

CS-16-187

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.**

CM2311

## CONTRACTOR INFORMATION

Name: COMCAST BUSINESS SERVICES

Address: 5934 Richard Street Jacksonville FL 32216  
City State Zip

Contractor's Administrator Name: Jeanine Nelson Arant Title: Sales Representative, Comcast Business Services

Tel#: 904-412-4825 Fax: 904-380-6245 Email: Jeanine\_Nelson@cable.comcast.com

## CONTRACT INFORMATION

Contract Name: Comcast Business Internet Services- Yulee Branch Library Contract Value: \$\$199.95 monthly /7,198.20 (3yr-Agreement)

Brief Description: Fast Access Business Internet for Public Access. The line is 100 mg download speed and 10 mg upload speed

Contract Dates: From: Install date thru 36 months Status: XX New  Renew  Amend#  WA/Task Order

How procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Quotes

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 4/27/17 01716571-541040  
Department Head Signature Date Funding Source/Acct # MS 5/9/17
2. [Signature] 5/4/17  
Contract Management Date
3. [Signature] 5/11/17  
Office of Management & Budget Date
4. [Signature] 5/16/17  
County Attorney (approved as to form only) Date

Comments: \_\_\_\_\_

## COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 6-5-17  
Shanea Jones Date

## RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

**BUSINESS CLASS SERVICE ORDER AGREEMENT**

Account Name: Nassau County Public Library System

WB ID#: 16713620

**CUSTOMER INFORMATION (Service Location)**

Address 1	<u>78348 WILLIAM BURGESS RD</u>	City	<u>YULEE</u>
Address 2		State	<u>Florida</u>
Primary Contact Name	<u>Dawn Bostwick</u>	ZIP Code	<u>32097</u>
Business Phone	<u>904-530-8601</u>	County	
Cell Phone		Email Address	<u>dbostwick@nassaucountyfl.com</u>
Pager Number		Primary Fax Number	

Technical Contact Name	<u>Norman Kennedy</u>	Technical Contact On-site?	
Technical Contact Business Phone	<u>(904) 530-4056</u>	Technical Contact Email	<u>tsmanager@nassaucountyfl.com</u>
Property Manager Contact Name		Property Mgr Phone	

**COMCAST BUSINESS CLASS SERVICES**

Business Class Voice		Selection (X)	
Business Class Internet		X	
Business Class TV			
Service Term (Months)			<u>36</u>

**COMCAST BUSINESS CLASS SERVICE DETAILS**

**Business Class Voice\***

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Featured Voice Lines		\$59.95	\$0.00
Full Featured 4+ Lines		\$24.95	\$0.00
Mobility Lines		\$64.95	\$0.00
Mobility 4+ Lines		\$29.95	\$0.00
Basic Lines		\$24.95	\$0.00
Toll Free Number		\$10.00	\$0.00
Non-Published Directory Listing (No DL or 411)		\$2.00	\$0.00
Non-Listed Directory Listing (No DL, yes 411)		\$2.00	\$0.00
Voice - eMTA Equipment Fee		\$14.95	\$0.00

VOICE OPTIONS	Selection (X)	Total Cost
VoiceMail		\$0.00
Auto-Attendant*		

\*Voice offers & options not available in all markets.

**Business Class Offers**

Package Name: \_\_\_\_\_

PACKAGE DESCRIPTION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Business Class Internet\***

INTERNET SELECTIONS	Selection (X)	Total Cost
Basic Connect		
Starter		
Premium		
Deluxe 25		
Deluxe 50		
Deluxe 75		
Deluxe 100+	X	\$199.95
Deluxe 150		
Deluxe 250		
Business Internet 500		
Business Internet 1G		
Internet Equipment Fee		

INTERNET OPTIONS	Selection (X)	Total Cost
Static IP - 1		
Static IP - 5		
Static IP - 13		
Xfinity WiFi		
WiFi Standard		
WiFi Pro		
WiFi Pro Expanded Coverage		
WiFi Pro Equipment Fee		
WiFi Pro Expanded Coverage Equip Fee		

\*Business Class Internet speed tier selections not available in all markets.

**Business Class TV\***

TV SELECTIONS	Selection (X)	Total Cost
Basic		
Select		
Information and Entertainment		
Variety		
Standard		
Preferred		
Music Choice Standalone		

TV OPTIONS	Selection (X)	Total Cost
Sports Pack**		
Music Choice W/Business Class TV		
Canalea Selecto		
Other Programming:		

TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets		\$9.96	
HD TV Box Charges		\$5.00	\$0.00

\*\*Not available in home offices or private view establishments. TV selections & options not available in all markets. \*\*Available for Standard & Preferred TV offers only.

mDTA Type	# of Outlets	NRC	MRC

**COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES**

**Business Class Installation**

Selection (X)	Unit Cost	Total Cost
Installation Fee	X	\$199.00
WiFi Pro Activation Fee		\$49.95
Voice Activation Fee*		\$29.95
Auto-Attendant Setup Fee		\$24.95
Voice Jack Fee		\$49.95
Directory Listing Suppression Fee		\$24.95
Toll Free Activation Fee		\$9.95

\*per line activation fee, up to four (4) line maximum charge.

Total Monthly Service Charge \$199.95

Total Installation Charges: \$199.00

Promotion Code (if applicable) \_\_\_\_\_  
 Discount on Internet (if applicable) \_\_\_\_\_  
 Discount on Video (if applicable) \_\_\_\_\_  
 Discount on Voice (if applicable) \_\_\_\_\_  
 Total Discount \_\_\_\_\_

Total Recurring Monthly Bill: \$199.95

\*Applicable federal, state, and local taxes and fees may apply.

**General Special Instructions**

The Comcast Cable Communications, LLC SPIN No. is 143013564. The estimated Service Commencement Date shall be on or after July 1, 2017.  
 The Services hereunder shall be provided by Comcast! IP Phone, LLC. The Comcast! IP Phone, LLC SPIN No. is 143035661. The estimated Service Commencement Date shall be on or after July 1, 2017.  
 If there is a clear conflict between these terms and conditions and the laws of the State of Florida, then the laws of the State of Florida shall take precedence.

**BUSINESS CLASS SERVICE ORDER AGREEMENT**

Account Name: Nassau County Public Library System

WB ID#: 16713620

**COMCAST BUSINESS CLASS INTERNET CONFIGURATION DETAILS**

<b>Equipment Selection</b>	<b>Customer Owned</b>
Transfer Existing Comcast.net Email	No
Number of Static IP's	

\*If 5 or 13 Static IP's are requested a static IP justification form is required.

