upon, or as soon as reasonably possible after, check-out by a Customer Guest, any X1 TV Box to which such Customer Guest had access shall be reset by Customer to its X1 default settings; provided, that, Customer shall, in all events, reset any such X1 TV Box prior to the time that another Customer Guest is provided with access thereto.

28.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY FAILURE TO RESET ANY X1 TV BOX. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES) THAT COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR, INCLUDING ANY SUCH LOSSES, DAMAGES, FINES, PENALTIES, COST AND/OR EXPENSES COMCAST AND/OR ITS ASSOCIATED PARTIES MAY INCUR IN AN ACTION BROUGHT BY OR ON BEHALF OF A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, ANY

CUSTOMER GUEST), ARISING OUT OF, OR RELATING TO, (I) THE RESETTING OF, OR THE FAILURE TO RESET, ANY X1 TV BOX USED BY, OR MADE AVAILABLE TO, A CUSTOMER GUEST AND/OR (II) CUSTOMER'S BREACH OF ARTICLE 28.2.

## **ADDITIONAL TERMS APPLICABLE TO SECURITYEDGE SERVICES**

**In addition to provisions 1 THROUGH 13, the following Article 29 is applicable to SecurityEdge Services.**

29.1 The SecurityEdge Service is designed to prevent customers' Internet connected devices from accessing malicious or unwanted Internet domains. Customer acknowledges and agrees that SecurityEdge is not an antivirus or firewall software and will not protect against inbound attacks on Customer's network. SecurityEdge will not block an Internet domain unless (i) Comcast has determined, in its sole discretion, that such Internet domain is potentially malicious or (ii) Customer has configured its web filtering policies to prevent access to such Internet domain or category of Internet domains in which such Internet domain may be included. Customer shall be solely responsible for configuring its web filtering policies and Comcast shall have no responsibility, or liability, with respect to the same.

29.2 Where enabled by Customer, the SecurityEdge Service is designed to prevent access to applicable Internet domains solely with respect to Internet connected devices that access the Internet at the Service Location(s) through Comcast Business Internet. Notwithstanding the foregoing, SecurityEdge will not prevent an Internet connected device from accessing Internet domains if such device (i) is connected to the Internet via a public Wi-Fi network, including one provided by Comcast (e.g., xfinitywifi), (ii) is connected via direct IP-to-IP communication (including via virtual private network technology) or (iii) is connected via non-Comcast DNS server(s). Additionally, certain features such as customized web filtering will not be available if connected via Comcast Business Connection Pro.

29.3 Customer's third-party applications and services that use TCP/UDP port-53 (i) may not be compatible with SecurityEdge, which may result in such third-party applications and services not functioning properly and (ii) may affect Comcast Services (including Business Internet). Comcast shall not be liable for any performance issues (including with respect to Comcast Services) related to Customer's use of such third-party applications and services.

## **ADDITIONAL TERMS APPLICABLE TO CONNECTION PRO**

**In addition to provisions 1 THROUGH 15, the following Article 30 is applicable to Connection Pro Services.**

30.1 In order to receive Connection Pro Service at a Service Location, Customer must have Comcast's Business Internet Service at such Service Location. Connection Pro Service is intended solely to provide automatic 4G LTE Internet back up at

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the Service Location(s) for which Customer has ordered Connection Pro Service(s) in the event Customer's Business Internet Service at such Service Location(s) is unavailable. Customer acknowledges and agrees that, without limitation to any other provision in this Agreement, the Connection Pro Service may not be used at any location other than the Service Location(s) for which the Connection Pro Service was ordered, and Customer shall not move, rearrange, disconnect, remove, transport or use the Comcast Equipment provided in connection with the Connection Pro Service at any location other than such Service Location(s).

## **ADDITIONAL TERMS APPLICABLE TO REMOTE WORKER SERVICES**

**In addition to Articles 1 through 13 above, the following Article 31 is applicable to Remote Worker Services.**

31.1 "Remote Worker(s)" means Customer's employee(s) that are receiving Comcast Services at such employee's residential address.

31.2 Comcast may, in its sole discretion, remove or change Comcast Equipment provided in connection with the Services. Customer shall cause its Remote Workers not to move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with Comcast Equipment, and shall cause its Remote Workers not to use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) cause its Remote Workers to provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its Remote Workers acts or omissions, or by fire, theft, or other casualty at the Service Locations (including any Remote Worker Service Locations), unless caused by the gross or willful misconduct of Comcast.

31.3 Upon termination of a Service, Customer shall be responsible for the return of all applicable Comcast Equipment located at a Remote Worker Service Location. Until such time as (i) the Comcast Equipment is returned to Comcast or (ii) Comcast charges Customer for the replacement cost of the Comcast Equipment pursuant to the immediately following sentence, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment located at a Remote Worker Service Location. If (i) any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted or (ii) Customer fails to return any Comcast Equipment located at a Remote Worker Service Location within thirty (30) days of the applicable termination date, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

31.4 Comcast shall not be responsible for providing virtual private network software, firewalls, and related software products required to permit Remote Workers to access Customer's network.

31.5 Customer acknowledges and agrees that it is responsible for (i) all use of the Services by its Remote Workers, including, but not limited to, compliance with the Business Services Customer Terms and Conditions and Use Policies and (ii) all charges associated with Services provided to Remote Workers, whether or not such charges were authorized by Customer. Any breach or violation of the Agreement by a Remote Worker shall constitute a breach or violation of the Agreement by Customer. Neither the Agreement nor this PSA expressly or implicitly provides any Remote Worker with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31.6 Customer shall prohibit any Remote Worker from making any claims directly against Comcast related to the Services and, instead, any claims related to the Services must be made by Customer directly, on behalf of its Remote Worker, pursuant to the terms of the Agreement. Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims brought by any Remote Worker directly against Comcast related to the Services provided under the Agreement.

31.7 Customer shall inform each Remote Worker receiving a Comcast Voice Service of the 911 limitations specified in the applicable Service Order Agreement (the "911 Limitations"). Customer shall indemnify, defend, and hold harmless Comcast from any and all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) resulting from any claims arising from (i) Customer's failure to notify a Remote Worker of the 911 Limitations or (ii) any inaccuracies or omissions in how Customer conveyed the 911 Limitations to a Remote Worker.

31.8 A Remote Worker may contact Comcast only with respect to Service-related issues at the Remote Worker Service Location at which such Remote Worker receives the Services.

31.9 Customer shall inform its Remote Workers that they are not permitted to make any changes to Customer's account.