**COMCAST BUSINESS CLASS TV CONFIGURATION DETAILS**

Outlet Details	Location	Outlet Type	Additional Comments:
Outlet 1 - Primary			
Outlet 2 - Additional			
Outlet 3 - Additional			
Outlet 4 - Additional			
Outlet 5 - Additional			
Outlet 6 - Additional			
Outlet 7 - Additional			
Outlet 8 - Additional			

Outlet Details for Outlets 9 & Up	Quantity
Analog	
Digital	
HDTV	
DTA	

**COMCAST BUSINESS CLASS VOICE CONFIGURATION DETAILS**

Phone # (List "New" if new #)	Type	HG1 Seq	HG2 Seq	Voicemail

Toll Free #	Calling Origination Area	Associated TN

Directory Listing and Yellow Page Details	
Directory Listing	

Customer Equipment	
Phone System Type (Key System, PBX, Other)	
Phone System Manufacturer	
Fax Machine Manufacturer	
Alarm System Vendor	
Point of Sale Device	
Telco Closet Location	

Hunt Group Configuration Details	
Hunt Group Features Requested (Yes, No)	
Hunt Group 1 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Configuration Type	
Hunt Group 2 Pilot Number	

Additional Voice Details	
Caller ID	
Caller ID Display Name (max 16 characters)	
Call Blocking	
Auto-Attendant	

RCF Configuration Details	
RCF Number	Forward To Number

**BUSINESS CLASS SERVICE ORDER AGREEMENT**

Account Name: Nassau County Public Library System

WB ID#: 16713620

**CUSTOMER BILLING INFORMATION**

Billing Account Name <u>Nassau County Public Library System - Yulee B</u>	City <u>FERNANDINA BEACH</u>
Billing Name (3rd Party Accounts) _____	State <u>Florida</u>
Address 1 <u>25 N 4TH ST</u>	ZIP Code <u>32034</u>
Address 2 _____	Billing Contact Email <u>dbostwick@nassaucountyfl.com</u>
Billing Contact Name <u>Dawn Bostwick</u>	Billing Contact Bus. Phone <u>904-630-6501</u>
Tax Exempt? <u>Yes</u>	Billing Fax Number _____
<small>*If yes, please provide and attach tax exemption certificate.</small>	

**AGREEMENT**

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. The Agreement consists of this document ("SOA"), the standard Comcast Business Customer Terms and Conditions ("Terms and Conditions") located at <http://business.comcast.com/terms-conditions-smb> (or any successor URL), and any other Service Orders entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Terms and Conditions, (3) the SOA, and (4) any other Service Orders entered under the Agreement. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the Business Acceptable Use Policy located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the Business Privacy Policy located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL), both of which Comcast may update from time to time and become effective upon posting.

2. Each Comcast Business Service carries a 30 day money back guarantee. If within the first thirty (30) days following Service activation Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for recurring service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must return any Comcast- provided equipment in good working order. In no event shall the refund exceed \$500.00.

3. FOR CUSTOMERS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE CUSTOMER ACKNOWLEDGES RECEIPT AND UNDERSTANDS OF THE FOLLOWING E911 NOTICE:

Comcast Business Voice Services (including Enhanced Voice Services such as Business VoiceEdge™) may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice Services, Comcast must have the correct service address (i.e. street address, floor and/or office number) for each telephone number and extension used by the Customer. If Voice Services are moved to a different location without Customer providing the correct information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises, and/or Voice Services (including 911) may fail altogether. Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location (floor and/or office number), and for updating the system as necessary to reflect a potential 911 caller's location on the premises, as well as subsequent moves or additions of stations within the premises.
- Voice Services uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice Services calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast only supports 911 emergency calling with Voice Services in those areas in the U.S. where Comcast can direct your company's 911 call to the appropriate PSAP in a manner consistent with applicable laws, rules, and regulations, including, without limitation, FCC rules and requirements. In an area where Comcast cannot support 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.
- Failure by Customer to make subsequent address updates, including updates to restore service address to the original registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- If the Registered Service Location provided in conjunction with the user of nomadic Comcast Equipment is deemed to be in an area Comcast cannot support for 911 calls, Customer will be notified before the completion of the update call. In this case, Customer must use an alternative means of accessing 911.
- Customers should call Comcast at 1-800-391-3000 or 1-866-207-6515 (for Customers using nomadic functionality) if they have any questions or need to update a service address in the e911 system. USE OF VOICE SERVICES AFTER EXECUTION OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE FOR VOICE SERVICES.

4. Customer must execute a Comcast Letter of Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions.

CUSTOMER SIGNATURE	
By signing below, customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://www.comcast.com/business/legal">http://www.comcast.com/business/legal</a> .	
Signature: _____	
Print: <u>Shanea Jones</u>	
Title: <u>County manager</u>	
Date: <u>6-5-17</u>	

FOR COMCAST USE ONLY	
Sales Representative: _____	Joanne Arant
Sales Representative Code: _____	
Sales Manager/Director: _____	
Sales Manager/Director Approval: _____	
	Division: <u>Central</u>
	Lead ID: <u>16713620</u>
	Contract Generation Date: <u>4/14/2017</u>

Comcast Business Communications, LLC  
One Comcast Center  
1701 JFK Boulevard  
Philadelphia, PA 19103

Re: Applicant Service Request  
E-rate Funding Year: July 1, 2017-June 30, 2018

1

To Whom It May Concern:

We hereby request Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries offering services as contracted to one of the following: School District, Consortium or Healthcare Provider; request for services to be installed, upgraded and/or activated for service, prior to July 1, 2017 and/or the receipt of our [USAC] Funding Commitment Decision Letter.

With this request, we understand that the terms of our contract shall not be modified or amended. We understand that the service provider will not pre-discount or authorize reimbursements for such services(s) until the following four conditions are met: (1) the Funding Decision Commitment Letter that approves funding is received; (2) the FCC Form 486 is filed; (3) the FCC Form 486 Notification Letter is received; and (4) the customer completes the Comcast REIMBURSEMENT FORM and submits to [Erate\\_Funding@cable.comcast.com](mailto:Erate_Funding@cable.comcast.com)

If SPI is preferred, beginning with either the first billing month after the above four conditions are met, or in the case that the first billing month is not feasible, then the second billing month, Comcast will begin providing discounted bills and will reflect a credit for the prior month's prepayment for the E-rate discount amount by the customer. Therefore, we agree to be responsible for all applicable payments as invoiced in accordance to the "payment term" as defined within our executed service agreement.

We understand upon service activation, Comcast Cable Communications, LLC and its applicable operating affiliates and subsidiaries shall require the applicant to execute a Customer Acceptance Form. The execution of the [CA] indicates to our regulatory billing department that the customers' service has been installed, accepted and invoicing may begin. Copies of all documents are retained as required by the FCC, USAC and CTF document retention guidelines.

On behalf of:

Entity Name: Nassau County Public Library

Signature: [Handwritten Signature]

Title: Library Director Date: 4/27/17

Date: 4/27/17

*Internal Distribution: A copy of this document must be faxed or emailed to the following:*  
[Erate\\_Funding@cable.comcast.com](mailto:Erate_Funding@cable.comcast.com)

*Comcast Cable Communications, LLC and its applicable operating affiliates and subsidiaries;  
Comcast Business Communications, LLC, Comcast Phone, LLC, Comcast IP Phone, LLC, and Comcast Cable Communications, LLC*



XFINITY COMCAST BUSINESS

You are in Callahan 32011 - [Check Availability](#) | [My Account](#)



[Contact Us](#) | [Help & Support](#) | [Partners](#) | [Call \(877\) 502-6103](#)

What are you looking for?

COMCAST  
BUSINESS

SMALL & MEDIUM BUSINESS

ENTERPRISE

OFFER & BUNDLES

SEARCH

Search



GET A FREE QUOTE

[Home](#) > [Terms & Conditions - SMB](#)

# Small Business Terms and Conditions

## Policies

The Comcast Business Services and Commercial High-Speed Internet **Acceptable Use Policy** has been revised to clarify the following:

- The Service cannot be resold or otherwise made available to anyone on the Premises or outside the Premises (i.e. wi-fi, "hotspots", or other methods of networking), directly or indirectly, unless done with Comcast's written approval in accordance with an applicable Service plan.
- The Service cannot be made available to anyone other than you or your authorized employees or contractors unless done with Comcast's written approval in accordance with an applicable Service plan.
- The Service cannot be used to send unsolicited bulk or commercial messages or "spam" in violation of the law.

- The Service cannot be used to run servers unless you have selected a Service plan which includes a static or statically assigned IP address.
- If you have selected a Service plan with a static or statically assigned IP address, the Service can be used to host a public website.

We encourage you to read the entire Acceptable Use Policy for a complete understanding of our acceptable use policies.

View the **Comcast Customer Privacy Statement**.

### **Comcast Business Services Terms of Service**

Use of Comcast Business Services is subject to the Comcast Business Service Order Agreement and Business Services Customer Terms and Conditions (see applicable below) and the Comcast Business Services and Commercial High-Speed Internet Acceptable Use Policy.

### **Customer General Terms and Conditions Current Agreement**

- **Services Purchased on or after 4/1/2013**
- **Supplemental WiFi Terms and Conditions**
- **Service Level Agreement for Trunk Services**
- **SmartOffice Addendum**

View the **Comcast Business Services Terms of Service for purchases prior to 4/1/2013**

### **Comcast Teleworker Terms of Service**

Use of Comcast Teleworker is subject to Comcast Teleworker Master Services Agreement and the Comcast Business Services and Commercial High-Speed Internet Acceptable Use Policy. A copy of the Comcast Teleworker Master Services agreement may be obtained by calling 1-800-316-1619.



Small And  
Medium  
Business

Small & Medium  
Business

Industry Solutions

Business Internet

Business Phone

Business TV

Tools

Speed Test

Resource Library

Cloud Solutions

Community

Enterprise

Enterprise

Industry Solutions

Managed Solutions

Ethernet

Voice

Enterprise  
Tools

Resource Library

Comcast Business  
Events

Enterprise Support

Offer And  
Bundles

Our Best Deal On  
Internet

Add TV + Phone

See All Offers &  
Bundles

About Us

Why Comcast

Our History

Our Network

Press Releases

Advertising

Comcast Business  
Promise

Partners

Residential Services

Existing  
Customers

My Account

Pay My Bill

Help & Support

Call (877) 502-6103

Get a Free Quote

© 2017 Comcast Corporation

[Privacy Statement](#) | [Visitor Agreement](#) |

[Small Business Terms And Conditions](#) |

[Enterprise Terms and Conditions](#) | [Site Map](#)





## 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") and Hospitality cable television services ("Hospitality Video") (Video, Public View Video and Hospitality Video collectively "Business Video") (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 and the Voice Service and should be reviewed in either the "ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE" section, "ADDITIONAL TERMS APPLICABLE TO VOICE SERVICE" section, the "ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE AND PUBLIC VIEW VIDEO SERVICE" section, or the "ADDITIONAL TERMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICE" section, as applicable.*

## 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-conditions-smb](http://business.comcast.com/terms-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 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.

**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 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 sixty (60) 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 sixty (60) 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) 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 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 prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Service Order 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, permit Comcast access to retrieve from the applicable Service Locations any and all Comcast Equipment (however, if Customer fails to permit access, or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the full replacement cost of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) 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 CUSTOEMR 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-notifications/acceptable-use-policy](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.

**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.

-----  
**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.** If Customer submits a Service Order(s) for web hosting services, the following terms shall also apply:

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

**14.2 Web Site Content.** If applicable, Comcast will host 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.** 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.

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

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

the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the relevant registration service and from Comcast for setup of the modification or addition.

**15.2 Sub-Domain Name.** Should Customer be unable to register a unique domain name, Comcast may grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, 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.

-----  
**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/cdybusiness.html](http://www.comcast.com/corporate/about/phonetermsofservice/comcastdigitalvoice/cdybusiness.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 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 250 different zones within their premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, 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 zone requested, up to ten, 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. 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 inbound 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 <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 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 24 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 (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 Comcast Equipment.** In the event Comcast agrees to install certain advanced Comcast 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.

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

In addition to provisions 1 THROUGH 13 and provisions 21 THROUGH 24 above, the following Article 25 is specifically applicable to Public View Video Services:

**ARTICLE 25: 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 24 above, the following Article 26 is specifically applicable to Hospitality Video Services. For purposes of the above provisions, Video Service shall also mean Hospitality Video Service.

**ARTICLE 26: PROVISION OF SERVICE - HOSPITALITY VIDEO SERVICES**

Subject to the terms herein, Hospitality Video Service is for hospitality in-room guest use 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.

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 Hospitality Video Service contained in this Agreement.

Notwithstanding anything to the contrary contained herein, Customer may offer Hospitality Video Services at the Service Locations(s) to its hospitality guests.

## SUPPLEMENTAL WI-FI TERMS AND CONDITIONS

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

### 1. Definitions.

- a. "Enhanced Wi-Fi Service" – Subscription wireless connectivity to the Internet via a Wi-Fi Hot Spot(s).
- b. "Wi-Fi End User(s)" - Customer patrons and other authorized end users.
- c. "Wi-Fi Hot Spot(s)" – Wireless "hot spots" using the IEEE 802.11 standard used to provide the Service.
- d. "Wi-Fi Service" - Access to the Wi-Fi Hot Spot or wireless connectivity to the Internet (Public or Private Wi-Fi Service).
- e. "Service(s)" – Wi-Fi Service and Enhanced Wi-Fi Service, collectively.

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

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

4. Installation. Customer acknowledges that Comcast may be required to perform internal wiring at the Service Location in order to install the Comcast Equipment necessary to run the Service. Customer further understands that Comcast Equipment may be mounted to walls and ceilings in order for the Service to function properly. Comcast will use commercially reasonable efforts to keep damage to walls, ceilings and premises to a minimum, but will not be responsible for repairing or returning the Service Location to its original condition, except to the extent caused by Comcast's gross negligence or willful misconduct.

5. Service Charges. Wi-Fi Service is provided to Customer by Comcast at no additional charge. Comcast reserves the right to impose a service charge for Wi-Fi Service upon thirty (30) days advanced written notice to Customer. Enhanced Wi-Fi Service is provided for a monthly recurring charge as indicated on the Service Order.

6. Operational Responsibility for Wi-Fi Service. Comcast shall acquire, install and maintain all Comcast Equipment required to operate the Service. The Comcast Equipment does not include any Wi-Fi End User equipment, including, but not limited network adapters, Internet access devices (computers, notebooks, PDAs, etc).

7. Wi-Fi Protocol Requirements. Comcast shall operate each Wi-Fi Hot Spot using the applicable IEEE 802.11 protocols. Customer shall not use any other products or services at the Service Location that utilize the IEEE 802.11 protocols without Comcast's prior written consent.

8. No Modification of Comcast Equipment. Customer shall not attach additional equipment to or in any way modify the Comcast Equipment.

**9. Wi-Fi Service to End Users.**

a. No Use Fee. Customer may not charge Wi-Fi End Users for Wi-Fi Service in any manner including hourly, daily, monthly or other subscription or usage charges without Comcast's prior written consent. Comcast shall have the right to charge a fee, to require the user to perform an action to gain access, and/or to limit the allowed parameters of usage, including but not limited to throughput, time of day, sessions per day or per month, for the Wi-Fi Service when the Wi-Fi Service is used by persons other than Comcast High-Speed Internet customers.

b. Service Performance Parameters. Comcast shall have the right to define the performance parameters and other components of the Wi-Fi Service, such as data bit rate speed, service quality, number of Wi-Fi End Users supported, customer care and support levels, security features and other service features.

c. Customer Support. Comcast shall provide customer support to Wi-Fi End Users for the Wi-Fi Service. Customer shall be responsible for notifying Comcast of any failure of the Wi-Fi Service.

d. Wi-Fi End User Terms of Use. All Wi-Fi End Users shall be required to agree to an End User agreement that incorporates the use restrictions as Comcast's Acceptable Use Policy for Comcast High-Speed Internet service ("End User AUP"). Comcast shall have the right to deny access to the Wi-Fi Service to Wi-Fi End Users who violate the End User AUP or to any commercial end users (i.e., end users who use the Wi-Fi Service for commercial purposes).

e. No Roaming. Customer shall not enter into "roaming" relationships with other Wi-Fi operators allowing another company's subscribers or users to access to the Wi-Fi Hot Spot(s), whether or not the Customer receives financial or other compensation for such relationship.

f. Restriction on Other Derived Services. Customer shall not utilize the Wi-Fi Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. The Wi-Fi Service shall only be offered as an amenity of the Service Location.

**10. Enhanced Wi-Fi Service to End Users.**

a. No Use Fee. Customer may not charge Wi-Fi End Users for Enhanced Wi-Fi Service in any manner including hourly, daily, monthly or other subscription or usage charges without Comcast's prior written consent.

b. Service Performance Parameters. Comcast shall have the right to define the performance parameters and other components of the Enhanced Wi-Fi Service, such as data bit rate speed, service quality, number of Wi-Fi End Users supported, customer care and support levels, security features and other service features.

c. Customer Support. Comcast shall provide customer support to customer for the Enhanced Wi-Fi Service. Comcast will not provide support to Wi-Fi End Users. Customer shall be responsible for notifying Comcast of any failure of the Enhanced Wi-Fi Service.

d. Wi-Fi End User Terms of Use. Customer shall be responsible for all Wi-Fi End Users use of the Enhanced Wi-Fi Service, including without limitation compliance with Comcast's End User AUP. Customer shall be solely responsible for creating and maintaining an End User use agreement or log in credentials. Comcast shall not be liable for any information collected by Customer from End Users using the Enhanced Wi-Fi Services.

e. Restriction on Other Derived Services. Customer shall not utilize the Enhanced Wi-Fi Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. The Enhanced Wi-Fi Service shall only be offered as an amenity of the Service Location.



10. **Use of Comcast Name.** Customer may not use the Comcast's name or any Comcast trademarks, trade names or service marks or other branding in connection with sale, marketing or provision of the Service without the advance written consent of Comcast, which shall not be unreasonably withheld, conditioned or delayed. Comcast may provide marketing material to Customer to advertise the Service Location as an "Xfinity Wi-Fi Hot Spot". Customer will use reasonable commercial efforts to use such marketing material within the Service Location.

11. **Warranties.** THE COMCAST EQUIPMENT AND THE WI-FI AND ENHANCED WI-FI SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WARRANT THAT THE COMCAST EQUIPMENT OR THE SERVICES WILL (1) PROVIDE UNINTERRUPTED USE, OR OPERATE WITHOUT DELAY, OR WITHOUT ERROR; OR (2) BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

12. **Software.** In addition to Article 6 of the General Terms and Conditions, Comcast makes no representation or warranty that any software or application installed on Wi-Fi End User equipment, downloaded from the Service, or available through the Internet does not contain a virus or other harmful feature. Comcast makes no representation or warranty that virus check software will detect or correct any or all viruses, or that the installation of any software or applications to access the Service will not cause the loss of files or disrupt the normal operations of any Wi-Fi End User equipment, including but not limited to computer(s).

13. **Third Parties.** Customer acknowledges and understands that Comcast may use third parties to provide the Services or any or all of the components of the Services, including without limitation installation, services, equipment, infrastructure or content. Comcast shall not be bound by any undertaking, representation or warranty made by third-party providers and suppliers in connection with the installation, maintenance or provision of the Service, if that undertaking, representation or warranty is inconsistent with these Wi-Fi Terms and Conditions.

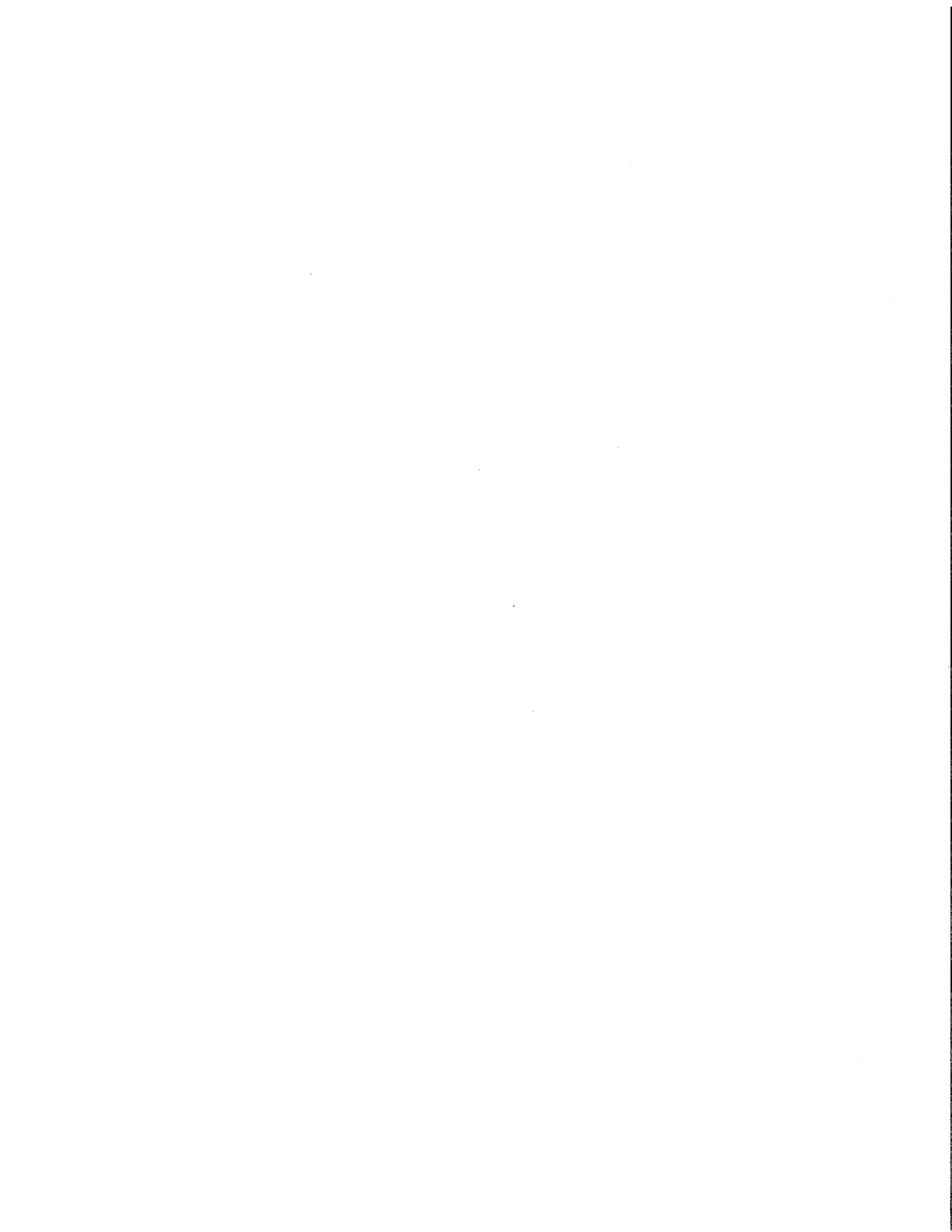
14. **Security and Authentication: Wi-Fi Service.** Comcast shall deploy, manage, operate and upgrade (as appropriate) all security and authentication measures for use of the Wi-Fi Service. Customer acknowledges that anonymous Wi-Fi End Users will not be permitted to use the Wi-Fi Service and Comcast shall administer registration or other appropriate procedures sufficient to enable Comcast to identify its Wi-Fi End Users as necessary to address service or abuse issues and to comply with applicable law. Customer is responsible for establishing and enforcing all security and authentication measures for use of the Enhanced Wi-Fi Services.

15. **Limitation on Resale/Redistribution.** Customer may not, without the prior written consent of Comcast, resell or otherwise make available the Service to any other wireless service provider or make it otherwise available on any wide area network (WAN) or similar basis or on any other contiguous geographic basis.


16. **Security and Abuse.** Customer understands and agrees that any activity listed as Prohibited Uses and Activities in the End User AUP or AUP may result in the termination of the Service.

17. **Limitation of Liability.** Reliance on and use of the Service is subject to Article 6 of the General Terms and Conditions.


---



XFINITY COMCAST BUSINESS

 You are in Callahan 32011 - [Check Availability](#) | [My Account](#)



[Contact Us](#) | [Help & Support](#) | [Partners](#) |  **Call (877) 502-6103**


What are you looking for?  
**COMCAST  
BUSINESS**

[SMALL & MEDIUM BUSINESS](#)

[ENTERPRISE](#)

[OFFER & BUNDLES](#)

[SEARCH](#)

 Search



[GET A FREE QUOTE](#)

[Home](#) › [Acceptable Use Policy](#)

# Acceptable Use Policy

## For High-Speed Internet Services

- I. Prohibited Uses and Activities
- II. Customer Conduct and Features of the Service
- III. Network Management
- IV. Data Consumption
- V. Violation of this Acceptable Use Policy
- VI. Copyright

### Why is Comcast providing this Policy to my business?

Comcast's goal is to provide its customers with the best commercial Internet service possible. In order to help accomplish this, Comcast has adopted this

Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Comcast Business Services Internet service, including Comcast-provided Wi-Fi Internet service, Ethernet services, and other Internet-based communications services (each and collectively, the "Service"). This Policy is in addition to any other restrictions contained in any applicable terms and conditions or other agreements for **Small Business** or **Enterprise** services. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the applicable Small Business and Enterprise Services agreements (each and collectively, "Business Services Agreements").

All Comcast Business Services customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your business' failure to comply with this Policy could result in the suspension or termination of its Service account. In these cases, termination or other charges may apply. If your business does not agree to comply with this Policy, it must immediately stop all use of the Service and notify Comcast so that it can close your business' account.

## **Does this Policy apply to my use of Comcast Business Services WiFi-identified services inside and outside of my premises and in public places?**

This Policy applies to your use of the Service if you are a Comcast Business Services customer who accesses Comcast-provided Business Services Wi-Fi-identified services inside or outside of your premises or in public places using a Comcast Business Services login and password. You can learn more about Comcast-provided Wi-Fi services by going to <http://business.comcast.com/internet/business-internet/business-wifi>. In the event certain provisions of this Policy may not apply to all uses of Comcast Business Services Wi-Fi-identified services, we explain those exceptions at <https://business.comcast.com/faqs>.

## **How will my business know when Comcast changes this Policy and how will it report violations of this Policy?**

Comcast may revise this Policy from time to time. For a copy of this document, please call 800-391-3000 or go to <https://business.comcast.com/customer-notifications/acceptable-use-policy>. Comcast will use reasonable efforts to make

customers aware of any changes to this Policy, which may include sending email announcements or posting information on the Comcast Business Services web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Comcast announcements they receive and regularly visit the Comcast Business Services web site and review this Policy to ensure that their activities conform to the most recent version. Your business can send questions regarding this Policy to, and report violations of it at <https://business.comcast.com/contact> . To report a child exploitation incident involving the Internet, go to <http://constantguard.comcast.net/help/report-abuse/>.

## I. Prohibited Uses and Activities

### What uses and activities does Comcast prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer-Provided Equipment, or the Comcast Equipment, either individually or in combination with one another, to:

#### Conduct and information restrictions

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;

- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- send large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- use IRC (Internet Relay Chat) or other chat services or tools to flood chats, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- falsify references to Comcast or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or web site that you access or use;

### Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing

data not intended for your business, logging into or making use of a server or account your business is not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;

- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Comcast or any third party, except that your business may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- service, alter, modify, or tamper with the Comcast Equipment or Service or permit any other person to do the same who is not authorized by Comcast;

### **Network and usage restrictions**

- restrict, inhibit, compromise, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions or tools implementing authorized internal business policies);
- restrict, inhibit, compromise, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;
- make the Service available to any third party unless done with Comcast's written approval in accordance with an applicable Business Services Agreement. It is not a violation of this Policy for a Customer to make the Service available to its authorized employees, contractors, or users (i.e., the public, customers of an establishment, hotel or motel guests and patrons, or persons in

a residence hall or apartment building) as provided for in a Business Services Agreement;

- resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service, in whole or in part, directly or indirectly, unless expressly permitted by the applicable Business Services Agreement;
- connect the Comcast Equipment to any computer outside of your business' Service Location(s);
- interfere with computer networking or telecommunications service to any user, host or network;
- interfere with Comcast's ability to control or block ports for safety and security purposes and as part of its overall network management;
- interfere with Comcast's use and control of its domain name server ("DNS") used in connection with the Service; and
- access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"), unless otherwise expressly permitted by the applicable Business Services Agreement.

## II. Customer Conduct and Features of the Service

### **What obligations does my business have under this Policy?**

In addition to being responsible for its own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer, or guest with access to your Service account. Your business is solely responsible for the security of any device (including data on those devices) it chooses to connect to the Service.

Your business is responsible for securing the Customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by Comcast that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.



### **How does Comcast address inappropriate content and transmissions?**

Comcast reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Comcast's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings made on the Service. However, Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Business Services Agreement, and applicable law.

### **What requirements apply to electronic mail?**

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I in this Policy. As described below in Section III of this Policy, Comcast uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Comcast is not responsible for deleting or forwarding any email sent to the wrong email address(es) by your business or by someone else trying to send email to your business or its employees, contractors, or users. Comcast is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Comcast's sole discretion. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) that is hosted by or at the direction of Comcast will be permanently deleted as well.

In the event that Comcast believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Comcast (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Comcast may at any time reserve any identifiers on the Service for Comcast's own purposes.

Comcast Service plans limit the storage of messages on Comcast's systems to a specified number of days and may set an upper limit on the size and/or number of messages that you may send or receive through the Service. See <http://businesshelp.comcast.com/help-and-support/email/email-size-storage-limits/> for specific information about email storage and sending and receiving limits. Neither Comcast nor any of its suppliers shall have any liability for the deletion of, or failure to store, messages or of the misdelivery of, failure to deliver, or the untimely delivery of messages.

Comcast's email servers and other systems employ various virus detection and prevention tools that it updates frequently to respond to the latest threats on the Internet. These tools will automatically remove viruses and other unwanted material from emails whenever possible. This applies both to emails your business sends as well as to emails your business receives. Comcast's systems also may scan all incoming and outgoing email traffic over the Service using automated tools applying recognized and commonly used techniques for identifying and blocking spam and other unwanted or harmful code or content.

#### **What requirements apply to instant, video, and audio messages?**

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Comcast assumes no responsibility for the timeliness, misdelivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well

#### **What requirements apply to web hosting services?**

Comcast may provide various web hosting services that your business can subscribe to and which include, among other features, domain name hosting, website hosting, file storage, and file transfer (collectively, the "Web Hosting Services"). Your business is solely responsible for any information that it or others publish or store on the Web Hosting Services and for compliance with all laws related to such information.

#### **What requirements apply to my business' Service account Internet reputation?**

Comcast provides the Service for use in your business. Most everything your business does using the Service will be directly attributable to it and affect its

reputation. However, because Comcast provides the systems to deliver the Service, your business can do things using the Service that are directly attributable to Comcast and affect its reputation. Most obviously, if your business uses the Service to send spam (or what spam reporting services or recipients classify as spam) or uses the Web Hosting Services for an improper purpose such as phishing, these activities may affect Comcast's reputation because of its ownership of the IP addresses associated with the Service. These activities also violate this Policy.

Comcast reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features negatively impacts Comcast's reputation as determined in its sole discretion. Any use of the Service or its features that results in your business' Service account, or any associated Comcast information, being listed on, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in Comcast suspending or terminating your business' Service account.

In these situations, Comcast prefers to work directly with your business to address the problems causing the harm to Comcast's reputation so that they do not happen again.

### III. Network Management

#### Why does Comcast manage its network?

Comcast manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Comcast works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Comcast tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to Comcast. In fact, all large Internet service providers manage their networks. Many of them use the

same or similar tools that Comcast does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, Comcast can deliver the best possible broadband Internet experience to all of its customers.

#### **How does Comcast manage its network?**

Network management activities employed by Comcast may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, and (iii) using other tools and techniques that Comcast may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

#### **IV. Data Consumption**

##### **Are there restrictions on data consumption that apply to the Service?**

The Service is for commercial use only in a small, medium, or large business as determined by the applicable Business Services Agreement. Therefore, Comcast reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical commercial user of the Service as determined by the company in its sole discretion, or where it exceeds published data consumption limitations. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) user generated content sites. Your business must also ensure that its use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Comcast in its sole discretion) an overly large burden on the network. In addition, your business must ensure that its use of the Service does not limit or interfere with Comcast's ability to deliver and monitor the Service or any part of its network.

If your business uses the Service in violation of the restrictions referenced above,

that is a violation of this Policy and a breach of your Business Services Agreement. Comcast's determination of the data consumption for Service accounts is final.

## V. Violation of this Acceptable Use Policy

### What happens if your business violates this Policy?

Comcast reserves the right immediately to suspend or terminate your business' Service account and terminate the Business Services Agreement if it violates the terms of this Policy or the Business Services Agreement.

### How does Comcast enforce this Policy?

Comcast has no obligation to monitor and does not routinely monitor the Service and/or the network. However, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, data consumption, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Comcast users.

Comcast prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Comcast also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Comcast's intervention. However, if the Service is used in a way that Comcast or its suppliers, in their sole discretion, believe violates this Policy, Comcast or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Comcast nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical actions it deems appropriate with or without notice.

Comcast reserves the right to investigate suspected violations of this Policy and examination of material on Comcast's servers and network. During an investigation, Comcast may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. Your business expressly authorizes and consents to Comcast and its suppliers cooperating with (i)

law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your business' Service account, Comcast is authorized to delete any files, programs, data, email and other messages associated with your business' account (and any secondary accounts).

The failure of Comcast or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Your business agrees that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

## VI. Copyright

### **How does Comcast communicate with customers about copyright?**

Comcast is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws.

Accordingly, your business may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights. Comcast complies with the Digital Millennium Copyright Act of 1998 ("DMCA") that provides a process for copyright owners to communicate information about alleged infringements to us, and for us to inform our customers about them. Your business may receive notices under the DMCA if a copyright owner identifies your business' Service account as having been used in connection with acts of alleged copyright infringement.

### **What is Comcast's DMCA policy?**

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the DMCA to report alleged infringements. Comcast, in accordance applicable laws, reserves the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Comcast, in its sole discretion, believes is infringing these rights. Comcast may terminate the Service at any time with or without notice for any affected customer or user.

## **How do copyright owners report alleged infringements to Comcast under the DMCA?**

Copyright owners may report alleged infringements of their works that are stored on the Service or the Web Hosting Services by sending Comcast's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA.

Upon Comcast's receipt of a satisfactory notice of claimed infringement for these works, Comcast will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Web Hosting Services or (ii) disable access to the work(s). Comcast will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Comcast a notification of claimed infringement to report alleged infringements of their works under the DMCA to:

### **DMCA Notifications**

Comcast Cable Communications, LLC

1800 Bishops Gate Drive

Mount Laurel, NJ 08054 U.S.A.

Phone: 888.565.4329

Fax: 856.324.2940

Email: [dmca@comcast.net](mailto:dmca@comcast.net)

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Comcast, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

## **What can your business do if it receives a DMCA notification of alleged infringement?**

If your business receives a DMCA notification of alleged infringement as described above, and it believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then your business may send a counter notification to Comcast. Upon Comcast's receipt of a counter notification that satisfies the requirements of the DMCA, Comcast will provide a copy of the

counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, your business expressly agrees that Comcast will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against your business, it can file a counter notification with Comcast's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Revised and effective: January 3, 2017

Small And Medium Business	Enterprise Enterprise Industry Solutions Managed Solutions Ethernet Voice	Offer And Bundles Our Best Deal On Internet Add TV + Phone See All Offers & Bundles	Existing Customers My Account Pay My Bill Help & Support  Call (877) 502-6103 Get a Free Quote
Small & Medium Business Industry Solutions Business Internet Business Phone Business TV	Enterprise Tools Resource Library Comcast Business Events Enterprise Support	About Us Why Comcast Our History Our Network Press Releases Advertising Comcast Business Promise Partners Residential Services	
Tools Speed Test Resource Library Cloud Solutions Community			

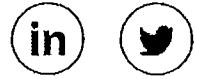


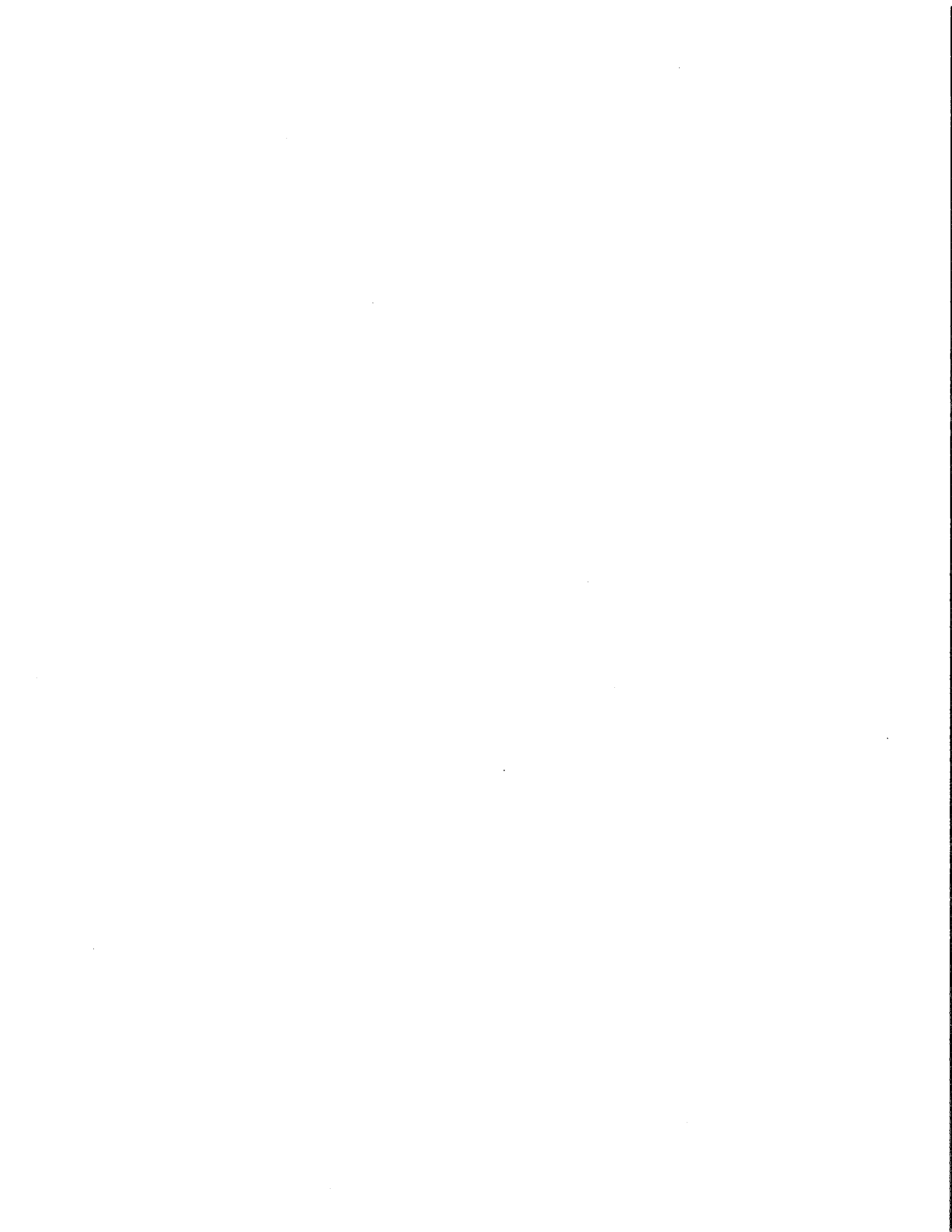
© 2017 Comcast Corporation

[Privacy Statement](#) | [Visitor Agreement](#) |

[Small Business Terms And Conditions](#) |

[Enterprise Terms and Conditions](#) | [Site Map](#)





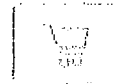
XFINITY COMCAST BUSINESS

📍 You are in Callahan 32011 - [Check Availability](#) ▾ | [My Account](#)[Contact Us](#) | [Help & Support](#) | [Partners](#) | [Call \(877\) 502-6103](#)

What are you looking for?

**COMCAST  
BUSINESS**[SMALL & MEDIUM BUSINESS](#)[ENTERPRISE](#)[OFFER & BUNDLES](#)[SEARCH](#)

Search

[GET A FREE QUOTE](#)

# Privacy Statement

Welcome to this website, a service of Comcast Corporation and its subsidiaries (collectively, "Comcast," "we," or "us"). This statement discloses the privacy practices for this website only, including an explanation of:

- the categories of personally identifiable information about you that may be collected; how the information is used;
- how we collect and use non-personally identifiable information about your use of the website;
- the categories of persons or entities with whom the information may be shared;
- the choices that are available to you regarding collection, use, and distribution of the information;
- how you can opt in or out of Comcast promotional e-mail;
- the kind of security procedures that are in place to protect the loss, misuse or alteration of information;
- how you can review and request changes to the information;
- how we notify visitors and users of this website of changes to this privacy statement; and

- the privacy policies that apply to subscribers to each Comcast product and service.

Questions regarding this statement should be directed to Comcast through one of the Contact Us forms you will find on the website, or by mailing a notice to: Comcast Corporation One Comcast Center Philadelphia, PA 19103 Attention: Comcast.com Privacy Feedback

### **Information Collection and Use**

A special note about children: This website is not directed to children under the age of 13, and Comcast does not knowingly collect personally identifiable information from anyone under the age of 18 on this website unless expressly specified on the appropriate pages of the website. However, some pages of the website may be of interest to children. On those pages, Comcast or its service providers may provide a special notice or other information describing any additional privacy protections that may apply. Children should always get permission from a parent or legal guardian before sending any information about themselves (such as their names, e-mail addresses, and telephone numbers) over the Internet, to us or to anyone else.

### **What categories of personally identifiable information do we collect?**

The information collected by Comcast falls into two categories: (1) information voluntarily supplied by visitors to and users of the website and (2) tracking information recorded as visitors and users navigate through the website. Some of this information is personally identifiable information, but much of it is not. Personally identifiable information is information that identifies a particular person.

To make use of some features on our website visitors and users need to register and provide certain information as part of the registration process. We may ask, for example, for your name, e-mail address, street address, zip code, and, if you wish to automate payments, financial account information. We might also request information about your residence, television, and computer, for example, in order to process your request for new service or make changes to existing service. In addition, we may ask you for information about your interests in television viewing, sports, personal finance, the performing arts, and the like. The information you supply will help us to offer you more personalized features, complete the particular function of the website you are using, and tailor our website to your interests to

make it more useful to you. Our systems will remember some of this information the next time you log in and use our website, but you can always review and change your information by following the instructions below under Changes to Information in this statement.

The more you tell us about yourself, the more value we can offer you. Supplying this information is entirely voluntary. But if you choose not to supply the information, we may be unable to provide you with the products and services we make available to other users of and visitors to our website. And you will not be able to order selected products or services, or automate payments, over our website unless you provide certain personally identifiable information about yourself. When you submit any personally identifiable information over this website, Comcast (i) will use the information for the purposes described at the time you submit it (for example, your name, address, telephone number, and e-mail address provided while ordering one of our products or services will be used in connection with the processing and fulfillment of your order) and (ii) may use the information to contact you to make you aware of other products and services of interest. Of course, if you want to remain completely anonymous, you're still free to take advantage of the publicly available content on our website without registration.

#### **What categories of persons or entities do we share personally identifiable information with?**

We consider the personally identifiable information contained in our business records to be confidential. We may sometimes disclose personally identifiable information about you to our affiliates or to others who work for us. We may also disclose personally identifiable information about you to service providers and vendors, and to others who provide products and services to us. For example, when you use certain functions on this website you may notice that the website actually collecting or processing the information may be other than a Comcast website. We may be required by law or legal process to disclose certain personally identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel. For example, we may be required by law to disclose personally identifiable information about you without your consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant.

What do we do to personalize your use of this website and the advertisements that may be presented to you on other websites?

We, or our advertising providers, may automatically deliver ads for third-party products as well as promotions and offers for our own products and services, to all users of this website, whether the users are registered or not, based on non-personal information including: (i) the IP address associated with your computer for purposes of determining your approximate geographic location; (ii) the type of web page that is being displayed, such as a page about Xfinity Internet; or (iii) the content on the page that is shown, such as an FAQ about programming your DVR. Because this activity automatically applies to all users and it is purely contextual, this type of content delivery cannot be customized or controlled by individual users.

To help make our website more responsive to the needs of our users and visitors, we use a standard feature of browser software called a "cookie." We use cookies to help us tailor our website to your needs, to deliver a better, more personalized service, and to remember certain choices you've made so you don't have to re-enter them.

Comcast uses cookies, among other things, to remember your username and password, if you choose to store them, from the home page of the website at [www.xfinity.com](http://www.xfinity.com), as well as to remember some of your personalization preferences and website features. Comcast does not store your name or other personal information in cookies. You may read about enabling, disabling, and deleting cookies at [www.xfinity.com](http://www.xfinity.com) at any time by searching for "cookie" and clicking on the link for the topic you wish to read. Of course, if you set your browser not to accept cookies or you delete them, you may not be able to take advantage of the personalized features enjoyed by other visitors to and users of our website.

The cookies we use don't directly identify visitors to or users of our website as particular persons. Rather, they contain information sufficient to simplify and improve a visitor's or user's experience on our website. For example, we may use session-based cookies to track the pages on our website visited by our users. We can build a better website if we know which pages our users are visiting and how often. Or, we may use persistent cookies to simplify access to a user's account information over our website, for example.

In connection with the standard operation of Comcast's systems, certain non-personally identifiable information about visitors to this website is recorded. This information is used primarily to tailor and enhance visitors' experience using the website. We may use this information in an aggregate, non-personally identifiable

form to, among other things, measure the use of our website and determine which products and services are the most popular with website visitors.

We may also use one or more advertising network providers and/or other audience segmenting technology providers to help present advertisements or other content on this website and other websites that display Comcast advertisements. These providers use cookies, web beacons, or similar technologies on your computer or mobile or other device to serve you advertisements or content tailored to interests you have shown by browsing on this and other websites you have visited. It also helps determine whether you have seen a particular advertisement or content before and in order to avoid sending you duplicates. In doing so, these providers collect non-personally identifiable information such as your browser type, your operating system, web pages visited, time of visits, content viewed, ads viewed, and other click stream data. When you visit this website, these providers may use cookies or web beacons to note which product and service descriptions your browser visited. When you are presented with Comcast advertisements on other websites, we or these providers may use that information to select advertisements related to your interests. This is intended to provide you with an additional opportunity to look at Comcast offerings that may be of interest to you. The use of cookies, web beacons, or similar technologies by these providers is subject to their own privacy policies, not Comcast's privacy policy for this website. If you do not want the benefits of the cookies used by these providers, you may opt-out of them by visiting [http://www.networkadvertising.org/consumer/opt\\_out.asp](http://www.networkadvertising.org/consumer/opt_out.asp) or by visiting their opt-out pages. The advertising network providers and/or audience segmenting technology providers that may collect information about your use of this website, and links to their opt-out pages, are available using the hyperlink below:

### **Advertising Networks and Other Technology Providers**

Sometimes Comcast offers different versions of and subscription plans for our products and services in different areas of the country. When you visit this website, we may use the internet protocol address associated with your computer to try to determine your general geographic area so that we can show you about the general offers for products and services that are available in your region. When you are interested in a specific product or service, we may also invite you to enter an address to determine exactly which offer, product or service is available to you. If

you are already a Comcast customer and you log in to your account, we will use the address associated with your account to select available offers.

### **Where do we permit visitors and users to opt in or out of Comcast promotional e-mail or direct mail?**

You may choose to receive, or not receive, promotional e-mails about Comcast's products and services by going to the Internet web page located at [www.xfinity.com/preferences](http://www.xfinity.com/preferences) and following the instructions there. If you have otherwise provided your e-mail address to Comcast, or Comcast has already obtained it, then Comcast may have already contacted you about receiving promotional e-mails separately. You may contact Comcast at 1-800-COMCAST to ask us to put your name on our internal company "do not mail" list so that you do not receive marketing or promotional postal mail from us or made at our request.

### **Other Websites**

To make our website more valuable to our visitors, we may offer some features in conjunction with other providers. Our website may also include links to other websites whose privacy policies and practices we don't control. Once you leave our website by linking to another one (you can tell where you are by checking the address - known as a URL - in the location bar on your browser), use of any information you provide is governed by the privacy policy of the operator of the website you're visiting. That policy may differ from ours. If you can't find the privacy policy of any of these websites via a link from the site's homepage, you should contact the website directly for more information.

### **Security**

All information gathered on our website is stored within a database accessible only to Comcast and its specifically authorized contractors and vendors. However, as effective as any security measure implemented by Comcast may be, no security system is impenetrable. We cannot guarantee the complete security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. If you don't want us to know any particular information about you, don't include it in anything that you submit or post to this website or send to us in e-mail.

### **Changes to Information**

You may review and change personally identifiable information that you provide to us through this website by returning to the pages where you entered it, and



reviewing or changing the information directly. You may also request changes to some information, such as billing and account information if you are a Comcast customer, by calling Comcast at 1-800-COMCAST, if you are able to verify your identity using a Comcast account number, personal identification number or PIN, or another identifier requested by Comcast.

**Changes to this Privacy Statement**

We may change this privacy statement from time to time. If we change this privacy statement at some point in the future, we'll post the changes on our website and by continuing to use the website after we post any changes, you accept and agree to this privacy statement, as modified.

**Privacy Policies for Comcast Products and Services**

This privacy statement discloses the privacy practices for this website only. Comcast supplies a copy of the privacy notice that applies to our cable television, high-speed Internet, and phone products and services separately to our subscribers. You may also view this privacy notice at [www.xfinity.com](http://www.xfinity.com) at any time by searching for "privacy policy" and clicking on the link for the privacy notice.

Effective: February 1, 2013

Small And Medium Business	Enterprise Enterprise Industry Solutions Managed Solutions Ethernet Voice	Offer And Bundles Our Best Deal On Internet Add TV + Phone See All Offers & Bundles	Existing Customers My Account Pay My Bill Help & Support  Call (877) 502-6103 Get a Free Quote
Small & Medium Business Industry Solutions Business Internet Business Phone Business TV	Enterprise Tools	About Us Why Comcast	

Tools

[Speed Test](#)

[Resource Library](#)

[Cloud Solutions](#)

[Community](#)

[Resource Library](#)

[Comcast Business  
Events](#)

[Enterprise Support](#)

[Our History](#)

[Our Network](#)

[Press Releases](#)

[Advertising](#)

[Comcast Business  
Promise](#)

[Partners](#)

[Residential Services](#)

© 2017 Comcast Corporation

[Privacy Statement](#) | [Visitor Agreement](#) |

[Small Business Terms And Conditions](#) |

[Enterprise Terms and Conditions](#) | [Site Map](#)

